The City of Wichita, Kansas (hereinafter referred to as “City”) is seeking a firm to provide management, operation and marketing services for Century II Performing Arts and Convention Center. The selection process will consist of two phases: Phase I: Qualifications Statements, and Phase II: Proposals (from no more than three (3) short-listed Respondents). If your firm is interested in submitting a Proposal, please do so in accordance with the instructions contained within this Request for Proposal. Qualifications Statements are due no later than [time, due date]. Proposals from short-listed Respondents are due no later than [time, due date].

All contact concerning this solicitation shall be made through the Purchasing Department. Respondents shall not contact City employees, department heads, using agencies, evaluation committee members, elected officials, or outside consultants to the City with questions or any other concerns about the solicitation. Questions, clarifications and concerns shall be submitted to the Purchasing Department in writing. Failure to comply with these guidelines may disqualify the Respondent’s Proposal.

Purchasing Department
City of Wichita, Kansas
City Hall, 455 N Main 12th Floor
316-268-4636
https://ep.wichita.gov
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Attachment A – Proposal Response Form
Attachment B – Scope of Management Services

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I. Preamble

This document is a Request for Proposal. It differs from a Request for Bid or Quotation in that the City is seeking a solution, as described on the cover page and in the following Project Overview: Background section, not a bid or quotation meeting firm specifications for the lowest price. As such, the lowest price proposed will not guarantee an award recommendation. As indicated herein, competitive sealed proposals will be evaluated based upon criteria formulated around the most important features of the product(s) and/or service(s), of which quality, testing, references, service, availability or capability, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards that measure how well a vendor’s approach meets the desired requirements and needs of the City. Criteria that will be used and considered in evaluation for award are set forth in this document. The City will thoroughly review all proposals received. The City will also utilize its best judgment when determining whether to schedule a pre-proposal conference, before proposals are accepted, or meetings with vendors, after receipt of all proposals. A Purchase Order/Contract will be awarded to a qualified vendor(s) submitting the best proposal. The City of Wichita reserves the right to select, and subsequently recommend for award, the proposed service(s) and/or product(s) which best meets its required needs, quality levels and budget constraints.

The nature of this work is for a public entity and will require the expenditure of public funds and/or use of public facilities. City and its consultant for this assignment agree to keep any financial statements (described in VII. Required Qualifications Statement Content, Company Information, Item 3), the 5-year operating pro forma and supporting assumptions (described in VIII. Required Proposal Content (Phase II), Financial Plan, Item 2), and the compensation proposal (described in VIII. Required Proposal Content (Phase II), Compensation Proposal) confidential to the extent allowed by law, provided the Respondent identifies such information as “Privileged and Confidential” and submits such information in accordance with the other instructions in this RFP. However, no guarantee is made that information will be withheld from public view if disclosure is required by legal process.

THE CITY OF WICHITA RESERVES THE RIGHT TO REJECT ANY OR ALL OPERATOR PROPOSALS OR TO WAIVE ANY INFORMALITY OR TECHNICALITY IF DEEMED TO BE IN THE BEST INTEREST OF THE CITY. THE CITY MAY CANCEL THE OPERATOR SELECTION PROCESS AT ANY TIME. THE CITY IS NOT RESPONSIBLE FOR THE COSTS INCURRED BY ANY OF THE APPLICANTS IN RESPONDING TO THIS REQUEST FOR PROPOSALS, INCLUDING IF THE CITY CHOOSES TO CANCEL THE SELECTION PROCESS.
II. Project Overview

Background

Century II Performing Arts & Convention Center (“Century II”), designed by John Hickman, opened in January 1969 on the East bank of the Arkansas River between Douglas and Waterman streets. The facility contains almost 200,000 square feet of contiguous exhibit space, 22 meeting rooms, a Concert Hall that seats 2,195 people in continental seating, Mary Jane Teall Theatre that seats 650 people in continental seating and a Convention Hall that seats around 4,700 people.

Connected to the facility is a 303-room Hyatt Regency Hotel. Pursuant to the Catering Contract with Ruffin/Hyatt Regency attached hereto as Exhibit K, the Hyatt currently operates the meeting rooms identified as 203 through 210 in drawing ID1.1 of the attached Exhibit C: Facility Floor Plans (“Promenade Level Meeting Rooms”). Further, the Hyatt owns and operates the facilities indicated in the hatched area of drawing ID1.1, including the Willow Room (meeting room).

Century II is home to Music Theatre Wichita and The Wichita Symphony Orchestra. There is a Memorandum of Understanding (“MOU”) between the City and each of these entities, and such MOUs are to remain in place with the Operator selected pursuant to this RFP. The MOUs are attached to this RFP as Exhibits G and H.

The Exhibits enumerated in the Table of Contents on page 3 of this RFP provide more information on the facility, the booking policy, and current agreements with various parties, including service providers.

The City is desirous of outsourcing facility operations in their entirety to a private organization.

III. Project Objectives

The following objectives have been identified for this contract:

A. Enter into an Operating Agreement with a firm capable of providing a full range of comprehensive management services for the facility.

B. Acquire services from a firm with a well-proven track record in managing such a facility.

C. Acquire services that are consistent with generally accepted operations of a first-class convention center.

IV. Submission Instructions

Respondents should carefully review this Request for Proposals. It provides specific technical information necessary to aid Respondents in formulating a thorough and responsive Proposal.

Qualifications Statements must include all items as outlined in Section VII, Required Qualifications Statement Content.

For short listed Respondents invited to submit Proposals, Proposals must include all items as outlined in Section VIII, Required Proposal Content.
A. Questions and Contact Information

All inquiries concerning this RFP should be submitted in writing directly via email to:

[CONTACT NAME HERE]
Purchasing Manager
Purchasing Department
City of Wichita, Kansas
City Hall, 455 N Main 12th Floor
Wichita, KS 67202

[EMAIL ADDRESS HERE]

During the Phase I Qualifications Statements period, no responses will be made to questions regarding the RFP received later than 5:00 pm CST, ____________, ____. All questions received prior to the designated “cut off” time, and their associated responses, will be provided to all registered Respondents in one or more addenda to the RFP, in the interest of promoting a level playing field for all Respondents.

During the Phase II Proposal period, no responses will be made to questions regarding the RFP received later than 5:00 pm CST, ____________, ____. All questions received prior to the designated “cut off” time, and their associated responses, will be provided to all registered short listed Respondents in one or more addenda to the RFP, in the interest of promoting a level playing field for all Respondents.

