

**CITY OF NAMPA
9 – 12th Ave. S.
Nampa, ID 83651
(208) 468-5488**

**Request For Proposals
For Professional Management Services**

This Request for Proposals (RFP) is issued by the City of Nampa (City). The purpose of this RFP is to establish a contract with a qualified firm to provide comprehensive, quality management and operations services of the Ford Idaho Center that is owned by the City. The Ford Idaho Center includes the Ford Idaho Center Arena, the Ford Idaho Sports Center, the Ford Idaho Center Amphitheater, and the Ford Idaho Horse Park.

The successful Proposer will be responsible for the comprehensive management and operation of Ford Idaho Center. The successful Proposer shall be an independent contractor and shall furnish all management, supervision, labor, and any or all other services required by the City, consistent with generally accepted operation of a first-class public assembly facility.

Complete documentation concerning this RFP can be found at www.FindRFP.com.
Solicitation ID: **20150319FIC**

Proposals must be physically received by the City of Nampa Economic Development Department at the address below no later than 4:00 p.m. MDT on Friday, May 8, 2015.

Beth Ineck
City of Nampa
Economic Development Department
9 – 12th Ave. S.
Nampa, ID 83651
ineckb@cityofnampa.us

**REQUEST FOR PROPOSALS FOR
PROFESSIONAL MANAGEMENT SERVICES
FOR THE
FORD IDAHO CENTER**

SOLICITATION INFORMATION AND SELECTION SCHEDULE

Solicitation Number:	20150319FIC
Solicitation Title:	Professional Management Services for the Ford Idaho Center
Release Date:	Thursday, March 19, 2015
Advertisement Dates:	Tuesday March 24, 2015 & March 31, 2015
Non-Mandatory Pre-Proposal Meeting/Tour:	Tuesday, April 7, 2015, 1:00 p.m. MDT
Final Date for Written Inquiries:	Monday, April 13, 2015, 4:00 p.m. MDT
Response Deadline for Written Inquiries:	Friday, April 17, 2015, 4:00 p.m. MDT
Proposal Due Date and Time:	Friday, May 8, 2015, 4:00 p.m. MDT
Shortlist Announced for Interviews:	TBD – Tentatively Monday, June 1, 2015
Oral Interviews: (if necessary):	TBD – Tentatively the week of June 15, 2015
Anticipated Agreement Start Date:	No later than October 1, 2015
City Representative:	Beth Ineck 208-468-5488 ineckb@cityofnampa.us

* In the event that a Vendor cannot be selected based solely on proposals submitted, oral interviews may be conducted at the City's sole discretion.

** The City of Nampa reserves the right to amend the solicitation schedule as necessary.

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Section 1 - Introduction and Instructions

1.01 Purpose of the RFP

This Request for Proposals (RFP) is issued by the City of Nampa (City). The purpose of this RFP is to establish a contract with a qualified firm to provide comprehensive, quality management and operations services of the Ford Idaho Center that is owned by the City. The Ford Idaho Center includes the Ford Idaho Center Arena, the Ford Idaho Sports Center, the Ford Idaho Center Amphitheater, and the Ford Idaho Horse Park.

At the conclusion of the RFP process described herein, and upon execution of a Management Agreement, the successful Proposer will be responsible for the comprehensive management and operation of the Ford Idaho Center. The management and operation of the Ford Idaho Center will include planning, organizing, promoting, directing, booking, marketing, ticketing, security, cleaning, maintenance and other similar related services customarily provided pursuant to an agreement of this type. The successful Proposer shall be an independent contractor and shall furnish all management, supervision, labor, and any or all other services required by the City, consistent with generally accepted operation of a first-class event and public assembly facility. It is the desired goal of the City to have an executed agreement with the successful Proposer no later than September 1, 2015 with work to commence no later than October 1, 2015.

1.02 Contact Information

All questions regarding this RFP are required to be submitted in writing to Beth Ineck at 9 12th Ave. South, Nampa, ID 83651 or by sending a formal request attached by email to ineckb@cityofnampa.us. Answers to questions will be posted to www.FindRFP.com within two (2) business days. The deadline for questions is Monday, April 13, 2015 at 4:00 pm MDT.

Submittals must be signed by a duly authorized official of the Proposer. Consortiums or joint ventures submitting proposals must establish that all contractual responsibility rests solely with one legal entity. Each submittal should indicate the entity responsible for execution and performance of the agreement.

1.03 RFP Schedule

This schedule of events represents the City's best estimate of the schedule that will be followed for this RFP. If a component of this schedule, such as the deadline for receipt of proposals is delayed, the rest of the schedule will be shifted by the same number of days. The approximate RFP schedule is as follows:

RFP Issued:	March 19, 2015
Non-Mandatory Pre-Proposal Meeting and Tour	April 7, 2015 at 1:00 p.m. MDT
Deadline for Written Questions:	April 13, 2015 at 4:00 p.m. MDT
Response Deadline for Written Questions:	April 17, 2015 at 4:00 p.m. MDT
Proposals Due:	May 8, 2015 at 4:00 p.m. MDT
Review of Proposals, Interviews, Selection Process:	May 9 – June 30, 2015
Contract Negotiations:	July 1 – September 1, 2015
Execute Contract:	September 1, 2015
Commence Agreement:	No later than October 1, 2015

There is a non-mandatory Pre-Proposal Meeting and Tour scheduled for April 7, 2015 at 1:00 pm MDT at the Ford Idaho Center. Please notify Beth Ineck at ineckb@cityofnampa.us no later than April 1, 2015 at 4:00 p.m. MDT if you plan to attend the Pre-Proposal Meeting and Tour. The purpose of the Pre-Proposal Meeting and Tour is to meet with members of City staff, allow potential bidders to ask questions and obtain feedback from the City, and tour the Ford Idaho Center. Although not mandatory, Proposers are encouraged to attend.

The deadline for the City to receive written questions is April 13, 2015 at 4:00 p.m. MDT. A copy of the questions and answers submitted will be sent to all qualified Proposers. The City shall only be bound to written answers to questions. Any oral responses given at the Pre-Proposal Meeting and Tour shall be considered unofficial.

