

Request for Qualifications

STRAND THEATER FEASIBILITY ASSESSMENT



CLINTON, MASSACHUSETTS

REQUEST FOR QUALIFICATIONS
STRAND THEATER FEASIBILITY ASSESSMENT

The Town of Clinton seeks proposals from qualified firms to assess the market feasibility of a multi-use performance and cinema venue to be located within the Strand Theater, in downtown Clinton, Massachusetts. Proposed work will include assessment of market and demographic data, interview and communication with local and regional theater and performance entities and promoters; comparative evaluation of similar venues within region, and; communication and meetings with Town staff and local stakeholders.

Responses are due to the Community & Economic Development Office (CEDO) in Clinton Town Hall, 242 Church Street Clinton, MA 01510, by **Thursday, August 18, 2022 at 1:00 PM**. Responses may be submitted prior to deadline to Phil Duffy, CEDO Director, at pduffy@clintonma.gov.

Responses shall conform with the formal requirements of this RFP/Q.

A facility walk-through will be conducted at the **Strand Theater, 58 High Street, Clinton, MA on Wednesday, August 10 at 9:00 AM**.

Questions concerning the RFQ must be submitted in writing and be received via email to pduffy@clintonma.gov on or before **4:00 PM on Friday, August 12, 2022**. Written responses/addenda will be emailed on or before **Monday, August 15, 2021**, to those recorded by the Town as having received the RFQ. No oral responses will be provided, and no oral responses may be relied upon.

Under separate proposal, the Town will also be seeking proposals from a qualified consultant to assess the Strand Theater's present suitability for live performance, and to make recommendations for facility improvements. Communication with the facility consultant is included within the services solicited in this RFP.

Oversight and coordination of services will be undertaken by the Town's Community & Economic Development Director, in conjunction with the Strand Working Group. The Working Group is ad hoc committee that includes current and former owners of the Strand Theater, municipal officials, and interested citizens.

Background

Located on High Street in downtown Clinton, the Strand Theater was constructed in 1923 as a proscenium theater for cinema and vaudeville entertainment. In 1995, after a brief period of abandonment, the Strand was re-furbished for use as a cinema draft house, serving food and beverages to patrons while exhibiting "second-run" films. The theater functioned successfully until the advent of COVID, which, at least in the short term, has affected changes in patron's habits as well

as film distribution. The long-term affects of these changes are unknown. The final movie night at the Strand was December 30, 2021.

Facility Description

The Strand Theater can currently be best described as a 300-seat “plug and play” cinema draft house. At the auditorium level, the original seating layout has been altered to provide dining tray space. A small kitchen and concession area have been constructed center rear in the auditorium. According to the most recent business owners, the functional limitations of the kitchen and serving area effectively limit the number of patrons who can be served.

The theaters balcony area is not used by patrons, and is unrenovated. Originally, the balcony seated approximately 600 patrons. During the 1995 conversion, the original projection room was abandoned, and a new projection room was constructed on the balcony. The remainder of the balcony area is used for storage.

At the front of the theater, a fixed projection screen is affixed to a partition that fills the proscenium. A small stage apron and platform in front of the proscenium have been adequate to accommodate stand-up comedy shows and local ceremonies. The theater head house, fly system, dressing rooms, and orchestra pit are extant, but in varying states of disrepair.

Project Goals

By undertaking this work in cooperation with property owner, downtown merchants’ association, and current business owners, the Strand Working Group hopes to evaluate whether a privately-owned, 300-seat multi-use performance venue- located within this facility- is a viable market proposition with reference to regional data and to the best available knowledge concerning performance venues.

It is the goal of all stakeholders that the Strand Theater be re-opened in a timely manner and upon a financially sustainable basis

Scope of Work

Site visit / Working Group meeting 1: the Consultant will conduct a site survey of existing conditions and site context, and will meet with a Strand Working Group to better understand stakeholder desires, recent business practices, local knowledge, and any other information that the consultant may find useful.

Market Overview: the Consultant will assess regional market area and demographics; will list and document performance venues within the region with the intent of understanding regional inventory; will reach out to performance organizations, booking agencies, music promoters, and similar entities with the intent of understanding regional demand.

Similar Facilities Analysis: In order to evaluate the potential viability of a multi-use Strand Theater, the Consultant will document similar facilities within a 20-mile radius of downtown Clinton,

2022: Strand Theater Feasibility Assessment

including size and seating capacity, performance amenities, characteristics, organizational/ownership model, bookings, and pricing. In order to assess the viability of a multi-use model that includes cinema, the Consultant shall also document a representative number of similarly programmed facilities located in New England. A preliminary list of potential facilities is attached to this RFQ. The Consultant will also communicate at regular intervals with the Facility Improvements consultant hired under separate contract.