B. Deadline for Qualifications Statements (Phase I)

Qualifications Statements are due NO LATER THAN 3:00 pm CST, ____________, ____ to the location noted below. Late submissions will not be considered. Qualifications Statements must be sealed and marked with the firm name, RFP number, and Qualifications Statements due date. One (1) hard copy plus one (1) electronic copy in PDF or Microsoft Word format of the Qualifications Statement, with a separate sealed hard copy of the Respondent’s financial statements (described in VII. Required Qualifications Statements Content (Phase I), Company Information, Item 3) also delivered in a separate PDF, delivered by email, download link, or on a flash drive, are required to be submitted to:

[CONTACT NAME HERE]
Purchasing Manager
Purchasing Department
City of Wichita, Kansas
City Hall, 455 N Main 12th Floor
Wichita, KS 67202

[EMAIL ADDRESS HERE]

C. Deadline for Proposals (Phase II)

Proposals are due NO LATER THAN 3:00 pm CST, ____________, ____ to the location noted below. Late submissions will not be considered. Proposals must be sealed and marked with the firm name, proposal number, and proposal due date. One (1) hard copy plus one (1) electronic copy in PDF or Microsoft Word format of the Proposal, with the 5-year operating pro forma and supporting assumptions (described in VIII. Required Proposal Content (Phase II), Financial Plan, Item 2) and the compensation proposal (described in VIII. Required Proposal Content (Phase II),
Compensation Proposal also delivered in a separate sealed hard copy and a Microsoft Excel file, delivered by email, download link, or on a flash drive, are required to be submitted to:

[CONTACT NAME HERE]
Purchasing Manager
Purchasing Department
City of Wichita, Kansas
City Hall, 455 N Main 12th Floor
Wichita, KS 67202

[EMAIL ADDRESS HERE]

D. Qualifications Statement Format

The Qualifications Statement must be in 8-1/2-inch by 11-inch format. Brevity, concision, and clarity of information are encouraged. Qualifications Statements may have sheets printed on two sides, but no Qualifications Statement may contain more than 50 type-written sheets, not including the completed and signed Proposal Response Form (Attachment A). Dividers will not count toward the overall page count so long as they do not contain printed information beyond that required to simply delineate the sections of the submittal. The smallest typeface shall not be less than 11 points. Submissions that fail to comply with these requirements may be deemed non-responsive and may be subject to Respondent disqualification.

E. Proposal Format

The Proposal must be in 8-1/2-inch by 11-inch format. Brevity, concision, and clarity of information are encouraged. Proposals may have sheets printed on two sides, but no Proposal may contain more than 40 type-written sheets, not including the redlined Scope of Management Services document required under Item 3 of Section VII. Required Proposal Content – Operations Plan. Dividers will not count toward the overall page count so long as they do not contain printed information beyond that required to simply delineate the sections of the submittal. The smallest typeface shall not be less than 11 points. Submissions that fail to comply with these requirements may be deemed non-responsive and may be subject to Respondent disqualification.

F. Minimum Firm Qualifications

This section lists the criteria to be considered in evaluating the ability of companies interested in providing the service(s) and/or product(s) specified in this Request for Proposal. A Respondent must meet or exceed these requirements to be considered for award. Any exceptions or qualifications to the requirements listed should be clearly detailed in Respondent’s Proposal. Respondents shall:

1. Have a minimum of ten years’ experience in providing services similar to those specified in this RFP.
2. Firm shall have successfully performed at least five (5) contracts of similar scope with other public, quasi-public, nonprofit, or public/private organizations.
3. Have knowledge of and comply with all currently applicable, and as they become enacted during the contract term, federal, state and local laws, statutes, ordinances, rules and regulations. All laws of the State of Kansas, whether substantive or procedural, shall apply to the contract, and all statutory, charter, and ordinance provisions that are applicable to public contracts in the City shall
be followed with respect to the contract.

4. Experience with municipal and city governments is desired; however, the City will make the final determination based on Proposals received and the evaluation process.

5. Have the capacity and resources to acquire or provide all insurances and other financial commitments as outlined in the terms of this RFP, the Respondent’s Proposal, and the Operating Agreement.

6. Have the capacity and resources to provide all other services and meet all other obligations of the Operator in the Operating Agreement.

7. Have appropriate material, equipment and labor to perform specified services under the Operating Agreement.

8. It is the sole responsibility of the successful Respondent to ensure adherence to all applicable Local, State and Federal wage and labor laws and employment eligibility requirements.

V. RFP Timeline

The following dates are provided for information purposes and are subject to change without notice. Contact the Purchasing Department at (316) 268-4636 to confirm any and all dates.

- Operator RFP promulgated: ____________, 2020
- Pre-proposal conference: ____________, 2020
- Deadline for questions: 5:00 pm CST, ____________, 2020
- Addenda (if any) issued by: ____________, 2020
- Sealed Phase I Qualifications Statements due by: 3:00 pm CST, ____________, 2020
- Announcement of Short List for Phase II RFP: ____________, 2020
- Deadline for questions: 5:00 pm CST, ____________, 2020
- Addenda (if any) issued by: ____________, 2020
- Sealed Phase II Proposals due by: 3:00 pm CST, ____________, 2020
- Interviews (at City’s option*): ____________, 2020
- Operator notification by: ____________, 2020
- Contract negotiations complete by: ____________, 2021
- City Council approval by: ____________, 2021

*At the sole discretion of the City’s Selection Committee, firms submitting proposals may be requested to participate in an interview as part of the evaluation process. During this process, the City may request additional information or clarifications from Respondents or allow corrections of errors or omissions.

VI. Proposed Form of Agreements
The City and its consultant for this assignment are developing a draft Operating Agreement for Operator’s services. The Operating Agreement will include, among other provisions, and subject to negotiation of mutually satisfactory terms, the provisions included in the Scope of Management Services attached hereto as Attachment B, including rights and obligations of Operator and City, Operator’s compensation and terms thereof, and any additional terms negotiated between City and the selected Operator.

VII. Required Qualifications Statement Content (Phase I)

Each interested company must submit a “Qualifications Statement”. The Qualifications Statement shall contain the following information:

Submissions that do not meet the format criteria specified below MAY be disqualified as non-responsive.

All Qualifications Statement submissions shall include the following, clearly labeled/tabbed as indicated below:

Transmittal Letter and Proposal Response Form
1. Provide a statement in a cover or transmittal letter that your Qualifications Statement shall be valid for a period not to exceed 180 days after the date of issuance of the Qualifications Statement, and that the signatory to the cover or transmittal letter is authorized to bind the Respondent to the Proposal terms. Respondents will not be obligated to honor a Proposal which is not accepted within 180 days after issuance of such Proposal.