1.04 Mailing Address and Deadline for Receipt of Proposals

Proposers are invited to participate in the competitive selection process for the Management Services outlined in this RFP. Responding parties shall ensure the following requirements are met.

Proposers must submit **(1) original hard copy (marked "original"), seven (7) hard copies of the proposal, and one (1) electronic copy (CD or USB Drive) in printable Adobe or Microsoft Word format.** All proposals must be submitted in a sealed envelope or package to the City. Two (2) additional copies are due at the same time in the office of the Consultant listed below that is assisting the City with the RFP process.

No proposals will be accepted after the submittal deadline listed within this RFP. Envelopes or packages containing proposals must be clearly addressed as described below to ensure proper delivery and to avoid being opened by the City before the deadline for receipt.

City of Nampa
Economic Development Department
Attn: Beth Ineck, Professional Management RFP
9- 12thAve. South
Nampa, ID 83651

Envelopes or packages to the Consultant must be addressed as follows:

Crossroads Consulting Services
Attention: Susan Sieger
5401 W. Kennedy Boulevard, Suite 755
Tampa, FL 33609

Proposals must be received at the location specified no later than **4:00 p.m. MDT on May 8, 2015**. Proposals will not be publicly read at the opening.

Proposals may not be delivered orally, by facsimile transmission, by other telecommunication, or electronic means.

Proposers assume the risk of the method of delivery chosen. The City assumes no responsibility for delays caused by any delivery service. **Postmarking by the due date WILL NOT substitute for actual proposal receipt by the City.** A Proposer's failure to submit its proposal prior to the deadline will cause the proposal to be rejected and returned unopened. Late proposals or amendments will not be opened or accepted for evaluation.

All proprietary information, trade secrets, production records, appraisals, and bids submitted as a component of the RFP that Proposer wishes to keep confidential must be clearly marked "CONFIDENTIAL" on each page containing such information and will, to the extent permitted by Idaho law, be excluded from public information requests. The final contract is deemed a public record and shall be available to the public upon request.

1.05 Addenda

If deemed necessary, addenda to the RFP will be issued and will be emailed to the Proposers requesting documentation.

Section 2 - Scope of Work

2.01 Introduction and Background Information

This RFP is for an agreement for the exclusive rights for facility management services at the Idaho Center Complex which includes the venues listed in detail in Section 2.02.

The remainder of this RFP refers to the private management company selected by the City to manage the Ford Idaho Center as the "Facility Manager".

Food and Beverage and Catering services are not included in the scope of this RFP and will be performed by a Food and Beverage Manager secured directly by the City. The Food and Beverage Manager will report directly to the Facility Manager's general manager or equivalent position.

The Ford Idaho Center operates on an October 1 to September 30 Fiscal Year. Additional information related to floor plans, historical utilization, and historical financial performance is included as Exhibits to this RFP.

The Agreement will be developed by the City's legal counsel and will detail the standards of performance for the Facility Manager based on the Facility Manager's proposal, generally accepted management service Agreement standards and the City's rules and regulations. The Agreement may contain such other terms, conditions and provisions as are deemed necessary to protect the City's interest therein as advised by the City's legal counsel.

2.02 Ford Idaho Center Description

The Ford Idaho Center Complex is owned by the City of Nampa and is a 500,000+ S.F. complex, located directly off Interstate-84 which consists of the following venues:

- Ford Idaho Center Arena
- Ford Idaho Sports Center
- Ford Idaho Center Amphitheater
- Ford Idaho Horse Park

This complex collectively hosts concerts, festivals, sporting events, equestrian events, trade shows, conventions, corporate receptions, holiday parties, and high school and college graduation ceremonies.

The Ford Idaho Center Arena opened in 1997 with a maximum seating capacity of 12,279 and with 31,200 S.F. of floor space with access large enough to drive a semi-truck loaded with production and staging equipment directly into the arena. This facility consists of:

- Total space of 120,000 S.F (130' x 240' open floor)
- Seating capacity varies by configuration:
 - 180 degrees – 9,700 seats
 - 270 degrees – 11,400 seats
 - 360 degrees – 12,657
 - In the Round – 13,067
 - Theater – 2,500 to 6,000 seats
- Staging is 60' x 40' from 4 to 6 feet high with 12' x 24' wings
- Three truck loading dock bays
- Full Matrix scoreboard (open steel over arena floor)
- Bose PA system
- State of the art lighting excellent for all televised events
- Electrical 1-800 amp, 2-600 amp, 1-400 amp, 2-200 amp and 1-200 amp at mid floor
- Rooms:
 - 4 dressing / locker rooms
 - 1 star dressing room
 - 2 production rooms
 - 1 large green room
 - 1 all-purpose room
 - 3 offices
 - 1 training room
 - 1 multi-purpose / catering room

The Ford Idaho Sports Center is the newest addition to the Complex having opened in 2002. It houses the Boise State University track team from November to early March each year and has the only Mondo 200-meter track west of Nebraska. In March 2012, the Ford Idaho Sports Center hosted the NCAA Division I Indoor Track and Field Championships. From March to October the venue is the site of some of the largest equine and agriculture events in the Northwest including several national horse shows. This facility consists of the following:

- A 100,000 S.F. building
- 200 meter Mondo banked track (which is owned and operated by Boise State University)
- 175' x 300' open floor space
- Permanent bleacher seating capacity of 990 on the east side
- Lighting for televised events
- Phone and internet access
- Hook-ups for 8 - 110 amp panels
- Vendor space
- Portable sound system

The Ford Idaho Center Amphitheater opened in 1998 and is an outdoor venue that hosts numerous concerts and events including Tim McGraw, Bob Dylan, Ben Harper, Jack Johnson, Journey, and James Taylor among others. This venue consists of the following:

- Seating for 11,000 with both reserved seating and grass general admission
- A stage area which is 60' x 40' and 5 feet height with optional wings available as needed and with three truck loading dock bays
- Electrical: 1 – 600 amp, 2 – 400 amp, 1 - 200 amp, and 4 – 110v (GFI) from 30 amp disconnect
- Backstage Rooms include:
 - 4 locker rooms
 - 1 star dressing room
 - 2 dressing rooms
 - 2 production rooms
 - 1 large green room
 - 1 multipurpose room (divisible)
 - 1 office

The Ford Idaho Horse Park opened in 2002 and has hosted thousands of horses in events such as Team Roping, local 4-H, Regional Arabian Horse, Quarter Horse Association, Mounted Shooting, Dressage and many others. The Horse Park consists of the following:

- An English Riding Facility, with a Grand Prix Course and multiple show arenas
- An indoor arena with 97,500 S.F. (175' x 360' open floor space), fixed bleacher seating, excellent lighting for televised events, hook-ups for eight 110 amp panels, vendor space, and portable sound system
- An outdoor arena with 45,000 S.F. (15' x 300' space)
- Warm-up pens (covered and uncovered)
- Stock Pens with 100,000 S.F. (200' x 500' space) split into 12 holding pens
- Stall (596 total) with water at each building and additional rental stalls if the demand warrants.

Floor plans for the Ford Idaho Center Complex are included as Exhibit A to this RFP.

2.03 Goals and Objectives

The City strives to operate high-quality, state-of-the-art event facilities that are competitive in the industry and attract diverse event activity including, but not limited to; sporting, equestrian, entertainment and cultural events, conventions/trade shows, consumer/public shows, meetings, and community events. It is the City's intention that the Ford Idaho Center be operated in a professional and fiscally responsible manner consistent with best industry practices and all applicable laws and ordinances.

Operating objectives include contracting with a Facility Manager that operates the Ford Idaho Center with limited or no on-going public subsidy, provides quality customer service, innovative marketing efforts, facility maintenance and upkeep as well as works cooperatively with other agencies to maximize event activity and operating efficiency of the Ford Idaho Center.

Further, the City seeks proposals that include a capital investment and desires that these dollars be committed to efforts that will enhance revenue opportunities at the Ford Idaho Center. It is important to the City that the Ford Idaho Center continues to be utilized for community events, such as high school graduations and the Boys and Girls Club Community Day, and that the Facility Manager balances this goal with the profitable financial operations of Ford Idaho Center.

Proposers should consider these goals and objectives an important part of the RFP process, as their ability to meet them will be evaluated as part of the selection process.

2.04 Scope of Work Requested

The City desires to enter into a contract with a qualified and experienced firm to operate, maintain and promote the Ford Idaho Center. The Facility Manager will be expected to perform to the highest industry standards and in the best interest of the City. The Facility Manager shall act as the City's representative with respect to day-to-day management and operation of the Ford Idaho Center. The Facility Manager will be responsible for and should consider the expense associated with the following facility services when preparing its operating projections and compensation proposal.

It is expected that the Management Company will provide a management team to collectively operate the buildings in the most efficient manner possible. More specifically, the selected Facility Manager will have the following basic responsibilities:

- Manage the daily operations of the Ford Idaho Center in the most efficient and profitable manner including, at a minimum, the following:
 - Groundskeeping
 - Custodial and building maintenance services
 - Security
 - Marketing
 - Advertising/sponsorship/premium seating
 - Event setup and take down
 - Event coordination/supervision
 - Event services
 - Staff scheduling
 - Box office operations/ticketing
 - Parking
 - Information services
 - Web site maintenance
- Maintain the Ford Idaho Center in a first-class, safe and sanitary condition.
- Develop and implement management and operation standards, including quality of services and maintenance and physical appearance of the Ford Idaho Center (both external and internal) so as to provide a first-class entertainment and customer service experience for all customers and attendees.
- Book, promote and develop events at the Ford Idaho Center that seek to maximize net income to the City.
- Develop and implement sales and marketing plans and policies for the Ford Idaho Center to include marketing activities to promote events.
- Provide financial and administrative services such as accounting, budgeting, purchasing, personnel, and contracting of outside services.
- Prepare annual operational budgets, monthly financial reports (including budget variance analyses) for presentation to the City as well as annual management and marketing plan for each fiscal year.
- Make recommendations regarding operating improvements, including capital improvements that would improve customer service, enhance operating efficiency and cost savings, increase safety and security and/or increase the City's overall return on investment.
- Administer and manage any existing or newly established contracts for the Ford Idaho Center including the Food and Beverage Agreement during the entire term of the Agreement.

- Develop a plan that ensures an orderly transition of the operations and services for facilities not currently under management of the successful Proposer.
- Provide such advice and assistance in relation to the operation, management, maintenance, and supervision of the Ford Idaho Center as the City may require.

As such, specific services and responsibilities include, but are not limited to:

A. Management

- Manage and operate the Ford Idaho Center in accordance with policies approved by the City.
- Manage all day-to-day functions and operations of the Ford Idaho Center and operate the Ford Idaho Center at all times in the public interest and in accordance with the highest professional and ethical standards.
- Interact with the City and participate in the Ford Idaho Center Advisory Commission as required.
- Manage the operations of the box office.
- Establish an effective system of communication that encourages linkages and collaborative efforts between the Ford Idaho Center and other related industry segments.
- Work with the City Attorney in developing a standard license agreement. Non-standard license agreements shall be reviewed by the City Attorney as to form and legality. The City's Risk Manager shall determine the insurance requirements. In procurement situations that, in the City's opinion, create potential conflicts of interests for the successful Proposer, the City will negotiate the procurement. Otherwise, the successful Proposer will also negotiate future subcontractor agreements, to be approved by the City.
- With the exception of contracts with an affiliated entity, negotiate and administer all contracts including, but not limited to, services, events, tenants, concessions, catering, novelties/merchandise, advertising, sponsorship, naming rights, premium seating licenses, and equipment.