User Demand Analysis: In conjunction with the Strand Working Group, the Consultant shall identify a contact list of potential venue users, including community organizations, arts groups, clubs, arts and activity educators, and promoters. The Consultant will devise a communication strategy with potential users, and document potential interest and concerns.

Preliminary Report/ Working Group meeting 2: The Consultant will present a preliminary summary of findings to the Working Group for discussion. The Consultant will also incorporate work of Facility Improvement consultant into the Project. Based upon data and discussion, the Consultant will prepare a Draft set of recommendations and identify further actions or areas of study.

Final Report/ Working Group meeting 3: The Consultant shall prepare a written Final Report of Findings and Recommendations at a public meeting of the Working Group.

Contract: Contract for Services will be awarded by the Clinton Board of Selectmen. The Town reserves the right to cancel this Request for Qualifications, to reject in whole or in part any and all Statements of Qualification, to seek further information from any and all proposers, to negotiate terms and price with the selected firm, or waive informalities on the process, as deemed to be in the best interest of the Town.

Fee: Selection will be based upon Qualifications, not fee, and will be negotiated with top-ranked Respondent. This Contract for services shall not exceed \$35,000.

Contact: The Town's designated contact for this Project is Phil Duffy, Community & Economic Development Director, who may be reached at pduffy@clintonma.gov, or by telephone (978)365-4113.

Contents of Response: Successful Responses will include, at a minimum, the following:

1. A Statement of Project Understanding, which will clearly and succinctly demonstrate the Respondent's understanding of the proposed work.
2. A Statement of Technical Approach, which will describe of the Respondent's plan for accomplishing the proposed work, including working method and any areas of special expertise. If a Project Team is proposed, the role and expertise of each team member will be described and a Project Leader will be identified.
3. Resume(s) of key personnel
4. Up to seven (7) examples of Relevant Project Experience. For the purposes of the RFQ, "Relevant" experience may include:
 - a. Analysis of proposed performance, entertainment, or assembly facilities;

2022: Strand Theater Feasibility Assessment

- b. Regional analyses of cultural, performance, or entertainment economies;
 - c. Downtown market analyses
5. Contact email and telephone number for at least three (3) References, as well as a brief description of the Reference person's relationship to work or projects described in this Response.

Selection: Selection will be made based on the criteria set forth in this RFQ. After the submittals are ranked, the Town reserves the right to conduct interviews of the selected finalists or to directly select the top ranked Respondent for fee negotiation. If an agreeable negotiation is not realized with the top ranked Consultant firm, the Town reserves the option to cease negotiations with the top ranked Consultant firm and commence fee negotiations with the next ranked Consultant firm. This process will continue until a successful negotiation is concluded.

Procurement for these services will comply with requirements of the Uniform Procurement Act, M.G.L. c. 30B

Evaluative Criteria: Responses will be comparatively evaluated based upon the following criteria:

1. Statement of Project Understanding and Technical Approach: Successful responses will be exceptionally well thought out, thorough, and focused upon project need. Technical approach will clearly demonstrate expertise in subject matter areas, especially event/ program planning and marketing.
2. Relevant Experience: Successful responses will demonstrate comprehensive experience in projects that align with Downtown Coordinator responsibilities, which primarily include event/program planning, marketing, and communications, and secondarily include business/location recruitment, small business assistance, and capacity building. Experience in successful projects undertaken collaboratively with multiple stakeholders is highly valued.
3. References.

ATTACHMENT A

SIMILAR FACILITIES

CABOT PERFORMING ARTS CENTER Beverly, MA

<https://thecabot.org/>

Seating capacity: 850

Organizational model: 501c3 (c. 2014)

Movies: Yes

Notes: formerly private, formerly featured both movies and live performances. 17-member board, full time staff

PORTSMOUTH MUSIC HALL, Portsmouth, NH

<https://www.themusic hall.org/>

Seating capacity: 895

Organizational model: 501c3

Movies: Yes

Notes: part of Performance Complex including black box

ROCHESTER OPERA HOUSE, Rochester, NH

<http://www.rochesteroperahouse.com/>

Seating capacity: 700

Organizational model: “community-supported” 501c3

Movies:

Notes: Theater is located in municipal building

COLONIAL PERFORMING ARTS CENTER Keene, NH

<https://thecolonial.org/>

Seating capacity: approx. 750

Organizational model: 501c3

Movies: by special event

Notes: part of Performance Complex including black box

LARCOM THEATER, Beverly, MA

<https://www.thelarcom.org/>

Seating capacity: 600

Organizational model: Private

Movies: No

Notes:

COLONIAL THEATER, Laconia, NH

<https://thecolonial.org/>

Seating capacity: approx. 750

Organizational model: 501c3

Movies: ?