2. Completed and signed Proposal Response Form (Attachment A).

Executive Summary
1. Provide a brief executive summary (no more than 2 pages) that succinctly discusses your firm’s approach to the Project. Also, describe how you see your firm as uniquely qualified and a better choice to manage Century II than your competition for the Project.

Company Information
1. Provide a brief company history and profile and description of legal and organizational structure, number of employees, age of company, annual revenues, and principal officers. The Respondent must identify and distinguish between its own experience and qualifications and that of any parent entity, predecessor and/or wholly-owned or partially-owned subsidiary of the Respondent.

2. Provide a copy of your firm’s affirmative action plan.

3. Provide audited and certified financial statements for your organization’s last three years of operation. If the Respondent is a Joint Venture, a copy of the Joint Venture agreement must be submitted for each party.

4. Indicate if your company has been a party in any legal suit in the past five years that may have a material impact on your company’s ability to perform its duties with respect to the Project. If so, please explain.

5. Provide a complete and detailed list of your organization’s facility management experience for the last five years. Information provided should include a description of services provided and the term
of the management contract.

6. Provide more detailed information on 3 – 5 case studies of facilities managed within the past 5 years that are most comparable to Century II, with particular emphasis on similar facilities that are located in communities of a comparable size to Wichita. Each case study should include:
   a. Facility name and physical address.
   b. Type of facility (e.g. convention center, conference center, expo center, theater).
   c. Relevant descriptive facility information including gross square footage, net square feet of convention/exhibition space, meeting space, and seat count for included theaters, if any.
   d. Discuss what specific, quantifiable measures of success have been achieved through your company’s services in managing, programming and/or presenting at the venue. Of particular interest is venues where your company assumed operations after such venues were operated by a governmental entity (e.g. city, county, state).
   e. A reference including contact name, title, phone number, email address, and physical address of a representative of the facility owner that can attest to your company’s performance.

7. Discuss lessons learned from your operation of the 3 – 5 venues described in the case studies that are relevant in applying to potential improvements in the operations of Century II.

8. Provide a minimum of three professional references from the conference, convention, tradeshow and/or public/consumer show industries, including contact name, title, phone number, email address, and physical address and industry type.

9. Provide a comprehensive list of contracts that have not been renewed with the Respondent within the last five years. Include name, physical address and type of facility, in addition to the name, title, address, telephone and facsimile number of the client contact or contract administrator.

10. Provide an explanation of your entity’s experience in working with public entities and other entities that market facilities for a public entity (e.g. convention/visitors bureaus, downtown alliances), including cooperative efforts, philosophy, and results.

**Management Plan**

1. Describe your overall philosophy on how Century II should be managed.

2. Provide information on employee/employer relationships and the proposed management structure for the facility; suggested management organizational chart; how the management team will report to your organization’s regional and/or corporate offices and to the City; how you expect to interact with the City and its departmental functions, including executive/administration, marketing/public relations, operations/event services and finance/MIS.

3. Provide a suggested staff organizational chart that would reflect the proposed operating structure for Century II listing positions, functions, and responsibilities.

4. Provide resumes of key personnel and principals of the organization that will be involved in the management of Century II and whether such involvement will be on a fully informed daily basis or in an advisory capacity. Include years of experience with your company, years of experience in the industry, educational background, and relevant industry licensure, certifications, and/or
affiliations. Each resume should distinguish between project experience with your company vs. experience with other companies.

5. Describe whether you are open to engaging, as employees or independent contractors, current employees of the City working at Century II, provided such personnel are mutually satisfactory to the parties. Provide examples, if any, on where you have done this in the past, and ways to address potential challenges such as preserving benefits/pensions of former municipal employees whom you have engaged under similar transitions from governmental to private operations at other facilities.

**Marketing Plan Philosophy**

1. Discuss your proposed marketing and promotional concepts that will further the goals and objectives of Century II while also maximizing the benefits to the Wichita area. This should include your approach to co-promoting events and/or creating new events at Century II.

2. Explain how your organization’s network and/or relationships with promoters with venue networks will maximize programming and routing, and therefore revenue, opportunities. If you operate venues or promote entertainment for any other venues in the region, address how you would handle any conflicts that may arise between promoting this venue for such entertainment versus your other venue(s). Also describe any opportunities that may be available to the City in the event you operate or promote other venues in the region.

3. Describe your approach to annual fundraising to help sustain operations of the Project, including potential naming rights, operating and programming sponsorships, pouring rights, premium seating, personal seat licensing, and any other contractually obligated income (COI). Provide examples of past success with fundraising at other, similar venues.

4. Describe in general your proposed approach to booking/scheduling, promoting, advertising, and marketing events at Century II, including booking and scheduling events with outside event planners/promoters, event coordinators, and local events. This should include working with the City and local stakeholders. Include specific examples from other, similar venues of the Respondent’s ability to attract, book, and schedule similar events, including any available evidence and examples of networking among the Respondent’s clients or other means used to enhance programming.

5. Describe past experience working with other entities, such as local hotel properties or other entities in marketing and booking events. Describe how event scheduling and promoting were/are coordinated with other entities.

6. Discuss the possibility of operating under a radius restriction, whereby the Respondent agrees that during the Term of the Agreement it will not operate any convention or exhibition center within a defined radius of Century II, without the prior written approval of the City. If the Respondent proposes exceptions to the radius restriction, or if the Respondent already operates other facilities in the region, discuss such other facilities, with a particular focus on managed facilities within the state of Kansas. Discuss how you have prevented any conflict of interest in managing competing facilities in other, similar situations, and how you propose to prevent such conflicts of interest for Century II.
VIII. Required Proposal Content (Phase II)

Each interested short-listed Respondent (no more than three (3) Respondents will be short-listed by the City) must submit a “Proposal”. The Proposal shall contain the following information:

Submissions that do not meet the format criteria specified below MAY be disqualified as non-responsive.

All Proposal submissions shall include the following, clearly labeled/tabbed as indicated below:

Transmittal Letter and Proposal Response Form
1. Provide a statement in a cover or transmittal letter that your Proposal shall be valid for a period not to exceed 180 days after the date of issuance of the Proposal, and that the signatory to the cover or transmittal letter is authorized to bind the Respondent to the Proposal terms. Respondents will not be obligated to honor a proposal which is not accepted within 180 days after issuance.