Any contract entered into between the successful Proposer and its affiliate shall be generally consistent with agreements in comparable facilities, reflect market conditions and be on terms and for prices customarily charged in the industry for comparable goods and services, and, in the case of material contracts with an affiliate of the Successful Proposer, including, without limitation, concessions and ticketing agreements, such contracts shall require approval of the City, not to be unreasonably withheld.

- Perform Ford Idaho Center information technology functions and maintain systems in state-of-the-art condition.
- Be responsible for returning the Ford Idaho Center and Furniture, Fixtures and Equipment (FF&E) to the City in the same condition and quantity in which they were provided, except for normal wear-and-tear, at the conclusion of the term of the negotiated agreement.
- Provide regular reports to the City's designated Contract Administrator or its authorized representative. The City shall make periodic inspections of the Ford Idaho Center and equipment to determine that they are being maintained in a neat and orderly condition. The Proposer will be required to make any improvements in cleaning or maintenance methods as required by the Management Agreement.

- Abide by all applicable local, county, state, and federal laws pertaining to its operation and shall secure all licenses and permits necessary for operation of the Ford Idaho Center. The successful Proposer shall be responsible for, and pay all federal, county, city and state taxes arising as a result of the Management Agreement, including those levied against the City.
- Maintain electronic building information management system that tracks building maintenance, building modifications, lifecycle costs, etc.

B. Sales and Marketing

- Schedule events, negotiate contracts and confirm event bookings.
- Develop a detailed marketing plan.
- Develop and maintain a positive working relationship with area marketing agencies.
- Develop and implement a customer service program.
- Periodically conduct market research to include customer satisfaction surveys of patrons and clients and report those results to the City.
- Manage ticket sales either in-house and/or through a third party ticketing contract.
- Create promotional materials, floor plans, maps and other facility-related marketing material.
- Maintain the Ford Idaho Center's website(s).
- Develop forms, subject to the approval of the City for rental and other event-related services.

C. Transition Plan (If Applicable)

- Develop a plan that ensures an orderly transition of the operations and services for the facilities not currently under management of the successful Proposer.

D. Maintenance and Repair

- Be responsible for preventative maintenance and general maintenance and repair of all facilities under the Management Agreement. The interior, exterior, and infrastructure of the physical facility and grounds will be maintained by the successful Proposer. The successful Proposer shall also be responsible for informing the City of degraded conditions beyond ordinary wear and tear. The successful Proposer must develop and annually update a long-term capital improvement plan (CIP) and a plan for major repairs & maintenance (R&M) activities for the Ford Idaho Center. The CIP and R&M plans must be provided to the City as necessary and within the City-required timeframe for consideration in the City's annual budget process. The successful Proposer is further responsible for taking all actions necessary to maintain the validity of all warranties and for ensuring that repairs to any part of the Ford Idaho Center or FF&E which are under warranty are accomplished under the warranty.
- Maintain a neat and orderly operation at all times, and be responsible for, or oversee, vendor contracts pertaining to the necessary housekeeping and groundskeeping services to properly maintain the Ford Idaho Center.

E. Accounting and Finance

- Establish operating and financial systems controls for the Ford Idaho Center, including the use of existing and replaced systems to be approved by the City.

- Prepare and submit annual budgets for the Ford Idaho Center operation.
- Establish a system of internal controls to provide reasonable assurance that the Ford Idaho Center's resources are used in an effective and efficient manner.
- Keep full and accurate accounting records relating to its activities at the Ford Idaho Center in accordance with generally accepted accounting principles.
- Provide monthly financial reports to the City that include, but are not limited to, an event and financial analysis comparing budget to actual amounts and corresponding explanations of positive or negative variances, a list of upcoming events, operating and maintenance issues/concerns, and any other appropriate information as requested by the City.
- Administer payroll systems for all persons employed by the Facility Manager at the Ford Idaho Center.
- Be subject to the City's annual audit.

F. Obligations of the City

The City will establish an executive framework to administer all remaining functions which include, but are not necessarily limited to, the following:

- To negotiate, execute, and oversee the contract between the City and the Facility Manager.
- To provide all initial land, buildings and facilities and FF&E in good working order (to be inventoried at time of Management Agreement signing).
- A minimum threshold will be established for all insurance requirements for all contracts and license agreements through the City's Risk Manager and Insurance Provider.
- To monitor the Facility Manager's performance on a regular basis through monthly reports and periodic performance audits.
- To approve pricing, policies and other arrangements necessary for the operations of the Ford Idaho Center.
- To coordinate on all agreements necessary for the ongoing maintenance of the facility of the Ford Idaho Center as further defined in the Management Agreement.
- To oversee capital repair/replacement efforts in conjunction with the Ford Idaho Center's management team.
- To make periodic inspections of the facilities and FF&E to verify that they are being maintained in a neat and orderly condition.

The City reserves the right to modify its functional role with respect to administering the operations of the Ford Idaho Center at any time, subject to the terms of the Management Agreement.

2.05 Indemnification

To the fullest extent permitted by law, the Facility Manager, its subcontractors, agents, servants, officers, or employees shall indemnify and hold harmless the City of Nampa, including but not limited to, its elected and appointed officials, officers, employees, and agents, from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the provider during the Facility Manager's performance of the Agreement or any other agreements of the Facility Manager, entered into by reason thereof. The Facility Manager shall indemnify and defend the City of Nampa, including, but not limited to its elected and appointed officials, officers, employees and agents, with

respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton or reckless acts or omissions of the Facility Manager, its subcontractors, agents, servants, officers, or employees and any and all losses or liabilities resulting from any such claims, including but not limited to, damage awards, costs and reasonable attorney's fees. The indemnification shall not be affected by any other portions of the Agreement relating to insurance requirements. The Facility Manager agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications.

2.06 Performance Bond/ Insurance Requirements

Facility Manager shall not commence any work under the Agreement until they have obtained all of the prescribed insurance and bonds, and such insurance and bonds have been approved by the City.

Performance Bond

The successful Facility Manager will be required to furnish a performance bond in a form approved by the City in the amount up to \$1,000,000 for each year of the contract. This bond must be submitted to the City prior to commencement of the contract.