Notes: empty for 20+ years; just completed \$14m renovation

REGENT THEATER, Arlington, MA

<https://www.regenttheatre.com/>

Seating capacity: 500

Organizational model: Private

Movies: by special event

Notes: owners Leland Stein and Richard Stavros have Worcester/ St John's connections

BIJOU THEATER, Bridgeport, CT

<https://www.bijoutheatrect.net/>

Seating capacity: 200

Organizational model: Private

Movies: no, but streaming events

Notes: substantial renovation to create level floor areas

MAHAIWE PERDROMING ARTS CENTER, Great Barrington, MA

<https://mahaiwe.org/>

Seating capacity: 680

Organizational model: 501c3

Movies: Yes

Notes: non-profit formed 2002, \$9M renovation

TOWN OF CLINTON
SAMPLE
STANDARD GENERAL CONTRACT

PROVISION OF CONSULTANT SERVICES

Agreement made this ___ day of September, 2022 by and between the TOWN of Clinton, a duly existing municipal corporation in the Commonwealth of Massachusetts, through its duly elected Board of Selectmen with no personal liability to themselves herein after referred to as the “TOWN” and _____, a duly formed(corporation), herein after referred to as the “CONSULTANT.”

RECITALS

WHEREAS the CONSULTANT will furnish the TOWN with professional services to support the revitalization of the Strand Theater on High Street in Clinton, Massachusetts, and;

WHEREAS the TOWN desires to obtain such services from CONSULTANT in a timely manner and;

WHEREAS it is a condition of the award of the contract that a formal agreement should be executed, by the CONSULTANT and the TOWN, evidencing the terms of the award;

NOW THEREFORE in consideration of the mutual covenants contained the parties agree as follows:

ARTICLE I

1. CONSULTANT shall furnish TOWN with professional services, subject to and in compliance with all conditions, covenants, stipulations, terms and provisions contained in the Request for Proposal Specifications, Instructions to Bidders and related documents all of which is attached hereto as Exhibit “A” and incorporated herein by reference. CONSULTANT shall provide these services at the prices and rates specified in the CONSULTANT's proposal also attached hereto as Exhibit “B” and incorporated herein by reference.
2. The TOWN shall assume responsibility for assisting the CONSULTANT insofar as possible for the purpose of efficiency and furnishing the CONSULTANT with information needed to satisfactorily complete the services.
 - 2.1. The TOWN shall designate a project representative authorized to act on its behalf with respect to the project. The TOWN’s representative is Philip Duffy, with no personal liability to himself. TELEPHONE: (978) 365-4113.

ARTICLE II

1. CONSULTANT acknowledges that reliability of service is essential in this agreement with the TOWN, and agrees to adhere faithfully to the scope of services as negotiated and attached to this Contract.

ARTICLE III

1. CONSULTANT covenants and agrees to faithfully perform all of its obligations under this agreement and the incorporated documents hereto. Said performance shall be in a professional and workmanlike manner and in accordance with the standard of care and conduct that is generally acceptable in the business or profession. Further, CONSULTANT shall complete and sign all forms attached herein as Exhibits "C-F".

ARTICLE IV

1. Not used.

ARTICLE V

1. CONSULTANT certifies the suitability, professionalism, and capability of all individuals employed to furnish services as specified herein by CONSULTANT and in any documents incorporated herein by reference.
2. No subcontracts may be awarded by the CONSULTANT the purpose of which is to fulfill in whole or in part the services required of the CONSULTANT, without prior written approval of the TOWN.

ARTICLE VI

1. The TOWN agrees to faithfully pay the CONSULTANT, when due and payable, and under the terms of all such incorporated documents and instruments to this agreement, all such contracted sums.

ARTICLE VII

1. The term of this contract shall be through March 1, 2023, unless amended by the TOWN by official correspondence.

ARTICLE VIII

1. Termination for Cause: If through any cause, one party shall fail to fulfill in timely and proper manner, its obligations under this Agreement, or if one party shall violate one of the covenants, agreements, or stipulations of this Agreement, the other party shall thereupon have the right to terminate this Agreement hereunder by giving written notice of such termination. In case of

termination, all finished and unfinished documents shall become the property of the TOWN. In the event of termination, the CONSULTANT shall be compensated payment of an amount equal to the services or goods provided by the CONSULTANT as of the date of termination.