Marketing Plan Details
1. Describe in greater detail your proposed approach to booking/scheduling, promoting, advertising, and marketing events at Century II. Include procedures and policies for scheduling events with outside event planners/promoters, event coordinators and others. Also, describe the approach for booking/scheduling local events. This should include working with the City and local stakeholders. In addition, discuss specifically any networking among the Respondent’s clients or other means used to enhance programming that would be available for Century II.
2. List event scheduling goals for the first three years of operation, including type and number of events.
7. Describe in greater detail how event scheduling and promoting at Century II will be coordinated with other entities, including the City, the Hyatt Regency, local groups and other stakeholders. Describe any potential issues/concerns regarding the facility’s relationship with other entities, if any, and provide information on how these issues/concerns may be addressed.

Operations Plan
1. Provide a description of the policies and proposed methods of providing the following facility management services. Include a discussion of providing these services in-house or by contracting with an outside party, as well as a discussion of your approach for dealing with existing agreements.
   a. Event Set-up and Tear-Down – the labor, equipment and materials required to timely and adequately set-up and breakdown all events utilizing Century II.
   b. Event Services – all services such as cleaning, business services, electrical, carpentry and plumbing required for a successful event.
   c. Site Maintenance and Engineering – all maintenance and engineering services required to guarantee a safe and well-maintained facility and efficient operation of Century II. Describe the upkeep and preventative maintenance plan for the facility.
   d. Security – all security services needed to keep Century II and surrounding grounds safe for visitors, renters, and artists and in compliance with all laws.
   e. Custodial Services – the labor and maintenance required to clean and service all areas of
Century II, with specific attention to special cleaning services and protocols required in the current COVID-19 environment.

f. Food Services – If applicable, the provision, labor, purchasing and maintenance required to manage first-class catering and concessions at Century II.

2. Identify those services described above that are intended to be contracted out and identify how local, certified minority, and women-owned businesses have been used in other facilities under the management of the proposing firm, to provide services, supplies and materials for the facilities, and what general plans the Respondent would have in terms of doing the same in Wichita for Century II. This summary should include any requirements that may have been placed on firms with whom the Respondent has contracted for services regarding their use of local, minority, and women-owned businesses and subcontractors.

3. Identify any proposed modifications to the proposed Scope of Management Services attached to this RFP as Attachment B. Provide any such proposed modifications by redlining the Exhibit and including in this section. This redlined document will not count toward the page limitation of the RFP.

Financial Plan

1. Provide a strategy for minimizing the annual operating expenses and maximizing the annual operating revenues of Century II. A primary mission of Century II is to generate new visitation and associated economic impact for Wichita and the surrounding region. However, it is understood that a strong focus on the maximization of economic impact can run counter to convention facility financial performance, and vice versa. Discuss the critical balance that needs to be struck for convention facilities between financial operating performance and economic impact generation, and examples of approaches/strategies that you have employed to attempt to bring these two issues closer to a "win-win" situation for the facility and host community.

2. Develop an operating pro forma for the first five years of operations. Include a detailed description of all expenses and revenues, by line item, and provide an explanation of how each line item was developed and the assumptions used. The management fee paid to your entity, and any food and beverage management or other fees should be included as one or more separate line item expense(s). Include a clear delineation of fixed and incentive-based fees as separate line items.

3. Understanding that the City will be financially responsible for, and have the final approval over capital improvements, provide a description of your entity’s role in identifying and prioritizing capital improvements, including capital expenditures planning and budgeting, approval, billing, purchasing, and letting of contracts.

4. Provide actual examples of management/financial reports used by your organization to advise governmental entities of performance.

Compensation Proposal

1. It is the City’s desire to obtain creative compensation proposals related to the management of Century II. It is assumed that compensation for the selected Management Firm will consist of a "base and incentive fee" structure. At a minimum, each proposal shall address the following:
   a. Base Fee – the amount of the proposed annual fee for management services, if any.
b. Incentive Fee(s) – identify the standards that will be used to determine the amount of the incentive fee. Be advised that the City is interested in incentives that balance the need for: (a) minimizing operating deficits; (b) maximizing the attraction of non-local, economic impact generating events; and (c) maintaining high standards of physical product and service quality.

c. Capital Investment(s) – identify whether your company proposes to invest in additional fixtures, equipment; a “key money” investment for program development/co-promotion; or other aspects of Century II, and discuss the proposed terms of any such investment.

d. Naming Rights Services – identify whether your company proposes to provide services in assisting Owner to obtain Naming Rights (as defined in Attachment B – Scope of Management Services) and discuss the proposed services and compensation relating to such services.

All fee proposals and the proposed terms of the Operating Agreement included in the Respondent’s Proposal will be subject to negotiation, the Owner’s requirements for the Project and the structure and scope of the Operating Agreement and any related agreements, if any, with the selected Operator.

IX. Selection Process

A. Evaluation Criteria

The selection process will be based on the responses to this RFP. The City’s Selection Committee will judge each Proposal as determined by the scoring criteria below.

<table>
<thead>
<tr>
<th>Component</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposed Staff Qualifications – Industry knowledge/experience and qualifications of on-site General Manager and other proposed management staff, along with consideration of regional/national management staff who will have supervisory responsibility over facility.</td>
<td>20</td>
</tr>
<tr>
<td>Proposed Management Plan - Demonstrated capability to operate and manage a first-class, high quality, fine arts and convention center consistent with the goals and objectives set forth in the Scope of Work. In addition, the extent to which the Respondent has developed approaches to general operations, operational budgeting, staffing, repair and maintenance, customer service, sales and marketing, and other key areas that are reflective of conditions unique to Century II.</td>
<td>20</td>
</tr>
<tr>
<td>Firm Experience – The experience, qualifications, performance, and national stature of the firm and experience in managing convention centers.</td>
<td>15</td>
</tr>
<tr>
<td>Demonstrated Financial Stability and Capability</td>
<td>15</td>
</tr>
<tr>
<td>Cost - Fixed Fee/Incentive Fee Components</td>
<td>20</td>
</tr>
<tr>
<td>Quality of Transition Plan</td>
<td>5</td>
</tr>
<tr>
<td>EBE/DBE Goal</td>
<td>5</td>
</tr>
<tr>
<td>Total Points</td>
<td>100</td>
</tr>
</tbody>
</table>
Any final negotiations for services, terms and conditions will be based, in part, on the Respondent’s method of providing the service and the compensation agreement achieved through discussions and agreement with the City’s Selection Committee. The City is under no obligation to accept the lowest priced proposal and reserves the right to further negotiate services and costs that are proposed. The City also reserves the sole right to recommend for award the proposal and plan that it deems to be of the best value to the City. The City reserves the right to select, and subsequently recommend for award, the Respondent whose Proposal is deemed to best meet the City’s needs, required quality levels and budget constraints.