Insurance

The Facility Manager shall secure the insurance specified below. All insurance secured by the Facility Manager under the provisions of this section shall be issued by insurance companies acceptable to the City. The insurance specified in this section may be in a policy or policies of insurance, primary or excess. Certificates of all required insurance shall be provided to the City upon execution of this agreement.

1. Workers' compensation insurance providing the statutory limits required by Idaho law. In addition, it shall provide Coverage B, Employer's Liability Coverage, of not less than \$1,000,000 each accident, \$1,000,000 disease – policy limits, and employees' liability with limits of not less than \$100,000 per occurrence. The required limit may be met by excess liability (umbrella) coverage.
2. Commercial general liability insurance providing occurrence form contractual, personal injury, bodily injury and property damage liability coverage with limits of at least \$1,500,000 per occurrence, \$3,000,000 general aggregate, and \$3,000,000 aggregate products and completed operations. The required limit may include excess liability (umbrella) coverage. The policy shall name the City and its representatives as an additional insured. If "occurrence form" insurance is not available, "claims made" insurance will be acceptable. The policy shall be maintained for three years after completion of this agreement. Proposer shall maintain host liquor liability coverage as part of its commercial general liability coverage described above.
3. Automobile liability insurance covering all owned, non owned, and hired automobiles, trucks, and trailers. The coverage shall be as broad as that found in the standard comprehensive automobile liability policy with limits of not less than \$1,500,000 combined single limit each occurrence. The required limit may include excess liability (umbrella) coverage.
4. Crime insurance coverage in the amount of \$1,000,000.

The Facility Manager will provide the City with at least 30 days written notice of an insurer's intent to cancel or not renew any of the insurance coverage. The Facility Manager agrees to hold the City harmless from any liability, including additional premium due because of the Facility Manager's failure to maintain the coverage limits required.

The City's approval or acceptance of certificates of insurance does not constitute the City's assumption of responsibility for the validity of any insurance policies nor does the City represent that the above coverage and limits are adequate to protect any individual/group/business, its consultants' or subcontractors' interests, and assumes no liability therefore.

2.07 Default and Termination

The Agreement shall contain appropriate provisions defining events of default by the Facility Manager, any notice and cure period, remedies for default and termination.

2.08 Contract Award

It is the City's intent to enter into a contract with a Facility Manager who best demonstrates the ability to provide quality management of the Ford Idaho Center. After review of the proposals, if the City decides to not enter into contract, the City will notify all Proposers.

Section 3 - Proposal Format and Content

3.01 Submittal Requirements

Proposers must submit **(1) original hard copy (marked "original"), seven (7) hard copies of the proposal, and one (1) electronic copy (CD or USB Drive) in printable Adobe or Microsoft Word format.** All proposals must be submitted in a sealed envelope or package to the City. Two (2) additional copies are due at the same time in the office of the Consultant assisting the City with the RFP process.

The proposal must be signed by a person(s) authorized to legally bind the Proposer and must contain a statement that this proposal and the financial terms proposed therein shall remain firm for a period of 180 days from the receipt of the proposals.

The City shall consider as "irregular" or "non-responsive" and reject any proposal not prepared and submitted in accordance with this RFP, or any proposal lacking sufficient information to enable the City to make a reasonable determination of compliance to the minimum qualifications.

In addition to the Scope of Work outlined in Section 2, the submittal must contain the following information with a table of contents according to the format specified below:

1. Cover Letter

Provide name and address of the Proposer and project contact person with address, telephone number, and email address. Acknowledge receipt of any addenda if applicable. Summarize your understanding of the project. Provide a statement indicating your ability to provide timely services and meet the requirements of the proposed schedule. Indicate your acceptance of the requirements of this RFP. Provide a one-page summary of the benefits you believe the City would receive from selecting your firm.

The cover letter **must be signed** by a duly authorized official of the firm. Consortiums, joint ventures, or teams submitting proposals must establish contractual responsibility rests solely with one company or one legal entity. Each submittal should indicate the entity responsible for performance of the agreement. The Proposer's offer must be good for 180 days.

2. Management Structure

Describe in detail the management structure of your organization, including legal form and ownership, headquarters and other office and business locations.

- a) If the Proposer is a corporation, the proposal shall be signed by an officer of the corporation, with the designation of the signer's official capacity. The proposal shall show the state in which the corporation is chartered. The proposal shall show that the corporation is in good standing and qualified and authorized to do business in the State of Idaho.
- b) If the Proposer is a partnership, the proposal shall be signed in the name of the partnership by a general partner or other person duly authorized to bind the partnership. The capacity and title of the person signing shall be shown. A copy of the partnership agreement and a full explanation of the job related duties of each member of the partnership must be included.
- c) If the Proposer is an individual or sole proprietorship, the Proposal shall be signed by the individual person, stating the name or style, if any, under which the Proposer is doing business.
- d) If the Proposer is a joint venture, the Proposal shall be signed by an officer of the joint venture. A copy of the joint venture agreement and a full explanation of the job related duties of each member of the joint venture must be included.
- e) If the Proposer is a limited liability corporation, the proposal should be signed by an officer of the LLC.

Summarize the experience and qualifications of the Proposer's corporate management team and include resumes outlining the educational background, years of experience, length of employment with your firm, and experience of the individuals who will have supervisory responsibility over the Ford Idaho Center. Address any plans to provide home office and corporate regional support to the Proposer's resident Ford Idaho Center General Manager.

Include an organizational chart of your firm indicating lines of authority for personnel involved in performance of the Management Agreement if awarded to your firm. This chart is to identify the next senior level of management responsible for administering the Management Agreement as well as the person to whom the General Manager will report. Please note that if you are selected as the finalist, we will ask you to have your next senior level of management participate in the interview.

3. Statement of Qualifications

Provide a brief summary of your organization's qualifications to serve the City as the Facility Manager of the Ford Idaho Center in the capacity set forth in this RFP. List and discuss your organization's involvement and experience in managing public facilities of a similar size, type and complexity of the City's Ford Idaho Center including arenas, equestrian centers, amphitheatres, and sports centers.

