GARDENS OF GOLDEN GATE PARK^T

Gardens of Golden Gate Park Winter Lights Request for Proposal

Closing Date for Proposals: November 15, 2023

Proposals must be received at <u>jchan@gggp.org</u> on or before November 15, 2023, 5 PM PST. Please send the proposal to the attention of: Jamie Chan, Director of Programs & Partnerships. Late proposals will not be accepted. **Issued: October 12, 2023**

Statement of Need

The Conservatory of Flowers, Japanese Tea Garden, and San Francisco Botanical Garden became the Gardens of Golden Gate Park ("Gardens") on July 1, 2022. We engage the public through key exhibits and cultural events such as our Flower Piano music festival in San Francisco Botanical Garden. The Gardens seek to develop a high quality and unique winter lights installation, authentic to the mission and brand of the gardens and our local community. This event is intended to drive members and visitation to the Gardens after regular admission hours from mid-November 2024 through early January 2025. The Gardens are also open to multi-year proposals.



Organization Background

The Gardens of Golden Gate Park is a public/private partnership between the San Francisco Recreation & Park Department and the San Francisco Botanical Garden Society (a nonprofit 501c3 organization doing business as the "Gardens of Golden Gate Park") to jointly operate the Conservatory of Flowers, Japanese Tea Garden, and San Francisco Botanical Garden.

Mission: The Gardens of Golden Gate Park connect people to plants, the planet, and each other.

Vision: All people have access to beautiful public gardens and experience the intrinsic value of plants to life and culture for a healthy community and planet.

Problem Statement: Nature deficit disorder, plant awareness disparity, and shrinking biodiversity threaten the health and wellbeing of people and the planet.

Theory of Change: Expanding people's understanding of the value of plants to human and environmental health inspires awe and activism/action/advocacy. The Gardens of Golden Gate Park are uniquely situated and qualified to deliver key messages about biodiversity in the heart of the city while also directly contributing to global plant conservation efforts. The shared experiences of gathering, celebrating, exploring, meditating, volunteering, and learning in these extraordinary places builds deep relationships and strengthens community.

The Gardens of Golden Gate Park are located within walking distance of one another and the other cultural institutions in Golden Gate Park, serving more than a million visitors annually.



The Conservatory of Flowers is a national, state, and local landmark and a place of exceptional beauty. Built in 1879, the Conservatory was the first formal structure erected in Golden Gate Park and remains an internationally renowned icon, displaying and cultivating unusual plants to heighten awareness of: the pressing need to preserve threatened rainforest environments, ethnobotany, and biodiversity, and to foster enjoyment of ornamental horticulture.

The Japanese Tea Garden is the oldest operating public Japanese garden in North America. This garden provides visitors from around the world with an opportunity to experience the natural beauty, tranquility, and harmony of a Japanese-style garden and was originally created as an exhibit for the 1894 California Midwinter International Exposition. Today, we are restoring treasured historical elements and re-examining and re-interpreting its complex history.

San Francisco Botanical Garden at Strybing Arboretum opened in 1940 and is a 55-acre living museum within Golden Gate Park, showcasing 8,000 different kinds of plants from around the world. San Francisco's oceanic climate with cool dry summers, mild wet winters, and presence of fog allows the Garden to grow a diverse array of species from around the world. The Botanical Garden is also home to a new plant nursery, Children's Garden, and library.

This request for proposal is primarily focused on installation in San Francisco Botanical Garden because of it's size, capacity, and accessibility, but we welcome the inclusion of the Japanese Tea Garden and Conservatory of Flowers in proposals if the contract partner believes that is the most viable option.



PROJECT SCOPE

The Gardens and the selected "Contract Partner" will work to create an iconic garden experience and memorable winter destination for San Francisco, the Bay Area, and beyond. The Contract Partner will create an evening garden experience, illuminating existing plants and built elements along paved trails throughout the Garden.

The responsive Contract Partner will collaboratively engage the Recreation & Parks Department and the Gardens in the program design, and lead the installation, deinstallation, and maintenance of the light activation through the run of show. The successful design will amplify the Gardens' identity as an engaging, and accessible destination in San Francisco's Golden Gate Park and balance the daytime aesthetic of the Gardens with the required evening infrastructure. The program will also be mindful of the "ecosystem" of winter lights in the immediate San Francisco Bay Area.