If agreement on terms and conditions cannot be reached with the highest-ranked Respondent, Owner may, at its discretion, discontinue negotiations with that firm and proceed to negotiate terms and conditions with the next highest-ranked firm, and so on. The City also reserves the right to reject any and all Proposals, for any reason, if deemed to be in the best interest of the City, or to solicit proposals from and/or negotiate with other operators in the event Proposals are unsatisfactory to the City or agreement on terms and conditions satisfactory to the City cannot be reached with any Respondent to this RFP.

X. General Terms and Conditions

A. Respondents should carefully read the information contained herein and submit a complete response to all requirements and questions as directed. Proposals which are qualified with conditional clauses, or alterations, or items not called for in the RFP, or which contain irregularities of any kind, are subject to disqualification by the City at its sole discretion.

B. The City reserves the right to accept or reject any or all proposals, solicit new Proposals, or to accept any Proposal deemed to be in the best interest of the City. A Proposal, or all Proposals, may be accepted or rejected by City for any reason or for no reason, without any resulting liability to City and its advisors to the RFP, and the City may waive any formalities or technicalities. The City will not be bound to act by any previous communication or consider any qualification packages submitted by firms other than in response to and in accordance with the requirements of this RFP.

C. Following the receipt of Proposals, the City may interview up to three candidates for final selection. However, the City is not required to conduct interviews with any Respondents and reserves the right to make the selection of the selected Respondent based solely on Respondent’s Proposal.

D. By submitting a Proposal, the Respondent recognizes that all information and material contained therein are submitted by the Respondent for the express purposes of inducing the City to award a contract to the Respondent; acknowledges that the City is authorized to determine by any means the truth and accuracy of all statements made therein; acknowledges that intentional submission of false or misleading information may disqualify the Respondent from consideration; and states that the information submitted is true, accurate and complete.

E. Respondents should not construe a Proposal as a contract nor infer a commitment of any kind. The RFP does not commit the City to pay for costs incurred in the submission of a Proposal or for any costs incurred prior to the execution of a final contract. Respondents acknowledge and agree that the City will not be responsible for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liabilities incurred by any Respondent as a result of, or arising out of, submitting a Qualifications Statement or Proposal or participating in this selection process, or due
to the City’s acceptance or non-acceptance of a proposal. The City also reserves the right to cancel, alter, or amend this RFP.

F. By submitting a Proposal, the Respondent recognizes that all information and material contained in this RFP are the sole property of the City, and Respondent agrees that it will not use such information and material for any purposes other than evaluation of this opportunity and the preparation of its Proposal and any additional information which may be requested by the City pursuant to this RFP.

G. The Respondent hereby authorizes the City to contact the Respondent’s references identified in its submission, and any and all other persons identified in any investigation conducted by or on behalf of the City, and obtain release of pertinent information, as well as to obtain verification of information provided by or on behalf of the Respondent.

H. Proposals must comply with all applicable federal, state, county and local laws concerning these types of services.

I. The apparent silence of this RFP as to any detail or to the apparent omission of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

J. This RFP is based upon the scope of services described herein and the other information provided in this document. Each Respondent is required before submitting their Proposal to be thoroughly familiar with the scope of services requested, the information in this RFP, and the terms and conditions contained herein. No allowance will be made because of Respondent’s lack of knowledge of any aspect of this RFP. It is the responsibility of each Respondent to ascertain the completeness of the information contained herein and to thoroughly address those concerns through questions or requests for clarification prior to formulating and submitting its Proposal. It is the responsibility of the Respondent to assure itself that information contained herein is accurate and complete. Neither City nor its advisors provide any assurances as to the accuracy of any information in this document.

K. Any reliance on these contents, or any prior communications with City officials or advisors, shall be at the Respondent’s own risk. Prospective Respondents should rely exclusively on their own investigations, interpretations, and analyses in connection with this matter. This RFP is being provided by City and its advisors without any warranty or representation express or implied, as to its content, its accuracy or completeness. No warranty or representation is being made by City or its advisors that any Proposal conforming to these requirements will be selected for consideration, negotiation, or approval.

L. In case of any doubt or difference of opinion as to the items furnished herein, the decision of City shall be final and binding on all parties. All matters relating to the validity of any provision of this RFP or any subsequent agreement entered into pursuant to or as a result of this RFP, the laws of the State of Kansas shall have jurisdiction with respect to any action brought under the RFP or under any subsequent agreements entered into pursuant to and as a result of this RFP. Venue or jurisdiction of any suit, right or cause or actions arising under or in connection with these specifications shall lie exclusively in Sedgwick County, Kansas.
M. Any costs incurred by the responding firms in the preparation and delivery of this Proposal and participation in interviews are the sole responsibility of the submitting firm. The City assumes no liability for any expenses incurred by any responding firm throughout this entire selection process.

N. Respondents will refrain, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in or exert influence over the selection process. This process is intended to promote a level playing field for all potential operators. All contacts in regard to this RFP must be made in accordance with Section IV, Submission Instructions.

O. By submitting its proposal, and by executing an agreement with the City for services under the Operating Agreement, Respondent represents its belief that the Project can be operated as set forth in its Proposal, including the operating pro forma set forth therein.

P. Respondents are hereby advised that Proposals will not be returned; all information provided therein, and any subsequent information that may be presented by interested operators to City will be the property of the City at the time of submission.

Q. Submission of a proposal indicates acceptance by the vendor of the conditions contained in the RFP and agreement to enter into a contract. The City reserves the right to accept or reject any or all proposals submitted and to retain all proposals or any ideas submitted in a proposal, regardless of whether a proposal is selected.

R. City and its consultant for this assignment agree to keep any financial statements (described in VII. Required Qualifications Statement Content, Company Information, Item 3), the 5-year operating pro forma and supporting assumptions (described in VIII. Required Proposal Content (Phase II), Financial Plan, Item 2), and the compensation proposal (described in VIII. Required Proposal Content (Phase II), Compensation Proposal) confidential to the extent allowed by law, provided the Respondent identifies such information as “Privileged and Confidential” and submits such information in accordance with the other instructions in this RFP. However, no guarantee is made that information will be withheld from public view if disclosure is required by legal process.

-- ATTACHMENTS AND EXHIBITS FOLLOW --
ATTACHMENT A – PROPOSAL RESPONSE FORM

RFP# _____________

Request for Proposals for Professional Management Services for:
Century II Performing Arts & Convention Center
Wichita, Kansas

The undersigned, on behalf of the proposer, certifies that: (1) this offer is made without previous understanding, agreement or connection with any person, firm, or corporation submitting a proposal on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the proposer is entered; (4) they have read the complete Request for Proposal and understands all provisions; (5) if accepted by the city, this proposal is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted proposal will be their responsibility.