2. Termination for Convenience: The TOWN may terminate this Agreement at any time for any reason, upon submitting to CONSULTANT thirty (30) days prior written notice of its intention to terminate. Upon receipt of such notice, CONSULTANT shall immediately cease to incur expenses pursuant to this Agreement unless otherwise directed in the termination notice. CONSULTANT shall promptly notify the TOWN of costs incurred to date of termination and the TOWN shall pay all such reasonable and supportable costs which payment shall not exceed the unpaid balance due on this Agreement.
3. Return of Property: Upon termination, CONSULTANT shall immediately return to the TOWN without limitation, all documents, plans, drawings, tool and items of any nature whatever, supplied to CONSULTANT by the TOWN to CONSULTANT in accordance with this Agreement.
4. Production of Documents: All records, documents, data, reports or other material, regardless of form or finish, produced by the CONSULTANT as a result of services provided hereunder, are work for hire, and shall become the property of the TOWN upon creation. The CONSULTANT may not assert any right, title or interest in any product produced under this Agreement.

The TOWN may request at any time during and/or after the termination of the Agreement any records, documents, data, reports or other materials produced by the CONSULTANT under this Agreement.

ARTICLE IX

1. Non-Collusion: Nothing contained herein shall be construed as a joint venture between the CONSULTANT and the TOWN. The Certificate of Non-Collusion submitted as ATTACHMENT C in the CONSULTANT's response to the TOWN'S RFP is incorporated herein by reference and included as Attachment C.
2. TAX COMPLIANCE: The Certificate of Tax Compliance submitted as ATTACHMENT D in the CONSULTANT's response to the TOWN'S RFP is incorporated herein by reference and included as Attachment D.
3. CERTIFICATE OF AUTHORITY: The Certificate of Authority submitted as ATTACHMENT E in the CONSULTANT's response to the TOWN'S RFP is incorporated herein by reference and included as Attachment E.

ARTICLE X

1. INDEMNIFICATION: The CONSULTANT shall indemnify, defend, and hold the TOWN harmless from and against any and all claims, demand, liabilities, actions, causes of actions, cost and expenses

caused by or arising out of the CONSULTANT'S breach of this agreement or the negligence or misconduct of the CONSULTANT, or the agents or employees.

2. The TOWN agrees to indemnify, defend, and hold CONSULTANT, its officers, employees, and agents harmless from any and all claims, suits, losses, costs, and expenses, including but not limited to, court costs and reasonable attorney's fees arising or alleged to have arisen out of or to have resulted from the performance of CONSULTANT's work on or about the subject Project, and caused in whole or in part by any negligent, willful, or wanton act or omission of the TOWN.
3. In the event that the TOWN shall bring any claim, suit, cause of action, or counterclaim against the CONSULTANT, to the extent that the CONSULTANT shall prevail upon such action, the TOWN shall pay to the CONSULTANT the costs expended by the CONSULTANT to defend against such action including reasonable attorney's fees, witness fee, and other related expenses. The CONSULTANT agrees to indemnify, defend, and hold the TOWN harmless from and against any claims, liabilities, loss or damage, including reasonable attorneys' fees arising in connection with the CONSULTANT's errors and omission coverage.
4. CONSULTANT shall maintain the following types of insurance in full force and effect during the term of this Agreement and any renewals hereof. Copies of the Worker's Compensation Certificates (if applicable) and Vehicle Insurance Policies are to be furnished to the Project Administrator in advance of commencement of work and reviewed by the TOWN on an annual basis.
5. CONSULTANTs shall carry motor vehicle liability insurance in the minimum of \$500,000.00 per accident.

ARTICLE XI

1. The CONSULTANT agrees to take all necessary precautions to prevent injury to any persons or damage to property during the term of this Agreement and shall indemnify and save the TOWN harmless against all losses and expenses resulting in any way, from any negligent or willful act or omission on the part of the CONSULTANT, its agents, employees or sub-CONSULTANTs or resulting directly or indirectly from CONSULTANT's performance under this Agreement.

ARTICLE XII

1. This Agreement sets forth the entire Agreement and understanding between the parties and may be amended, modified or waived in whole or part only by a subsequent writing executed by both parties hereto. Nothing herein shall be construed as permitting either party to assign any interest, benefit or obligation contained herein without the express written consent of the parties hereto.

ARTICLE XIII

1. If any term, provision, paragraph or word is determined to be illegal, unconstitutional or otherwise unenforceable by a court of competent jurisdiction, then the remaining provisions contained herein shall remain in full force and effect between the parties.