A partner should approach the proposed design with...

- Inspiration from the Gardens and iconic San Francisco
- Installations that consider site infrastructure and which have minimal impact on the Gardens, plant specimens, and trees.
- Installations that are engaging and meet public safety and accessibility requirements.
- Special exhibits that call attention to the contemporary arts, architecture, and/or design of the SF Bay Area, especially light artists.
- Narratives and color palettes that complement and reflect the diverse and varied climatic regions and plant collections on site.



Key Deliverables

The selected agency will be expected to fulfill the following deliverables, in close collaboration with the Director of Program & Partnerships, Recreation & Parks Department Garden Director, Director of Advancement, and other identified team members:

- Design Concept
- Budget
- Staffing model which reflects the Gardens supplying customer service/ticketing and security services and the selected agency providing show management. Show management includes all elements of pre-production, exhibits development, planning, organizing, staffing (outside of the previously mentioned roles of the Gardens), show production, and load-out.
- Marketing Plan and Assets
- Partnership model with local artisans and small business vendors as relevant
- Production plan and timeline
- Partnership in developing sponsorship opportunities for the event



Technical Specifications

The partner will work with the Garden Director to understand the type of equipment allowed for use on the property, staging limitations, and potential placements of installations. The Gardens have no significant access to electricity. This will require the use of remote power sources and the Gardens have a strong preference for utilizing green energy such as mobile batteries to power this exhibit.

Terms and Budget

The partner will present a revenue model with a clear understanding of the profit share model. The profit model should:

- Propose a ticket price range that reflects the current market rate for light shows in the SF Bay Area. Anticipated to be approximately \$28-40 pp for standard GA.
- Project ticket sales. Anticipated to be between 80,000-180,000 over the show run.
- Project a minimum year 1 net revenue of \$500,000 for the Gardens.
- Agreement to allocate tickets for distribution to underserved populations within San Francisco.
- Clear terms on how net revenue will be shared with the partner, including, but not limited to ticketing, sponsorship, and concessions.
- Clear terms on how and what out of pocket expenses between the Gardens and the partner will be covered.
- Note that the Gardens splits its net revenue with the San Francisco Recreation & Parks Department.

Program Objectives

The objectives of the light show will be to:

- Inspire attendees to appreciate and learn more about plant diversity.
- Increase the diversity of Garden attendees.
- Increase overall attendance and first-time attendees to the Gardens.
- Connect with local light artists/community in exhibit design and execution.
- Interpret the mission and vision of Gardens in its design and exhibit narratives.
- Generate revenue for the organization, with a goal to net \$500,000 in year one.

PROPOSAL GUIDELINES

In your proposal, please include:

- i. Agency credibility, capabilities, and experience
 - 1. Company overview
 - 2. Specific experience doing other similar projects [and lessons learned?]
 - 3. Biographies of the main employees who will work on the project.
- ii. Operations plan
 - 1. Timelines for installation, show schedule and de-installation.
 - 2. Considerations of visual presentation and accessibility of exhibit areas and main walking paths during daytime operating hours
 - 3. Proposed plan for creative development of exhibits and timeline for Gardens input during planning and execution.
 - 4. Proposed plan for security and safety during installation, run of show and de-installation.
 - 5. Plans for maintenance and long-term storage of fixtures and other creative elements.
- iii. Business plan and financial projections

- 1. Budget including compliance with Prevailing wage (see below)
- 2. Understanding of infrastructure investment and ownership

iv. Financial ability

- 1. Submit evidence of startup funds, Profit and Loss statements
- v. Proposed financial terms.
 - 1. Disclosure of shared costs, maintenance, repair and ownership of equipment and exhibit elements
 - 2. Minimum guarantee of year 1 net revenue of \$500,000 for the Gardens.
- vi. Feasibility, including relevant case studies showcasing excellence and aptitude navigating a light show in a diverse urban environment such as San Francisco.
 - 1. Understanding ownership of the brand and intellectual property of the show during production and should the partnership dissolve, postproduction.
 - 2. Understanding of the roles that the Gardens and the Contract Partner will play in marketing and sponsorship.
 - 3. Examples of past work and reference from past clients
 - 4. Any additional information that showcases why you are the right agency for this program.