NAME ____________________________________________________________________
DBA/SAME ____________________________________________________________________
CONTACT _____________________________________________________________________
ADDRESS ______________________________ CITY/STATE __________________________ ZIP ______
PHONE ___________________________ FAX __________________ HOURS ___________
STATE OF INCORPORATION or ORGANIZATION __________________ COMPANY __________________
WEBSITE ADDRESS ___________________________ EMAIL __________________________
NUMBER OF LOCATIONS __________ NUMBER OF PERSONS EMPLOYED ________________________
TYPE OF ORGANIZATION: Public Corporation ______ Private Corporation______ Sole Proprietorship ____
Partnership______ Other (Describe): ______________________________
BUSINESS MODEL: Small Business _____ Manufacturer _____ Distributor _____ Retail ________
Dealer _____ Other (Describe): ___________________________________________________________
Not a Minority-Owned Business: _____ Minority-Owned Business: _____ (Specify Below)
___African American ___ Asian Pacific ___ Subcontinent Asian ___ Hispanic ___Native American
Other - Please specify__________________________
Not a Woman-Owned Business: _____ Woman-Owned Business: _____ (Specify Below)
___Not Minority -Woman Owned ___ African American-Woman Owned
___Asian Pacific-Woman Owned___Subcontinent Asian-Woman Owned ___Hispanic Woman Owned
___Native American-Woman Owned ___ Other – Woman Owned – Please specify_____________________
ARE YOU REGISTERED TO DO BUSINESS IN THE STATE OF KS: _____Yes _____No
INSURANCE REGISTERED IN THE STATE OF KS WITH MINIMUM BEST RATING OF A-VIII:
___Yes ___No
ACKNOWLEDGE RECEIPT OF ADDENDA: All addenda are posted to our RFQ/RFP web page and it is the
vendor’s responsibility to check and confirm all addendum(s) related to this document by going to .
NO.______, DATED _______; NO.______, DATED______; NO.______, DATED______

In submitting a proposal, vendor acknowledges all requirements, terms, conditions, and sections of this document. Proposal submission format should be by order in which sections are listed throughout the document. All minimum and general requirements should be specifically addressed and detailed in proposer’s response. Exceptions to any part of this document should be clearly delineated and detailed.
ATTACHMENT B – SCOPE OF MANAGEMENT SERVICES

General Operator Responsibilities During Project Operations

Specific services and expectations of the professional management operator will include, but not be limited to the following:

1. Respond in a timely manner to reasonable requests from the City and its agents or counsel.
2. Manage, operate, and maintain the facility to the highest industry standards and in the best interest of the City. Ensure that the facility is kept clean, safe, secure and in good working order.
3. Protect the City's capital investments through high quality maintenance, supervision of repairs and recommendations to the City on capital expenditures.
4. Effectively involve, as much as is practical, all sectors of the local community in the business and employment opportunities that will become available as a direct or indirect consequence of the operation of Century II.
5. Maximize community-wide economic impact generation (via the accommodation of non-local conventions, tradeshows, conferences, and meetings) and overall utilization of the facility, while focusing on minimizing the annual operating cost borne by the City. Creative and experienced approaches in striking this critical balance are of utmost importance to the City.
6. Book a mix of community-oriented events providing economic and cultural benefits to the City, which by their nature involve all segments of the community and may not necessarily lead to direct profits to Century II.
7. Operate the Project in compliance with the City’s mission to provide a cultural resource for Wichita and the region by delivering a broad array of cultural, educational, entertainment, sporting, meeting, conference, exhibition, and other activities and events to meet the demands of residents of the South-Central Kansas marketplace.
8. Work closely with organizations like Visit Wichita and the local hospitality industry to aggressively promote and market Century II. Attract regional and national events that will increase the economic impact that Century II has on the region via hotel room nights, food and beverage sales, entertainment and transportation and other such direct spending.
9. Participate in a collective effort of the community, local arts groups and live performance theaters to promote the City and the region as a preeminent destination for live theater and performance, including by promoting joint events, package sponsorships whenever reasonably possible, cross-subscription and other cross-marketing efforts.
10. Maintain a system of communication that encourages linkage and collaborative effort between and among other segments of the hospitality industry within the community.
11. Maintain an open, clear, and responsive reporting system that enhances all facility operations and public perception of Century II.
12. Meet or exceed the benchmarks established in the Operating Agreement and any respective annual adjustments thereto.
13. Comply with the booking policy to be established by City, with operator’s review and input, which booking policy will provide for priority booking of the theater on certain terms for certain resident...
organizations in Wichita, including Music Theatre Wichita, the Wichita Symphony Orchestra, and possibly other organizations. The current booking policy is attached hereto as Exhibit F.

14. Maintain and operate the Project in accordance with the Operating Standards. “Operating Standards” means the operation of the Project in a manner consistent with (i) other convention centers in the United States of similar age and condition as Century II; (ii) current prudent business and management practices applicable to the operation, repair, maintenance and management of convention centers of similar age and condition as Century II, including compliance with Legal Requirements; (iii) the requirements and limitations to be set forth in the Operating Agreement; (iv) at a minimum, the standards applicable to other convention centers operated by Operator or an affiliate of Operator; (v) keeping the Project in a clean, safe, sanitary and attractive condition and in good working order; and (vi) reasonably calculated to protect and preserve the assets and the City’s investment in the Project. Century II must be maintained and operated by the Operator in a manner consistent with other United States convention centers of similar age, condition, size and programming as the Project that are generally recognized in the industry as being capable of providing a high-quality patron experience in all material respects.

15. Operate the Project in compliance with Legal Requirements. “Legal Requirements” means all laws, statutes, ordinances, rules, regulations, permits, licenses, and requirements of all governments or regulatory authorities, that now or hereafter may be applicable to the Project and the operation thereof, including those relating to employees, zoning, building, health, safety and environmental matters, and accessibility of public facilities. “Legal Requirements” also includes intellectual rights of third parties, including copyright.

16. Manage, in the most efficient and cost effective manner possible, all aspects of Century II operations such as grounds-keeping, custodial and maintenance services, security, booking, marketing, event services including event set-up/tear down, food service, scheduling, sponsorship and promotional services and financial/administrative services including accounting, budgeting, purchasing, human resources/personnel and contracting.