The Proposer must identify and differentiate between its own experience and qualifications and that of any parent entity, predecessor and/or wholly-owned or partially-owned subsidiary of the responder.

4. Previous Work Experience

Discuss, in general terms, your involvement with cities or counties of the same general size and type as the City of Nampa, which have contracted with your organization to provide management of public assembly facilities, particularly those with arenas, amphitheaters, equestrian centers, and/or indoor event centers. Include no more than three contributions, innovations and successes your organization has had with these facilities.

Provide a minimum of three governmental references for facilities managed by the Proposer, including name, address, email and telephone numbers of key individuals who may be contacted. At least one reference should represent a secondary market in a similarly sized community.

5. Staffing and Organization Plan

- a) Submit an organizational chart that outlines the proposed staffing plan for the Ford Idaho Center during the anticipated contract period including specific full-time and part-time positions and total staffing levels. Provide descriptions of functional responsibilities as appropriate to ensure understanding of each part of the organization.
- b) Submit position descriptions for its key personnel proposed to be assigned to the Ford Idaho Center operations, marketing and financial areas including, at a minimum, the Facility Manager, the Director of Operations, the Director of Marketing, Director of Sales and the Director of Finance. (The position titles used herein are for example only and are not intended to define or describe an organizational structure.) The proposal must adequately describe each proposed individual's qualifications and experience.
- c) Provide the proposed salary levels for all full-time and hourly positions and also indicate the annual cost for all salary and full-time hourly positions. Include details of all bonus, benefits, insurance, vacation and sick leave programs that the full-time and hourly staff are eligible to receive.
- d) Provide resumes for at least three (3) candidates for the General Manager who will have overall responsibility for the operation of the Ford Idaho Center on a day-to-day basis. Each candidate must demonstrate extensive experience with operations of similar public assembly facilities. Provide a description of the process you will follow which allows the City the opportunity to meet and evaluate your proposed candidates. It is expressly understood that the General Manager of the Ford Idaho Center will be located on-site. The City will have the right of approval over the Ford Idaho Center General Manager position. Proposer must have their choice of General Manager available at any oral presentation required by the City for its selection of Facility Manager for the Ford Idaho Center.

6. Subcontractor Information and Qualifications

Identify those services the selected Proposer may elect to subcontract. While certain of these subcontractors may not be identified until after award of the Management Contract, wherever the Proposer intends to subcontract certain services, the specific service, roles and responsibilities must be identified in this section of the submittal.

7. Operational Approach and Methodology

Discuss your proposed approach to the management of the Ford Idaho Center. Provide the level of service proposed, based on, and supported by past and present experience at other locations including:

- a) *Marketing*: Provide a summary of components of a marketing plan that you would recommend for soliciting and increasing the events at the Ford Idaho Center. Include the type of events to be pursued, the proposed initiatives to increase the number of events and attendees and to encourage increased usage of the Ford Idaho Center.
- b) *Customer Service*: Because the highest level of service is imperative for this facility to be successful in its marketplace, provide a description as to how Proposer plans to measure quality of service to customers and attendees and steps to be taken to reach a City-approved level of customer satisfaction. Provide samples of customer survey tools used in other accounts.
- c) *Operations and Management*:
- Provide an operational plan overview for addressing the requirements in the RFP. Describe the operating policies and procedures to be employed by the operator to manage and operate the Ford Idaho Center, including your approach related to security, parking, repair and maintenance and other primary building functions. Describe your training programs offered to staff. Describe your approach to financial management, risk management, life/safety management, employee management and administrative policies and procedures. Describe your event management and accounting systems and provide sample records illustrating the capabilities of your system. Provide samples of monthly and annual reports that would be provided to the City to track progress of the Ford Idaho Center's usage and financial performance. Describe your approach to implement and maintain an effective system of internal financial controls.
 - Provide a detailed plan to manage and operate the Ford Idaho Center. Submit the key elements of a management plan for the Ford Idaho Center to include considerations for cost containment/expense reduction, revenue enhancement (including non-operating revenue sources), customer service improvement, improvements to building maintenance procedures, and other key operational characteristics. Provide Proposer's process and procedures for the solicitation, evaluation, and contracting for all third party providers of generally accepted industry services.
 - The City has a food and beverage management agreement with Sodexo America which expires on September 30, 2019. Describe how you would coordinate services, function, management, and conflict resolution with regards to the food concession and catering operations. The Facility Manager will be required to coordinate with the food service company to ensure high quality food service delivery.
 - The City has a master services agreement with ICTickets.com which expires December 1, 2015, and is subject to automatic renewals unless not renewed or terminated with appropriate notice. Please provide a narrative description of your approach to managing the box office operation at the Ford Idaho Center. If you provide an alternative approach to the current ticketing structure, discuss any potential advantages and disadvantages to your recommended change.
- d) *Preventative Maintenance*: Provide a summary of your approach to preventative maintenance programs for the Ford Idaho Center for the term of the agreement. Provide examples of this program that are in effect at comparable facilities managed by Proposer. Include in the program Proposer's methods for assuring that all maintenance work is scheduled, completed, documented, and performed in a manner that is consistent with generally accepted standards for building maintenance.

- e) *Community Relations*: Provide a narrative description of Proposer's ability to handle community relations in an effective manner, including media relationship. Also describe your plans for community involvement and commitment of your company to the local community.
- f) *Environmental Sustainability*: Summarize the approach to ensuring environmental sustainability as part of the operations of the Ford Idaho Center, and with respect to capital repairs to the extent the Proposer has been involved in such projects.
- g) *Transition Plan*: If applicable, describe the Proposer's approach to creating a seamless transition to the customer, from the existing Facility Manager to the new Facility Manager. Proposer shall provide supporting documentation where a similar transition plan was successfully implemented. Include the anticipated timeframe for execution of the transition plan including key milestones.
- h) *Other Services*: Provide a narrative description of any other services that are significant to the overall management of the Ford Idaho Center.