Compliance with Laws

The proposal shall always follow strict compliance with all present and future Laws, whether foreseen or unforeseen, ordinary as well as extraordinary. Such Laws shall include, without limitation, all Laws relating to health and safety and disabled accessibility including, without limitation, the Americans with Disabilities Act, 42 U.S.C. §§ 12101 et seq. and Title 24 of the California Code of Regulations, all present and future Environmental Laws (as defined in this Lease below), and all present and future life safety, fire sprinkler, seismic retrofit, and other building code requirements.

Wages and Working Conditions

Any Contractor performing services for the Gardens shall be paid not less than the highest prevailing rate of wages, shall be subject to the same hours and working conditions, and shall receive the same benefits as in each case are provided for similar work performed in the City and County of San Francisco. The Gardens require any Contractor every calendar month during any construction period, certified payroll reports with respect to all persons performing labor in the construction of any Improvements or Alterations on the Premise.

Prevailing Wages for Theatrical Workers

Pursuant to San Francisco Administrative Code Section 21.25-3, unless excepted, Contracts, Leases, Franchises, Permits, and Agreements awarded, let, issued or granted by the City and County of San Francisco for the use of property owned by the City and County of San Francisco shall require any Contractor engaged in theatrical or technical services related to the presentation of a Show to be paid not less than the Prevailing Rate of Wages. Contract employees engaged in theatrical and technical services include, without limitation, those engaged in rigging, sound, projection, theatrical lighting, videos, computers, draping, carpentry, special effects, and motion picture services. Capitalized terms in this Section that are not defined in this Lease shall have the meanings provided in Administrative Code Section 21.25-3. The partner agrees to comply with and be fully bound by, and to require its Subcontractors to comply with and be fully bound by, the provisions of Administrative Code Section 21.25-3, including, without limitation, the payment of any penalties for noncompliance and other remedies available to the City. The provisions of the Administrative Code Section 21.25-3 are hereby incorporated by reference and made a part of this Lease. The Contractor shall cooperate fully with the Labor Standards Enforcement Officer and any other City official or employee, or any of their respective agents, in the administration and enforcement of the requirements of Administrative Code Section 21.25-3, including, without limitation, any investigation of noncompliance by Contractor or its Subcontractors. The Contractor agrees that the City may inspect and/or audit any workplace or job site involved in or related to the performance of this Lease, including, without limitation, interviewing Contractor and any Subcontractor's employees and having immediate access to employee time sheets, payroll records, and paychecks for inspection. San Francisco Botanical Garden Society (SFBGS) may obtain a copy of the current Prevailing Rate of Wages from the City by contacting its Office of Labor Standards Enforcement. SFBGS acknowledges that the City's Board of Supervisors may amend such Prevailing Rate of Wages and agrees that SFBGS and any Subcontractors shall be bound by and shall fully comply with any such amendments by the Board of Supervisors.

Intellectual Property; Music Broadcasting Rights

The Contract Partner shall be solely responsible for obtaining any necessary clearances or permissions for the use of intellectual property on the Premises including, but not limited to musical or other performance rights.

Milestone	Date
RFP Issued	October 12, 2023
Proposal Submission Deadline	November 15, 2023
Partner Selection (Partner will be notified and all other proposals will be declined at this time)	November 29, 2023
Final Production Plan & Design	March 2024
Marketing Collateral	June 2024
Early Bird Pricing Launch	July 2024
Installation	October 7 - November 15, 2024
Light Show Launches	November 22, 2024

RFP SCHEDULE AND SELECTION PROCESS

Light Show Closes	January 5, 2025
De-installation	January 6, 2025

Submission of Proposals

All proposals must be delivered no later than 5:00 pm PST Tuesday, November 15, 2023, to Jamie Chan, Director of Programs & Partnerships and Brendan Lange, Director of Advancement. Submissions should be submitted as a single pdf file and directed to <u>jchan@gggp.org</u> and <u>blange@gggp.org</u> by the noted deadline.