17. Continuously operate the Project and comply with Operator’s obligations under the Operating Agreement in accordance with the Operating Standards; not abandon the Project; and act in good faith to maximize Gross Revenues at the Project to the greatest extent possible consistent with the City’s objective to maximize economic impact, in accordance with the Operating Agreement. “Gross Revenues” means all revenues and receipts of every kind derived from Operator’s operation and management of the Project, including, but not limited to all revenues and income from events at the Project, including rental income, ticket sales, food & beverage revenue, merchandise and novelties, Facility Fees, Sponsorship Revenue, advertising revenue, facility license fees, facility equipment chargebacks, insurance proceeds (not including proceeds related to repair or replacement of the Project), ticketing or other rebates, and/or other revenues earned by Operator directly or indirectly as a result of its operation and management of the Project; and interest received or accrued, including accounts for revenue from advance ticket sales.

18. Administer all utility and other contracts required in the ordinary course of business in operating Century II, and if necessary or requested by the City, participate in the solicitation of, and negotiations with, competing service providers.

19. Provide, or cause to be provided, all incidental services required in connection with Century II or its events and provided services.
20. Ensure grounds are properly manicured and passable.

21. Maintain an adequate staff of courteous and efficient employees on duty at Century II and provide appropriate supervision of such employees.

22. Develop, establish and follow, to the extent reasonably practicable, a resource and energy conservation program to achieve the energy-efficient management and use of the Project, while still maintaining the Operating Standards of the Project.

23. Establish and manage an event ticketing operation for the Project, consistent with the Operating Standards, including telephone, internet, and window sales. Operator may allocate tickets to other vendors for sale, provided the full facility fees are collected by such vendor and paid to Operator. Operator will use best efforts to ensure that the box office hours of operation are sufficient to ensure accessibility by the Project patrons.

24. Prior to the open to public date, develop, subject to the City’s approval, a plan for Front of House Services. As of the effective date, Operator will implement, oversee, and direct the Front of House Services in accordance with the Operating Standards. “Front of House Services” means ushers, wait staff, ticketing, emergency medical technicians, and house manager services provided at the Project.

25. Develop a janitorial, cleaning, and maintenance program, which Operator will implement to keep the Project building in compliance with the Operating Standards.

26. Provide sufficient security services throughout the Project building so it remains at all times in compliance with the Operating Standards and creates a safe and comfortable experience for everyone at the Project.

27. Provide or cause to be provided concessions, catering, and beverages at the Project (“Food and Beverage Services”), to include concessions, event catering, backstage catering and other similar activities at the Project.

**Repair and Maintenance; Capital Expenditures**

28. As needed, Conduct repairs as necessary, certifying that work is compliant with, and when possible exceeds, City Ordinances, and City, State and Federal regulations. perform Repair and Maintenance as necessary as an Expense to be accounted for the operating budget, certifying that work is compliant with, and when possible exceeds, City Ordinances, and City, State and Federal regulations. “Repair and Maintenance” means any and all repairs, maintenance, alterations, improvements, renewals or replacements to the Project building, FF&E or items leased, supplied, maintained and replaced by Operator at the Project in accordance with this Agreement, excluding Capital Expenditures. Repair and Maintenance includes drywall patching; exterior and interior repainting and touchup painting; routine maintenance of mechanical, electrical, heating, ventilating, air conditioning, plumbing and vertical transportation systems; replacement of light bulbs and tubes; tile maintenance (including caulk and grout); maintenance of the interior of the Project Building, including carpeting, windows, doors, glass, restrooms, handrails, and walls; and concrete maintenance and repairs.

29. Review and provide input to the City in preparing a Capital Expenditures schedule (“Capital Replacement Schedule”). The initial proposed Capital Replacement Schedule will be prepared by Operator, with input from, and subject to the approval of, the City, every year. “Capital Expenditures” means costs incurred after the effective date for the replacement of major capital assets or additions to or replacement of major equipment, systems, structures, or materials used, or to be used, at the Project.
Payment for Capital Expenditures is the responsibility of the City. Capital Expenditures excludes Repair and Maintenance.

30. Prepare annual Capital Expenditures budgets for the estimated cost of Capital Expenditures planned for the two years following each such budget, which Capital Expenditures are needed in the reasonable opinion of Operator to keep and maintain the Project during such period in compliance with the Operating Standards, and recommend any Capital Expenditures which may generate additional ancillary revenue streams.

31. Work diligently and in good faith with the City to establish a reasonable schedule for the completion of Capital Expenditures approved by the City that accommodates the City’s funding schedule and minimizes disruption to events in the venue.

Insurance and Indemnification

32. Procure and maintain insurance required for the Project operations, subject to specific requirements to be set forth in the Operating Agreement, the cost of which insurance will be accounted for as an Expense in the operating budget. “Expense” means costs and expenses incurred in the Operator’s operation and management of the Project, including the replacement and repair of components and FF&E, except for those items that are Capital Expenditures. Additional duties of Operator related to insurance are expected to include:

32.1. Promptly cause to be investigated all accidents and claims for injury or damage relating to the operation and maintenance of the Project, as they become known to Operator, and promptly report to City any such incident that is material;

32.2. Promptly cause to be investigated all damage to or destruction of the Project, as it becomes known to Operator, and promptly report to City any such incident that is material, together with the estimated cost of repair thereof;

32.3. Promptly prepare any and all reports required by any insurance company as the result of an incident mentioned in the insurance section of the Operating Agreement, acting as the agent for all other named insureds, additional insureds, mortgagees, and loss payees;

32.4. Cooperate with all consultants and experts, including architects, engineers, contractors and accountants hired by City, as needed, to assist in analyzing any loss or damage, determining the nature and cost of repair, and preparing and presenting any proofs of loss or claims to any insurers, unless such loss is due to claims resulting from a structural defect, or unless City elects to assign an independent adjuster or appraiser for this purpose, in which case Operator will cooperate fully with such adjuster or appraiser.

32.5. Before any party other than the Operator is licensed to use any portion of the Project for a performance, function or other activity, including rehearsals, see that said party has obtained certificates of insurance demonstrating coverages customary for third party usage of similar performing arts centers of the Project’s size and nature; and

32.6. Maintain in effect for the Project a bona fide safety program to include employees and the public, and maintain an emergency evacuation plan for the Project.

32.7. Indemnify and hold harmless City, its agents, officers and employees from and against any and all actions, claims, lawsuits, proceedings, liability damages, losses and expenses (including attorneys’ fees and costs) arising out of or resulting from the performance of the Operating...
Agreement to the extent the same are caused by any negligent or wrongful act or omission of Operator, its officers, agents and employees. City will provide a reciprocal indemnity provision to Operator in the Operating Agreement.

