



SEDGWICK COUNTY, KANSAS
DIVISION OF FINANCE
Purchasing Department

www.Sedgwick County.org/purchasing

604 N. Main, Suite F

Wichita, KS 67203

Phone: 316 660-7260

Fax: 316 383-7055

REQUEST FOR PROPOSAL
#06-0127
MANAGEMENT SERVICES
NEW SEDGWICK COUNTY ARENA

September 29, 2006

1. BACK GROUND INFORMATION

Sedgwick County, located in south-central Kansas, is one of the most populous of Kansas' 105 counties with a population estimated at more than 462,000 persons. It is the sixteenth largest in area, with 1,008 square miles, and reportedly has the second highest per capita wealth among Kansas counties. Organizationally, the County is a Commission/Manager entity, employing nearly 2,900 persons and hosts or provides a full range of municipal services, e.g., public safety, public works, criminal justice, recreation/entertainment/culture, human/social, and education.

2. GENERAL INFORMATION

Sedgwick County is constructing a new 15,000 seat Sports and Entertainment facility scheduled to open in early 2009. The project budget is \$184.5 million. The new sports and entertainment facility will be home to indoor sporting events, concerts, family shows, and a variety of entertainment events.

The site chosen for the facility is in downtown Wichita. The location was picked because of its proximity to Old Town and the more than 8,000 parking spaces in the area. The arena is being financed through a 1% voter-approved, county-wide sales tax.

The New Sedgwick County Arena will seat 15,000 for basketball and up to 17,000 fans for concerts. 22 suites and 2 party boxes are proposed to be in the facility, as well as one premium lounge and a restaurant.

The seating bowl will also feature approximately 300 club seats and 40 loge boxes. The service level of the arena will feature four performer dressing rooms, five team locker rooms, four loading dock bays, and a 15,000 square foot stage/marshalling area. Other features of the new arena include limited on-site parking spaces, 92 concession points of sale, 12 ticket windows, and space available for approximately 24 portable novelty stands.

3. ACKNOWLEDGEMENT

Sedgwick County is undertaking this RFP for Management Services for the New Sedgwick County Arena as described above in an effort to first determine if the County should continue with the public management model that is currently in place at the Kansas Coliseum or place the management of the New Sedgwick County Arena in the hands of a private entity.

The Management of the Kansas Coliseum will respond to this RFP.

If it is determined by the County that it is in its best interest to continue with the current and/or modified form of public management, then the process is concluded.

4. PRE-SUBMITTAL CONFERENCE

There will be a **mandatory pre-submittal meeting** on Wednesday, October 11, 2006 at 2:00 pm. in the Commission Meeting Room located on the 3rd floor of the Main Sedgwick County Courthouse, located at 525 N. Main, Wichita, KS 67203. Interested firms will have an opportunity to ask questions, receive an overview of the site, hear an overview of the plans and receive a copy of the current architectural floor plans. Firms will be required to sign for the plans received. For security purposes, architectural floor plans and any copies made are to be returned as a part of the RFP submittal. **Firms who do not return the plans with their submittal will not be considered for award.**

All questions and clarifications will be addressed in written form as an addendum. Firms should acknowledge any addendums in the addendum section of the submittal response form.

5. SUBMITTALS

Respondents must submit one (1) original and ten (10) copies along with 1 CD Rom in a sealed envelope marked in the lower left hand corner with "Management Services for the New Sedgwick County Arena, RFP #06-0127". The original submission must be marked "original". The firm's name and address should also be marked clearly on the envelope along with the due date and time proposal is due. Proposals should be mailed to:

Iris Baker
Purchasing Director
Sedgwick County, Kansas
604 N. Main, Suite F
Wichita, KS 67203

Proposals will be received no later than **1:45 pm (C.S.T.) on Tuesday, November 7, 2006**. Late proposals will not be considered and will be returned to the firm unopened. The official receipt of the proposal is based upon the date and time stamp in the Purchasing Department.

- NOTE: RFP and proposal submittals along with supplemental information become part of contract. All parts of the request for proposal, the contents of the proposal response, and any clarification thereto submitted may become part of the successful responders contractual obligation and will be incorporated by reference into the ensuing contract document.
- Reminder: For security purposes, architectural floor plans and any copies made are to be returned as a part of the RFP submittal.

6. INQUIRIES

Questions regarding this document may be submitted in writing to **both** Iris Baker, Purchasing Director, at email: ibaker@sedgwick.gov, and Stephanie Knebel, Facilities Project Manager at email: sknebel@sedgwick.gov. Questions are due by 5:00 pm CDT, October 16, 2006. Any substantive questions will be answered in written addendum form and posted at sedgwickcounty.org/purchasing, under online services; current RFPs/RFQ/s; to the right of the RFP number and description by 5:00 pm on October 19, 2006. **Firms are responsible for checking the web site and acknowledging any addendums in their response.**

7. EVALUATION OF SUBMITTALS

Submittals will be screened by a review committee comprised of the county manager, assistant county manager/project leader, chief financial officer, project manager, purchasing director, public relations director, the county's consultant, and one or two community leaders.