Evaluation by Selection Committee

After the deadline for submission of proposals, a selection committee appointed by the Gardens will review all conforming proposals. The criteria for evaluating the proposals are described in the following section of this RFP. Each proposal will be initially reviewed by Gardens staff for completeness, responsiveness to minimum qualifications, and adequacy of documentation. Proposals with significant deficiencies in these areas may receive no further consideration. Respondents that fail to meet the minimum qualifications will be deemed non-responsive and their proposals will not be scored or ranked. All proposals meeting minimum qualifications will be forwarded by Gardens staff to the Committee to determine which proposals best meet the selection criteria. In arriving at its determination, the Committee will evaluate the contents of each proposal and may conduct oral interviews with the respondents. Dates and times of any such interviews will be coordinated by Gardens staff.

Selection Process Generally

All proposals will be evaluated by the Gardens in accordance with the criteria and procedures identified in this RFP. Without limiting any of its rights described in the section below, Gardens reserves the right in its discretion to select based directly on the proposals submitted or to negotiate further with one or more of the respondents. The respondent selected under this RFP will be chosen based on its apparent ability to best meet the overall objectives of the Gardens, as ultimately determined by the Gardens in their sole and absolute discretion. Each proposal will be initially reviewed by Gardens staff for demonstration of meeting minimum qualifications, completeness, responsiveness, and adequacy of documentation. Proposals with significant deficiencies in these areas may receive no further consideration. A selection panel shall assist Gardens staff with this review and shall score the proposals according to the point system and criteria listed below. Interviews with individual respondents and/or public presentations may be required. In addition, staff may, at their sole discretion, independently investigate the qualifications of certain respondents and/or conduct interviews with members of certain respondents' teams. The Gardens reserves the right to request clarification or additional information from a respondent.

Selection Criteria

1) **Minimum Qualifications**: Each respondent must possess and demonstrate the following minimum qualifications to be considered as a possible candidate for this opportunity:

- i) Three years of management experience for the proposed light show.
- ii) Sufficient financial ability to execute the proposal.
- iii) Any proposal that does not demonstrate that the Respondent meets these minimum requirements by the deadline for submittal of proposals will be considered nonresponsive and will not be eligible for award of the contract.
- 2) **Evaluation Criteria:** The selection committee will use the following weighted criteria to evaluate proposals:
 - i) Agency credibility, capabilities, and experience (20 Points)
 - ii) Operations plan (20 Points)
 - iii) Business plan and financial projections (20 Points)
 - iv) Financial ability (20 Points)
 - v) Proposed financial terms (10 Points)
 - vi) Feasibility, including relevant case studies showcasing excellence and aptitude navigating a light show in a diverse urban environment such as San Francisco. (10 Points)

Selection Committee

Following the Gardens receipt of submittals, the Gardens will implement the evaluation process of timely, complete, and responsive submittals from qualified respondents. A Selection Committee will evaluate the submittals of each respondent based on the minimum qualifications and selection criteria as outlined above. Selected respondents may be interviewed by the Selection Committee. The lead staff of the respondent should be present for the interview as well as the lead staff of any partners and parties authorized to negotiate a contract. Information provided to the panel from the interviews may be used during the scoring process and evaluated using the same evaluation criteria that the selection panel will use to score the written proposals.

Those submittals meeting the minimum qualifications will be scored and ranked by the Selection Committee. The Gardens reserves the right to request clarification or additional information from individual respondents and to request that some or all respondents make presentations to Gardens staff, the Recreation and Park Commission, community groups, and/or others. The Gardens further reserves the right to make an award without further clarification of proposals received. A selection panel shall assist staff with this review and shall score the proposals according to the point system and criteria listed under "Selection Criteria" above. Interviews with individual respondents and/or public presentations may be required. In addition, staff may, at their sole discretion, independently investigate the qualifications of certain respondents and/or conduct interviews with members of certain respondents' team. The Gardens reserves the right to request clarification or additional information from a respondent.

The Selection Committee will be instructed to score the proposals based upon how completely respondents responded to the requested information outlined in this RFP, the quality, professionalism, vision and appropriateness of such responses, and the level of experience and expertise demonstrated by the responses.