32.8. Provide City with prompt notice of all claims for which indemnification is sought. City will provide Operator with prompt notice of all claims for which indemnification is sought. Each Party will fully cooperate with the other in the defense or settlement of all such claims.

32.9. When Operator is required to indemnify, defend, and hold harmless City with respect to a claim under this Section, Operator will not unreasonably withhold, condition, or delay its consent to any settlement thereof proposed by City. City will provide a reciprocal commitment to Operator in the Operating Agreement.

Financial Terms and Reporting Requirements

33. Collect all revenues generated through the operation of Century II and document and spend all monies necessary for the proper management, operation, maintenance, and supervision of the facility.

34. Provide such advice and assistance in relation to the operation, management, maintenance and supervision of Century II as the City may require, including, but not limited to, recommending potential changes to sources of revenue, partnerships, prices and policies and other such practices that could potentially improve the financial success of the facility.

35. Solicit and obtain sponsorships in order to generate Sponsorship Revenue to be included as gross revenue in the operating budget. “Sponsorship Revenue” means revenue received by City or Operator from presenting or otherwise supporting a single event or multiple events at the Project, and includes cash and in-kind contributions from a sponsor. Sponsorship Revenue excludes naming rights pursuant to which a party’s name may be incorporated into the title of the Project or various components of the Project physical facilities (“Naming Rights”). City will be the sole beneficiary of Naming Rights income, and will assume the rights and obligations associated with Naming Rights, including fulfillment costs. Operator will cooperate, comply with, and implement all operational provisions of Naming Rights agreements and contracts, and if fulfillment costs are incurred by Operator, such fulfillment costs will be reimbursed to the Operator by City, subject to presentation by Operator to City of a properly detailed and supported invoice. In the event that Naming Rights agreements are in conflict with sponsorships at the Project, the parties agree to use best efforts to resolve the conflict. In the event the parties are unable to resolve the conflict, Naming Rights agreements will have priority over sponsorship agreements. At its option, Operator is invited to set forth in VIII. Required Proposal Content (Phase II), Compensation Proposal, Item 1.d of this RFP to submit proposed services and compensation to assist Owner in obtaining Naming Rights.

36. Agree with the City on a facility fee surcharge on all tickets sold for Events (“Facility Fee”) and charge and collect the Facility Fee. Adjust the amount of the Facility Fee as needed from time to time, subject to City’s approval. The disposition of the Facility Fee will be negotiated with Operator and set forth in the Operating Agreement. “Facility Fee” means the surcharge, on all tickets sold for events, which will be used by Operator exclusively for operation of the Project, or as otherwise set forth in the Operating Agreement.

37. Provide monthly financial, operating, maintenance, management, and other such reports as required by the City to the City throughout each Fiscal Year, in accordance with an activity and financial reporting procedure to be defined and attached as an exhibit to the Operating Agreement. Financial reports will
include a proposed operating budget for the next operating year to be prepared by Operator in accordance with the financial reporting procedure exhibit to the Operating Agreement.

38. Develop annual plans and operational budgets for the City incorporating defined performance measures. Comply with the spending limitations imposed by such plans and budgets. Upon conclusion of the fiscal year, conduct an audit by a certified public accounting firm to develop audited financial reports and to certify compliance with generally accepted accounting principles. City will be entitled to communicate directly with the accountant who prepared the financial statement with inquiries and clarifications regarding the financial statements.

39. To the extent Operator’s services for the Project are provided through centralized services provided to multiple facilities (“Centralized Services”), Operator will be required to fully account for such Centralized Services charges in each operating budget. Operator will ensure that Centralized Services Charges represent a reasonable allocation of Centralized Services provided to the Project. Operator will be required to guarantee that Centralized Services do not exceed an amount to be negotiated for the first year’s (or partial year’s) operating budget. Thereafter, annual CPI adjustments to Centralized Services charges will be allowed by City. The parties will agree that it is not the intent that either party receives a windfall or to be allocated more than its respective fair share of the costs associated with Centralized Services.

**Miscellaneous**

40. Conform to and comply with dispute resolution procedures to be set forth in the Operating Agreement.

41. Without City’s prior written approval, refrain from assigning, or pledging the Operating Agreement as security for any debt, and refrain from assigning any of Operator’s rights or obligations under the Operating Agreement.

42. Agree to a radius restriction during the term of the Operating Agreement, pursuant to which Operator will not develop or operate a competing venue within a to be negotiated radius of the Project, unless approved in writing by City. As a part of the radius restriction negotiation, Owner will consider potential exceptions to the radius restriction in the event that Operator currently operates or promotes other venues in the region and can demonstrate the benefit to the City of such arrangement as set forth in Operator’s response to VII. Required Qualifications Statements Content (Phase I), Marketing Plan Philosophy, Item 2.

43. Upon the expiration of the term of the Operating Agreement or earlier termination of this Agreement in accordance with the Operating Agreement terms and conditions, peacefully surrender the Project to City. Operator will cooperate fully with City and any replacement operator, and assure that the transfer of responsibility for operation of the Project is not encumbered or delayed in any way and will, within a reasonable time after City’s demand, provide City with a full accounting of all operations and transactions in connection with Operator’s management of the Project. Subject to City’s consent, which City may withhold in City’s discretion, Operator will also transfer all tangible and intangible property to City, including, but not limited to all:

43.1. Marketing material used in connection with the operation of the Project;

43.2. Non-exclusive license to patron mailing (including any physical and electronic) lists;

43.3. Copyrights, trademarks and service marks, etc.;

43.4. Contracts and commitments for any events that have been booked or scheduled;
43.5. Upon receipt of a general indemnification by City, all box office receipts and advance ticket sale receipts for all events subsequent to termination; and

43.6. The remaining balance of operating reserves, if any, after payment of any then-due Expenses; and

43.7. Certified financial statements current as of the date of the expiration or earlier termination of the Operating Agreement.
EXHIBIT C – FACILITY FLOORPLANS
EXHIBIT D – KITCHEN INVENTORY
EXHIBIT E: 2018 AND 2019 STATEMENTS OF OPERATIONS AND CAPITAL EXPENDITURES
EXHIBIT F: CURRENT BOOKING POLICY
EXHIBIT G: MEMORANDUM OF UNDERSTANDING WITH MUSIC THEATRE WICHITA
EXHIBIT H: MEMORANDUM OF UNDERSTANDING WITH WICHITA SYMPHONY ORCHESTRA
EXHIBIT O – STAGEHAND CONTRACT