

## REQUEST FOR PROPOSALS (RFP)

The East Bay Municipal Utility District (“EBMUD” or “District”) extends an invitation to companies and organizations (“entity” or “entities”) to provide performing arts programming, operation, and management services at EBMUD’s property previously leased by the California Shakespeare Theater for staging the California Shakespeare Festival (the “Property”). Please see attached Map. Proposals in response to this RFP may be submitted by a single entity, or a single entity as the lead applicant with partner entities. The chosen entity will enter into a 15-year lease agreement for the Property with EBMUD.

Proposals are to be submitted no later than 5 p.m. PST on May 20, 2025 (“Submission Deadline”) and should be sent to:

Matt Elawady  
Manager, Real Estate Division  
375 Eleventh Street  
Oakland, CA 94607 – 4240  
[Matt.elawady@ebmud.com](mailto:Matt.elawady@ebmud.com)  
510-287-1248

Any proposals received after the Submission Deadline will not be accepted.

Questions or comments concerning this RFP may be submitted via above listed e-mail no later than 5 p.m. on April 24, 2025 (“Questions Deadline”). Any questions or comments regarding this RFP received after the Questions Deadline will be disregarded. Any communication regarding or relating to this RFP prior to the Submission Deadline with any District employee or official other than the person named in this RFP is strictly prohibited.

The District reserves the right to reject any or all proposals for any reason it deems necessary, to waive defects or irregularities in any proposal, and to accept the proposal deemed the most advantageous to the District. This RFP does not commit the District to award a lease agreement or to pay any costs incurred in the preparation of a response to this request.

### **East Bay Municipal Utility District (District)**

EBMUD is a publicly owned utility formed under the Municipal Utility District Act (MUD Act) passed by the California Legislature in 1921. The MUD Act, as codified by the Public Utilities Code of the State of California, authorizes the formation and governance of the District.

EBMUD serves many communities on the eastern side of the San Francisco Bay. The District’s water system supplies 1.4 million customers and spans a 332-square-mile area in Alameda and Contra Costa counties, extending from Crockett in the north, southward to San Lorenzo, eastward from San Francisco Bay to Walnut Creek, and south through the San Ramon Valley. It supplies high-quality drinking water,

generates renewable energy, and provides pollution prevention and wastewater treatment services that protect San Francisco Bay.

### **Offered Premises**

The offered Premises consists of several parcels, fixtures, materials, and equipment described as follows:

1. Parcel One (Theater Parcel): Parcel consists of approximately three and half (3.5) acres which includes the following:
  - a. Outdoor amphitheater capable of seating approximately 580 people with Control booth for 10 occupants
  - b. Approximately 13,800 SF of ground theater seating area to accommodate an additional 701 occupants
  - c. Theater support building approximately 7,870 GSF including 2,920 GSF of basement space to accommodate up to 131 occupants along with two dressing rooms, offices, concession area, sound control room, separate men's and women's restrooms and storage rooms
  - d. Upper Grove building 675 GSF to accommodate 4 occupants
  - e. Amphitheater undercroft (basement), approximately 2,570 GSF mainly used for storage of theater equipment
  - f. Picnic areas and small stages
  - g. Ticket Booth approximately 120 GSF
  - h. Several materials and equipment from the previous operator listed in Exhibit "B" attached to this RFP
2. Parcel Two (Parking Parcel): Consist of approximately (1.4) acres for the use as car parking with 20 spaces for staff parking and 185 spaces for public parking, subject to terms and conditions hereinafter set forth.
3. Parcel Three (Access Road): Consists of approximately one (1) access and acre fire road which also serves as lay down area for Conduit, Utility, and Water trucking path in support of the theater, subject to terms and conditions hereinafter set forth.
4. Parcel Four (Solar Array): Consists of approximately (0.4) acre for the installation new panels and maintenance of the solar panels currently on site.
5. Parcel Five (Water Tanks): Consists of approximately one (0.5) acre on which two water tanks already exist, subject to terms and conditions hereinafter set forth.

The Premises are further illustrated in Exhibit "A" attached to this RFP. The acreages listed in Exhibit "A" and the lease are an approximation and may change upon completion of a land survey.

The Premises with its associated acreage is located on a part of the District's watershed property and is surrounded by trees and the natural habitat.