Exclusive Negotiations

For an exclusive negotiating period of up to 60 days, after the Gardens finalize the selection, the Gardens will attempt to negotiate with the selected Partner, a contract that is consistent with the terms of this RFP and the successful respondent's proposal. Upon successful agreement to all terms of the Contract, the proposed Partner's proposal will be reviewed by the Gardens of Golden Gate Park Board of Directors for approval. The period of exclusive negotiations may be extended solely at the Gardens option. In the event the Gardens Leadership determines that such negotiations are not proceeding satisfactorily due to the fault of the selected respondent, the Gardens may commence negotiations with another respondent or begin the selection process anew.

Questions About Submission Process

Any requests for information or clarification of this RFP other than those raised must be submitted in writing by email to Jamie Chan at <u>Jchan@gggp.org</u>. Written responses to all questions directed to Gardens staff will be posted on Gardens web page for this RFP. Therefore, the Gardens strongly recommend that interested parties refer to the RFP on the Gardens website and consult the website frequently to determine if new information regarding the RFP is available.

Limitation of Communications During Solicitation

From the date this RFP is issued until the date the competitive process of this RFP is completed (either by cancelation or final Award), Respondents and their subcontractors, vendors, representatives and/or other parties under Respondent's control, shall communicate solely with Jamie Chan at Jchan@gggp.org (the "RFP Administrator"). Any attempt to communicate with any party other than the RFP Administrator including any City official, members of the selection committee, representative or employee is strictly prohibited. Failure to comply with this communications protocol may, at the sole discretion of Gardens, result in the disqualification of the Respondent or potential Respondent from the competitive process. This protocol does not apply to communications with the Gardens regarding business not related to this RFP.

TERMS AND CONDITIONS FOR RECEIPT OF PROPOSAL

Errors and Omissions in RFP

Respondents are responsible for reviewing all portions of this RFP. Respondents are to promptly notify the Gardens, in writing, if the respondent discovers any ambiguity, discrepancy, omission, or other error in the RFP. Any such notification should be directed to the Gardens promptly after discovery, but in no event later than five (5) working days prior to the date for receipt of proposals. Modifications and clarifications will be made by addenda as provided below. The square footage information provided in this RFP are estimates and should be verified by each respondent.

Inquiries Regarding RFP

Inquiries regarding the RFP and all verbal notifications of intent to request written modification or clarification of the RFP, must be directed via email to Jamie Chan at <u>Jchan@gggp.org</u>

Change Notices

The Gardens may modify the RFP, prior to the proposal due date, by issuing Change Notices, which will be posted on the website. The respondent shall be responsible for ensuring that its proposal reflects all

Change Notices issued by the Gardens prior to the proposal due date regardless of when the proposal is submitted. Therefore, the Gardens recommend that the respondent consult the website frequently, including shortly before the proposal due date, to determine if the respondent has downloaded all Change Notices.

Term of Proposal

Submission of a proposal signifies that the proposed services and prices are valid for 280 calendar days from the proposal due date and that the quoted prices are genuine and not the result of collusion or any other anti-competitive activity.

Revision of Proposal

A respondent may revise a proposal on the respondent's own initiative at any time before the deadline for submission of proposals. The respondent must submit the revised proposal in the same manner as the original. A revised proposal must be received on or before the proposal due date. In no case will a statement of intent to submit a revised proposal, or commencement of a revision process, extend the proposal due date for any respondent. At any time during the proposal evaluation process, the Gardens may require a respondent to provide oral or written clarification of its proposal. The Gardens reserves the right to make an award without further clarifications of proposals received.

Responsible Proposals

No proposals will be accepted from any person, firm, partnership, corporation, or other entity that is in arrears upon any obligation to the Gardens or that otherwise may be deemed irresponsible, unreliable, or unqualified by the Gardens.

One Proposal per Respondent

Only one proposal will be accepted from any one firm or corporation, or affiliated entities; however, several alternatives may be included in one proposal, and as noted above, joint ventures or similar arrangements are permitted.

Grounds for Rejection

Any false, incomplete, or unresponsive statements in connection with a proposal may be cause for its rejection at the Gardens' discretion. Any judgment as to the significance of any falsity, incompleteness, or unresponsiveness associated with a proposal shall be the prerogative of the Gardens and its judgment shall be final.