8. Financial Pro Forma

Provide an estimated financial pro forma for the Ford Idaho Center operations for a five (5) year contract term. The pro forma should provide projected revenues and expenses by major line item, projected profit/loss, and projected management fees by type (e.g., fixed and incentive) as well as supporting definitions, descriptions and assumptions related to Ford Idaho Center operations including a summary of event activity (i.e., events and attendance by type). Provide a narrative description of proposed initiatives that would reduce the operational cost without decreasing effectiveness, service, cleanliness, or marketability. Discuss your strategy for maximizing the annual operating revenues. Discuss your strategy for minimizing the operating expenses and maximizing the annual operating revenues. Discuss the financial package you would likely provide for your employees in terms of annual salary, bonus/incentive compensation, and benefit package of employees. Discuss your thoughts regarding the value of creating a marketing fund.

The City wants to negotiate the most advantageous deal for management and operations of the Ford Idaho Center.

9. Cost Proposal

The Agreement will be for a term of five (5) years with renewal options by mutual agreement. Proposer shall submit a detailed cost proposal to perform the work listed in section 2.0 Scope of Work that includes:

a) Compensation

An outline of a potential compensation proposal that the Proposer would be willing to enter into if selected as Facility Manager. One of the City's primary objectives is to minimize the tax dollar use to support operations over the next five years by identifying efficiencies in operations that do not decrease the quality of experience for clients of the Ford Idaho Center or attendees at events.

- *Management Fee* - Provide a detailed management fee for the five (5) year period. Proposers are encouraged to include suggested benchmarks for attainment of the Goals and Objectives for consideration by the City. Please indicate if Proposer's management fee sets and guarantees a profit/loss benchmark goal. Please identify what incentives you propose, if goals are met; and how your organization will propose to share a loss, if goals are not met. Proposers should provide a formula for calculating the incentive fee using their financial pro forma and hypothetical assumptions which will be finalized during contract negotiations. Due to the nature of the RFP and the information provided, it is understood that any pro forma and proposed compensation structure will be subject to further negotiation, review, and clarification of the detailed financial information.
- *Alternative Compensation Plan* – Identify any alternative compensation and operating plan related to the management of the Ford Idaho Center that the City should consider as a part of your submission. This could include options for risk sharing, marketing participation, or such other options which could further promote the success of the Ford Idaho Center and limit the City's funding exposure.

b) Investment

State the amount of any proposed upfront capital investment in the Ford Idaho Center that the Proposer is willing to provide, if any. Indicate how that amount will be allocated and what it is expected to generate in terms of new revenue. Describe any restrictions/repayment requirements on any such investment. Also, describe any additional fees, restrictions, or incentives that may apply to any investment.

10. Audited Financial Statement

Provide independently audited financial statements for the last three years of Proposer's business including balance sheet, income statement, and statement of changes in financial position, prepared and certified by an independent Certified Public Accountant. Describe specific details regarding any material changes that are anticipated in Proposer's business operations including, but not limited to, mergers, acquisitions, or bankruptcies. The statement should also indicate the source and amount of financing required to fulfill the terms and conditions of this Management Agreement or satisfactory evidence to perform the proposed services.

11. Performance Bond

A statement of the Proposer's ability and willingness to provide the City with a Performance Bond, thus guaranteeing the faithful performance of all conditions contained with a Management Agreement.

12. Terminated Contracts/ Disclosure

List any contracts for the Proposer's management of a facility that were terminated or cancelled within the past five (5) years, including in each the reasons for termination or cancellation and whether the termination or cancellation was initiated by the Proposer or the facility. Please disclose any potential conflicts or current, ongoing litigation which may affect the ability of your firm to provide services.

13. Management Agreement

A Management Agreement will be negotiated after award. Proposer may provide a copy of a proposed Management Agreement between the City and the Facility Manager as part of its proposal. The City reserves the right to reject any or all of the terms included and to provide its own agreement.

14. Exceptions to RFP

Proposers must clearly indicate any exceptions to this RFP and outline what alternative is being offered, if any. The City may accept or reject such exceptions.

Failure to adhere to the submittal criteria shall result in the Proposal being considered non-responsive.

3.02 Proposer Responsibilities

Proposers shall (A) examine the entire RFP, (B) seek clarification of any item or requirement that may not be clear, (C) check all responses for accuracy before submitting a Proposal and (D) submit the entire Proposal by the Proposal due date and time. Late Proposals will not be considered. A Proposer submitting a late Proposal shall be so notified.

3.03 Proposal Irrevocable

In order to allow for an adequate evaluation, the City requires the Proposal to be valid and irrevocable for 180 days after the Proposal Due Date and Time indicated on the cover of this RFP.

3.04 Amendment/Withdrawal of Proposal

At any time prior to the specified Proposal due date and time, a Proposer (or designated representative) may amend or withdraw its Proposal. Any erasures, interlineations, or modifications in the Proposal shall be initialed in original ink by the authorized person signing the Proposal. Facsimile, electronic (email) or mailgram Proposal amendments or withdrawals will not be considered. No Proposal shall be altered, amended or withdrawn after the specified Proposal due date and time.

Section 4 - Review of Proposals and Selection of Finalists for Interviews

4.01 Selection Criteria

Proposers are advised that the City intends to select the Facility Manager that the City determines is the most responsive and responsible and will provide the Ford Idaho Center with the highest quality and efficient service as well as the opportunity to generate significant revenues, based on the criteria set out below.