The Property will be offered for lease on an as-is, where-is basis. The District does not warrant the condition of any of the facilities, structures, buildings, trade fixtures or furniture on the Property. However, the District is in possession of some construction documents for many the facilities within the

Premises and can be accessed through the provided link mailed to you with this package. It is incumbent on the proposing entities to satisfy themselves as to the state and operating conditions of all existing structures and utilities.

The District intends to award a 15 year-term lease to the most responsible and responsive proposal, a copy of which is attached. The lease will reflect the business terms resulting from this RFP; however, all other terms of the lease will remain the same.

### **Access to the Property During the RFP Period**

The District will provide access to the Property to prospective proposers for a two-weeks period starting on April 1, 2025, through April 15, 2025. To schedule a visit, please contact:

Scott Hill  
Manager, Watershed and Recreation  
[Scott.hill@ebmud.com](mailto:Scott.hill@ebmud.com)  
510-287-2023

No access to the Property will be allowed after this period.

### **Right to Submitted Material**

This RFP does not commit the District to award a lease contract, to pay any costs incurred in the preparation of a proposal or agreement, or to procure or contract for, any services. The District reserves the right to accept or reject any or all proposals received as a result of this RFP, or to amend, cancel (in part or in whole) this RFP if it is in the District's best interest to do so. All proposals, reports and data submitted to the District shall become the property of the District and may not be returned. These documents may be subject to disclosure under the California Public Records Act.

### **Evaluation Criteria**

- Security plan and public safety
- Long term financial stability for 15-year lease
- Sustainability, Watershed Stewardship and Water Education
- Community alignment in terms of access and performances reflective of the diversity of EBMUD communities.
- Variety of programming and performances and how they enrich EBMUD communities.

### **Proposed Performing Arts Uses**

The Property is to be used as a performing arts venue. The District is willing to explore creative uses of the Property as expressed in proposals by the performing arts entities for the Property. In the proposal, the entity must provide detailed information for the following:

1. Clear and concise description of the intended use and purpose for the entirety of the Property;
2. The type, scale, and frequency of performing arts to be carried out on the Property;
3. How the intended purpose and use will maximize community benefit;

4. A description of any partnerships or other entities working in collaboration with the entity for the proposal;
5. A listing, with references, of the entity's experience in staging the proposed or similar performing arts events;
6. Entities proposed staffing and security during performances and in between performances; and
7. The entity's history and experience in marketing, managing, and operating performing arts events.

**Property Conditions and limitations Disclosure:**

Although the District owns all of buildings, theater, fixtures and appurtenances on the Property, the District has no knowledge of their current conditions. However, the following are items of which the District became aware during the transition from the previous operator:

1. The main theater may require bracing for earthquake protection. The extent for which the theater needs earthquake bracing is unknown to the District.
2. The main theater is also subject to significant water leaks during rains. The extent of the leaks is unknown to the District.
3. The District reserves the right to use facilities on the Property for meetings, District events or outdoor meeting activities during non-performance periods. The terms of such use are outlined in the attached lease agreement.
4. There are specific limitations to the Property detailed in the attached lease agreement, including but not limited to:
  - a. Although there are two water tanks on the property, the tanks are not connected to any city or county water service. Therefore, water must be trucked onto the property to fill the tanks.
  - b. There is a solar farm on the Property. However, the District is unaware of how the power generated by the panels is distributed on or around the Property.
  - c. Operations on the Property are supported by septic tanks, which require routine pumping removal.
  - d. Electronic amplification of sound cannot exceed 90 decibels. See the attached lease agreement for more details.
  - e. There are limitations on smoking. Alcohol service is strictly limited to beer and wine (subject to obtaining the requisite ABC licenses).