Invitation to Submit Proposals, no Obligations by Gardens to Contract

This RFP is only an invitation to submit proposals and does not commit the Gardens in any way to enter into a Lease or other agreement or to proceed with the RFP. In addition, the issuance of this RFP does not obligate the Gardens to pay any costs incurred by any Respondent in connection with (i) the preparation of a response to this RFP, (ii) any supplements or modifications of this RFP or (iii) negotiations with the Gardens or other party arising out of or relating to this RFP. All costs incurred in the preparation and presentation of any proposal in response to this RFP shall be borne solely by the respondent.

Proposal as a Public Record

All documents under this solicitation process are subject to public disclosure per the California Public Records Act (California Government Code Section §6250 et. Seq) and the San Francisco Sunshine Ordinance (San Francisco Administrative Code Chapter 67). Contracts, Proposals, responses, and all

other records of communications between the City and Proposers shall be open to inspection immediately after a contract has been awarded. Nothing in this Administrative Code provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. The Respondent will clearly designate those financial records which it in good faith determines to be a trade secret or confidential propriety information protected from disclosure under applicable law. To the extent permitted by law, the Gardens will attempt to reasonably maintain the confidentiality of such financial information consistent with the City's general practices for maintaining the confidentiality of such information, as discussed below. However, the Gardens will not under any circumstances be responsible for any damages or losses incurred by a Respondent or any other person or entity because of the release of such financial information.

If the Gardens receive a Public Records Request ("Request") pertaining to this solicitation, the Gardens will use its best efforts to notify the affected Proposer(s) of the Request and to provide the Proposer with a description of the material that the Gardens deems responsive and the due date for disclosure ("Response Date"). If the Proposer asserts that some or all the material requested contains or reveals valuable trade secret or other information belonging to the Proposer that is exempt from disclosure and directs the Gardens in writing to withhold such material from production ("Withholding Directive"), then the Gardens will comply with the Withholding Directive on the condition that the Proposer seeks judicial relief on or before the Response Date. Should Proposer fail to seek judicial relief on or before the Response Date, the City shall proceed with the disclosure of responsive documents.

Right to Disqualify

The Gardens reserves the right to disqualify any Respondent to this RFP based on any real or apparent conflict of interest that is disclosed by the responses submitted, misrepresentation or false statements in proposal, or other data available to the Gardens. This disqualification is at the sole discretion of the Gardens.

Errors and Omissions in Proposal

Failure by the Gardens to object to an error, omission, or deviation in the proposal will in no way modify the RFP or excuse the vendor from full compliance with the specifications of the RFP or any contract awarded pursuant to the RFP.

Financial Responsibility

The Gardens accepts no financial responsibility for any costs incurred by a firm in responding to this RFP. Submissions of the RFP will become the property of the Gardens and may be used by the Gardens in any way deemed appropriate.

Protests

Within five (5) working days of the Gardens' issuance of a notice of non-responsiveness, any firm that has submitted a proposal and believes that the City has incorrectly determined that its proposal is non-responsive may submit a written notice of protest. Such notice of protest must be received by the Gardens' before the fifth working day following the City's issuance of the notice of non-responsiveness.

The notice of protest must include a written statement specifying in detail each one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the respondent, and must cite the law, rule, local ordinance, procedure, or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the Gardens to determine the validity of the protest.

Protest of Contract Award

Within five (5) working days of the Gardens' issuance of a notice of intent to award the contract, any firm that has submitted a responsive proposal and believes that the Gardens has incorrectly selected another respondent for award may submit a written notice of protest. Such notice of protest must be received by the Gardens on or before the fifth working day after the Gardens' of the notice of intent to award.

The notice of protest must include a written statement specifying in detail each one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the respondent, and must cite the law, rule, local ordinance, procedure, or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the Gardens to determine the validity of the protest.

Delivery of Protests

All protests must be received by the due date. Protests must be submitted by email and notice of protests made orally (e.g., by telephone) will not be considered. Protests must be sent to Jamie Chan at Jchan@gggp.org.

Appendix

- List of locations of work
- Overall garden maps (on the following pages)
- Garden sizes:
 - San Francisco Botanical Garden: 55 acres
 - Conservatory of Flowers: 12,500 square feet
 - Japanese Tea Garden: approximately 5 acres