Upon receipt of the proposals, an evaluation team will review the proposals. The evaluation team will rely on the qualitative and quantitative information contained and presented in the proposals, the reference checks and interviews in exercising its sole and absolute discretion to identify the firm that will provide Facility Manager services in the best interests of the City. The best interests of the City will be evaluated based on:

Evaluation Criteria (100 Point Potential Score)

- *Experience, Qualifications, and References* (15 points) – including experience, qualifications, performance and national stature of the firm and experience in managing public assembly facilities that are similar in scope, complexity and size as well as demonstrated record of success by the Proposer on work previously performed. Also includes past performance relative to quality of work, ability to meet financial objectives, and success in achieving stated performance benchmarks
- *Quality of Management Team* (15 points) – including experience and qualifications of the Proposer's management team and the resumes outlining the experience, education, and performance record of individuals who would be instrumental in the management and operation of the Ford Idaho Center and upper-level regional or national management personnel who will have supervisory responsibility over the Ford Idaho Center – particularly that of the General Manager.
- *Operational Approach and Methodology* (30 Points) – including quality and insight of the approach and methods outlined by the Proposer in its plan for the management, operation, marketing, and maintenance of the Ford Idaho Center consistent with the Goals and Objectives and Scope of Work outlined in Sections 2.03 and 2.04 of this RFP.
- *Proposed Financial Compensation Plan* (25 Points) – including the best economic model for maximizing event activity and financial performance at the Ford Idaho Center.
- *Investment* (10 Points) – including the value and amount to the City of any proposed capital investment, how that amount will be allocated, and what it is expected to generate in terms of new revenue.
- *Financial Stability* (5 points) – including demonstrated financial stability and capability of the Proposer including ability to provide required performance bond.

Upon review of the proposals, the City will score the proposals and may shortlist and interview the highest ranking firms. Upon completion of the interviews, the highest ranking firm will then be asked to enter into contract negotiations with the City of Nampa. If an agreement cannot be reached with the highest ranked firm, the City will move to the next highest ranked firm. The same process will be repeated with the other ranked firms if no such agreement can be reached. The City of Nampa reserves the right to not select a firm as part of this process if an agreement cannot be reached with the interviewed Proposers.

Section 5 - Standard Proposal Information

5.01 Authorized Signature

An individual authorized to bind the Proposer to the provisions of the RFP must sign all proposals.

5.02 Responsibility for Preparation Costs

The City will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

5.03 Conflict of Interest

Proposers must disclose any instances where the Proposer or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g., employed by the City of Nampa). The City reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the Proposer's proposal. The City's determination regarding any questions of conflict of interest is final.

5.04 Proposer's Certification

By signature on the proposal, the Proposer certifies that it complies with:

- The laws of the State of Idaho.
- All applicable local, state, and federal laws, codes, and regulations.
- All terms, conditions, and requirements set forth in this RFP.
- A condition that the proposal submitted was independently arrived at without collusion.

A condition that the offer will remain open and valid for the period indicated in this solicitation and any condition that the Proposer and/or any individuals working on the contract do not have a possible conflict of interest (e.g., employed by the City of Nampa). If any Proposer fails to comply with the provisions stated in this paragraph, the City reserves the right to reject the proposal, terminate the contract, or consider the contractor in default.

5.05 No Contact Policy

Any contact with any City representatives, related officials, or representatives other than those outlined in the RFP is prohibited. Such unauthorized contact may disqualify your proposal from this procurement.

5.06 Special Conditions

Special conditions include the following:

Respondents are expected to raise questions, exceptions, or additions they have concerning the RFP document. If a respondent discovers significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, they should immediately notify the above-named individual of such error and request modification or clarification of the RFP document. Failure to complete or provide the information requested in this RFP may result in disqualification by reason of "non-responsiveness."

All information submitted in response to this RFP shall become the property of the City of Nampa.

This RFP does not commit the City of Nampa to procure or award a contract for the scope of work described herein. The City has sole discretion and reserves the right to reject any and all responses received with respect to this RFP and to cancel the RFP at any time prior to entering into a formal agreement. The City also reserves the right to reasonably request additional information or clarification of information provided in the response without changing the terms of the RFP.

The City of Nampa reserves the right to waive any technicalities or irregularities in any proposal.

Responding firms acknowledge and agree that the City will not be liable for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liabilities incurred as a result of, or arising out of, submitting a proposal, negotiating changes to such proposal, or due to the City's acceptance or non-acceptance of the proposal.

The City of Nampa shall determine, at its sole discretion, and provide the release of all public information concerning this RFP process, including selection announcements and contract awards. Those desiring to release information associated with this RFP to the public must receive prior written approval from an authorized representative of the City.

The City shall not be responsible for the accuracy of any information provided as part of this RFP.

All respondents are encouraged to independently verify the accuracy of any information provided. The use of any of this information in the preparation of a response to the RFP is at the sole risk of the respondent.

The respondent shall not collude in any manner or engage in any practices with any other respondent(s), which may restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will cause the City to reject the respondent's submittal. This prohibition is not intended to preclude joint ventures or subcontracts.

The City of Nampa reserves the right to reject any and all proposals, to waive formalities, and to select the proposal and Facility Manager that, in the City's sole discretion, are in the best interests of the City of Nampa, Idaho. The City reserves the right to:

- a) Amend, modify, or withdraw this RFP.
- b) Revise any requirements under this RFP.
- c) Require supplemental statements of information from any responding party.
- d) Extend the deadline for submission of responses hereto.
- e) Negotiate or hold discussions with any bidder to correct insufficient responses that do not completely conform to the instructions contained herein.
- f) Waive any nonconformity with this RFP.
- g) Cancel, in whole or in part, this RFP if the City deems it is in its best interest to do so.
- h) Request additional information or clarification of information provided in the response without changing the terms of the RFP.
- i) Waive any portion of the selection process in order to accelerate the selection and negotiation with the top-ranked Proposer.
- j) Not award a contract as a part of, or result of, this RFP process.

The City may exercise the foregoing rights at any time without notice and without liability to any bidder, or any other party, for expenses incurred in the preparation of responses hereto or otherwise.

Section 6 - Exhibits

- A. Facility Floor Plans
- B. Historical Event Activity for FY 2012 – FY 2014
- C. Historical Financial Operations for FY 2012 – FY 2014
- D. Budget for FY 2015
- E. Strategic Plan
- F. Food and Beverage Operating Agreement
- G. Ticketing Agreement