IN WITNESS WHEREOF, the parties hereto have set their hand and seals to this agreement on the day and date first above specified.

For the Town of Clinton:

For the Consultant:

Matthew Kobus, chair
Clinton Board of Selectmen
With no personal liability to himself, as duly
authorized by vote of the Board of Selectmen
on September __, 2022

Name and title
Company name

Date: _____

Date: _____

DRAFT

ATTACHMENT A

Scope of Work

DRAFT

ATTACHMENT B

METHOD AND SCHEDULE OF COMPENSATION

All invoices must be signed by the consultant and submitted to the Town in writing and electronically to the following contact and address:

Philip Duffy
CEDO Director
242 Church Street
Clinton, MA 01510
pduffy@clintonma.gov

Invoices are typically processed on a bi-weekly schedule. Invoices received by every other Wednesday of each week will generally be processed for payment and a check issued the following week on a Friday, unless a holiday, employee absence or other unusual circumstance arises. Invoices shall be paid no later than 30 days after the receipt of the invoice.

In order for prompt processing, invoices must contain the following reporting information:

- Date of work period
- Description of services provided with summary of work completed
- Personnel and their position/title assigned during project invoice period, with billable hours, rates and charges per person
- Reimbursable subtotal with reference to budget line from Attachment F
- Total invoice
- Total Invoiced to date

Attachment C

CERTIFICATE OF NON-COLLUSION
Chapter 30B, § 10

“The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.”

Individual or Corporate Name of Proposer

Signature of Authorized Agent

Printed Name of Authorized Agent

Date

Attachment D

CERTIFICATE OF TAX COMPLIANCE

Pursuant to Massachusetts General Law Chapter 62C, § 49A, I hereby certify under penalties of perjury that I have, to the best of my knowledge and belief, filed all state tax returns and paid all state taxes required under law.

Social Security or Federal I.D. Number

Signature: Individual or Corporate Officer

Date

Please Print:

Corporate Name _____

Address _____

P.O. Box _____

City, State, Zip Code _____

* Your Social Security Number or Federal Identification Number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Proposers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed or extended. This request is made under the authority of M.G.L. Ch. 62C, § 49A.

Attachment E

CERTIFICATE OF DEBARMENT POLICY COMPLIANCE

Pursuant to M.G.L. c. 29, § 29F(h);

The undersigned certifies that it is not listed as debarred or suspended on the debarment lists maintained by the Commonwealth of Massachusetts' Division of Capital Asset Management, the Department of Transportation, the Department of Industrial Accidents, the Office of the Attorney General, or the Federal government (the "Debarment Lists").

Also; the undersigned agrees to review the Debarment Lists before soliciting or considering bids, contracting or negotiating with any sub-contractor for work under this agreement.

Also; the undersigned will not knowingly solicit or consider bids, contract or negotiate with, or approve a subcontract with any vendor listed as debarred or suspended on the Debarment Lists.

Also; the undersigned agrees that any sub-contracts for work under this agreement will: (i) include a certification that the sub-contractor is not listed as debarred or suspended on the Debarment Lists, and (ii) require that the sub-contractor confirm that it will review the Debarment Lists and not knowingly solicit or consider bids, contract or negotiate with, or approve a subcontract with any vendor listed as debarred or suspended on the Debarment Lists.

Individual or Corporate Name of Proposer

Signature of Authorized Agent

Printed Name of Authorized Agent

Date

Attachment F

CERTIFICATE OF AUTHORITY
Meeting of Board of Directors
(if applicable)

At a meeting of the Directors of the _____ duly called
(consultant)

and held at _____ on the ____ day of _____,
(location)

in the year 2020, at which a quorum was present and acting, it was voted that

_____ the _____ of this
(Name) (Title/position)

Corporation is hereby authorized and empowered to make, enter into, sign, seal and deliver,
on behalf of this Corporation a Contract for

(brief description)

with the Town of Clinton, and performance and payment bonds (each in the amount of the
Contract) in connection with such Contract.

*I hereby certify that the above is a true and correct copy of the record, that said vote has
not been amended or repealed and is in full force and effect as of this date, and that*

_____ is a duly elected _____ of
(name) (corporate office)

this Corporation.

Clerk or Secretary of the Corporation

Attachment G

EQUAL OPPORTUNITY CERTIFICATION

Pursuant to 28 CFR Part 42.204 (d), I certify that my employment practices comply with Equal Opportunity Requirements and complies with 28 CFR Part 42.202.; that my organization complies with the Americans with Disabilities Act.

Individual or Corporate Name of Proposer

Signature of Authorized Agent

Printed Name of Authorized Agent

Title

Date