**Experience In Management, Operation and Maintenance of Performing Arts Facilities**

Please note that the successful proposing entity will have full responsibility for managing and maintaining the Property, including all roads and trail within the Property, along with forestry maintenance and fire protection of the trees and plants on site. Therefore, the entity must also provide detailed information for the following in its proposal:

1. Outline any potential alterations to the existing site including any proposed improvements, repairs or upgrades to existing facilities;
2. Provide a detailed account of its facility management experience and provide a maintenance plan for all the facilities on the Property;
3. Provide a detailed security plan for the property during performances and non-performance periods as well as experience of managing public safety during comparable events;
4. Provide proof of the entity's financial capabilities, including the entity's last five-years sources of funding and/or revenues, operating budgets, and available financial resources to finance initial improvement and ongoing maintenance;

5. Explain how the facility use will incorporate sustainable practices and/or watershed education into the operation or programming and provide any relevant experience;
6. Provide entities outreach, marketing, or access plan to ensure performances that attract EBMUD's diverse communities;
7. Provide a detailed list of the anticipated variety of programming and performances and how they expand and enhance the cultural landscape of EBMUD's communities; and
8. Provide a proposed lease rate, and/or revenue share if applicable.

### **Contents of Proposals**

Prospective entities are responsible for preparing and timely submitting an effective, clear, and concise proposal. Proposals do not have a page limit. Each proposal shall demonstrate the qualifications, competence, and capabilities of the prospective entities to carry out its performing arts activities as described in their respective proposal, and in conformity with the requirements of this RFP. To be considered responsive, proposals must contain information responsive to the evaluation criteria, which may include, but not limited to the following information in the order listed:

1. **Cover Letter:** A cover letter introducing the entity and the individual who act as the entity's project manager. The letter should specifically state the proposer's understanding of the work to be accomplished and briefly outlines the entity's strengths in providing the required services.
2. **Qualifications and Experience:** Overview of the entity, the leadership of the entity, the entity's history, and other similar projects that demonstrate expertise, along with how the project will be staffed and managed. Include the information requested under "Experience In Management, Operation and Maintenance of Performing Arts Facilities" above.
3. **Outline of the purpose and use of the Property:** describe how the entity will maximize community benefit and maintain financial sustainability. Include a description of the "Proposed Performing Arts Uses" as described above.
4. **Statement of Financials:** include proof of the entity's financial viability in the form of a bank statements, audit finding or annual reports. In addition, include any documents attesting to the annual funding/revenue of the entity, along with its annual operating budget over the last five years. If this item is confidential, please include this item as a separate attachment labeled "CONFIDENTIAL".
5. If a proposal is submitted by a new entity, a proposed performance bond or unconditional letter of credit may be considered.
6. Three case studies or examples of previous work demonstrating entity's ability to deliver on the proposed use of the Property.
7. Three references that can attest to the entity's ability to deliver on the proposed project.

### **Minimum Qualifications**

Qualifications will be reviewed and evaluated based on the criteria set forth in this RFP. Proposers (the entity, or the individual firms that comprise a joint venture) must meet or exceed the following criteria:

1. Must be legally capable (i.e. have all required business permits, licenses, and approvals) of operating within the State of California and Contra Costa County;
2. Must have at least five consecutive years of successful experience managing and operating public assembly facilities similar to the Cal Shakes property; and
3. Strong preference toward entities with experience in operating such a facility on behalf of a public entity or draws on local (East Bay) talent.

### **RFP Process Duration and Timeline**

1. Issuance of the RFP
2. Responses shall be due no later than 5 p.m. PST on May 20, 2025. Within this period Responders would be afforded the opportunity to:
  - a. Visit and view the Premises
  - b. Perform formal inspections of the Promises
  - c. Receive District responses to any requests for clarifications or information regarding the RFP process or Premises.
3. Upon receiving proposals, the District may require up to 30 business days to carry out the evaluation process which may include:
  - a. Reviewing proposals for responsiveness and completeness
  - b. Evaluation of the financial capability of each proposal
  - c. Evaluation of responses to the selection criteria
  - d. Possible Interviews with all members of the advisory committee
  - e. Internal Approval of the selected Proposal
4. Ten (10) business days following the selection process and notification of the prevailing entity, a final Lease contract, reflecting the accepted business terms, would be submitted to the prevailing proposer for review and execution.
5. Upon receiving a fully executed Lease by the proposer, the Lease Contract will be presented to the District's Board for final approval and subsequent execution.

### **Selection Process**

The submitted proposals will be reviewed by a committee made up of District's staff and may include Interviews with community leaders or representatives from several municipal agencies, including the District, cities or counties, and others. The agreement resulting from this RFP will be awarded by the District to the most responsive and responsible entity whose proposal conforms to the requirements of this RFP and is considered to be the most advantageous to the District, taking into consideration not just the proposed lease rate, but also the evaluation criteria set forth in this RFP. The District will act as the sole judge of information submitted in response to this RFP. The District reserves the right to: (1) request additional information or clarification of any submitted information; (2) cancel or amend this RFP, including the proposal evaluation process, at any time; and (3) not enter into any lease resulting from this RFP and issue similar solicitations in the future.

### **General Conditions**

PLEASE READ CAREFULLY. THE FOLLOWING GENERAL TERMS AND CONDITIONS ARE A PART OF ALL PROPOSALS SUBMITTED IN RESPONSE TO THIS RFP AND THE RESULTING CONTRACT.

Each prospective company or organization submitting a response to this RFP warrants that the submitted proposal is genuine and non-collusive, or made in the interest of any person, firm, or corporation. In submitting a proposal in response to this RFP, each prospective entity agrees to the following general terms and conditions:

1. **Right to Reject Proposal:** The District reserves the right to reject any or all proposals, to waive any non-material irregularities or information in any proposal, and to accept or reject any items or combination of items. The District is not obligated to explain or justify its selection or

rejection of any Prospective entity. All proposals submitted in response to this RFP shall immediately become property of the District.

2. **Public Information:** The District reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal in response to this RFP indicates the prospective entity's acceptance of all terms and conditions contained in this RFP, including all exhibits and attachments hereto, unless clearly and specifically stated otherwise.
3. **Confidential Information:** Any information deemed confidential or proprietary should be clearly identified by the prospective entity as such. Information identified as confidential or proprietary will be protected and treated with confidentiality to the extent permitted by applicable local, state, and federal law.
4. **Addendums:** The District reserves the right to amend, alter, or revoke this RFP at any time. Any modifications, clarification, or additions will be distributed via email as an addendum.
5. **Proposal Preparation Cost:** The District is not obligated to reimburse any prospective entity for expenses incurred in preparing proposals in response to this RFP. All Prospective entities shall bear their own costs, fees, and expenses incurred in preparing proposals in response to this RFP.
6. **Withdrawal of Proposal:** A prospective entity may modify or withdraw their proposal, either personally or by written request via email, at any time prior to the Submission Deadline. Such requests should be directed to the District's representative named in this RFP.
7. **Inaccuracies or Misinterpretations:** Subject to the District's sole discretion, the District may terminate a prospective entity from the RFP process or terminate any agreement with the Prospective entity if the District determines that said Prospective entity has: (i) made a material misstatement; (ii) made a material misrepresentation; or (iii) provided materially inaccurate information.
8. **Business License:** The successful entity shall be required to obtain and maintain all necessary business licenses.
9. **Signature:** All proposals shall be signed in the name of the prospective entity and shall bear the original signature in longhand of the persons duly authorized to sign the proposal. Obligations assumed by such signature shall be fulfilled.
10. **Right to Conduct Personal Interviews:** The District reserves the right to conduct personal interviews or require oral presentations of any or all prospective entities prior to selection.
11. **Right to Request Additional Information:** Prospective entities shall furnish additional information as the District may reasonably require. The District reserves the right to investigate the qualifications of prospective entities as it deems appropriate.
12. **Right to Determine Financial Responsibility and Viability:** The District reserves the right to request information pertaining to the financial stability of a prospective consultant to allow an appraisal of a prospective consultant's current financial condition.
13. **Understanding the Services to be Performed:** By submitting a proposal in response to this RFP, each prospective entity certifies that they have fully read and understand this RFP and have full knowledge of the scope, nature, quantity, and quality of services to be performed.
14. **Equal Employment Opportunity:** The entity awarded the project shall comply with all equal employment opportunity provisions of federal, state, and local non-discrimination laws, orders,

regulations and guidelines as may be applicable to the entity and be in effect during the performance of any agreement resulting from this RFP.

15. Agreement: Entities submitting a proposal in response to this RFP shall be prepared to use the District's standard agreement (See attached lease agreement). Non-business terms in the attached lease are not negotiable.
16. Insurance Requirements: The successful entity must have insurance in accordance with the requirements listed in the attached lease agreement after final entity is selected.