After review and evaluation of the submittals, the selection committee may invite firms to an interview. Based on the results of the selection committee's evaluation of the submittals and interviews (if requested), the project may be awarded to the firm deemed to be most qualified to provide services that meet the county's best interest. Sedgwick County, Kansas reserves the right to select the firm which best meets its required needs, budget constraints, quality levels, and administrative expectations.

Evaluation of each proposal will include, but not be limited to the following:

- A. Overall quality of the proposal.
- B. Relevant experience in providing similar services.
- C. Experience and demonstrated success, as indicated by references.
- D. Quality of the responses to the requested qualifications and scope of services items.
- E. Methodology and approach to provide the services.

NO NEGOTIATIONS, DECISIONS OR ACTIONS SHALL BE INITIATED BY ANY FIRM AS A RESULT OF ANY VERBAL DISCUSSION WITH ANY COUNTY EMPLOYEE PRIOR TO THE COMPLETION OF THE REQUEST FOR PROPOSAL PROCESS, OTHER THAN THE EMPLOYEES IDENTIFIED IN THIS DOCUMENT AS REQUESTED BY THE COUNTY. SUCH ACTIVITY MAY BE CAUSE FOR DISQUALIFICATION OF CONSIDERATION FOR AWARD OF THIS PROJECT.

8. SCHEDULE

The RFP process will be governed according to the following schedule. Although every attempt will be made to meet all dates, the County reserves the right to modify any or all dates at its sole discretion.

Request for Proposal Issued -----Friday, September 29, 2006
Mandatory Pre-submittal Meeting-----2:00 pm, CDT, Wednesday, October 11, 2006
Last Date to Request Clarifications, Information and Questions ---5:00 pm, CDT, Monday, October 16, 2006
Addendum Issued, if needed -----5:00 pm CDT, Thursday, October 19, 2006
Proposals due-----1:45 pm, CST, Tuesday, November 7, 2006
Interviews (if required) -----Wednesday & Thursday, November 29 & 30, 2006
Board of Bids and Contracts Recommendation-----Thursday, December 7, 2006
County Commission Award-----Wednesday, December 13, 2006

9. NO OBLIGATION TO AWARD

Submissions made in response to this RFP do not constitute the acceptance of a contract with Sedgwick County. Submissions constitute offers which the County may or may not accept on its sole discretion. Sedgwick County further reserves the right to accept or reject any or all proposals, or to accept any proposal considered in its best interest. Sedgwick County also reserves the right to waive irregularities and technicalities and to do so in its sole discretion.

10. CONTRACT PERIOD

A negotiation period to finalize terms and conditions and execute a contract will begin following the Board of County Commission acceptance of the recommended proposal response. The initial contract term with the successful firm will be a 5 year term.

Should the parties fail to reach a mutual negotiated contract, the county reserves the right to recommend another proposer to negotiate and contract with.

11. QUALIFICATIONS

This section lists the criteria to be considered in evaluating the ability of firms, interested in providing arena management services to Sedgwick County. Specific responses to each must be provided in the submittal and it is expected that the successful firm will meet and/or exceed these qualifications.

1. Please detail the ownership of your company including any and all individuals or corporations with more than 19% of the ownership structure. Include contact information, i.e., name, title (if appropriate), address and phone number.
2. Please discuss your firm's experience regarding all areas of pre-opening and ongoing operations in Arena facilities, including but not limited to: seating capacity from 8,000 to 18,000 seats (Note: Seating capacity to be based on largest event actually held in the facility); subcontracting; contract negotiations and contract renewals; market plan event experience, i.e. sporting events, NCAA, family entertainment, concerts, etc; along with any other relevant management required for successful management operations of the New Sedgwick County Arena.
3. Please discuss your firm's and/or your firm's principals' experience in the opening of a new arena facility.
4. Please note and explain any occasions where a contract with your firm to provide management services has been canceled or not renewed when renewing was an option in the contract in the past five (5) years.
5. Please describe any notable performance or operating innovations that you have developed or instituted, including but not limited to: operating profit/loss, facility use, technology, management and or asset management software or other innovative policies, procedures or protocols, facility maintenance and appearance, facility/clients relationships and the facility's relationship with and perception in the community, and customer services, both for client (user) and attendee.
6. Please discuss why you feel that your experience and qualifications make you a good choice for Sedgwick County.
7. Discuss any current ongoing litigation, which may cause conflicts or affect the ability of the respondent to provide services.

12. SCOPE OF SERVICES

Respondents are required to address the following items in their submittal:

1. Provide a proposed Pre-Opening, Grand Opening and first calendar year Operating Budget based on a start date of January 2, 2007 and a facility opening date of late spring or early summer in 2009.
2. Provide an organization and staffing plan including a description of senior personnel responsibilities.
3. Describe your company's approach to working with local support groups, including but not limited to: Convention and Visitor Bureaus, Sports Commission, Citizen Advisory Boards, Local Businesses that will be impacted by the new facility, and Special interests, i.e., disabled community.
4. Describe your company's plan to market the multi-purpose facility in the regional and national market place, including specific marketing strategies proposed in an effort to attract events and maximize attendance. Include a sample sales and marketing plan.
5. Describe your approach to maximizing advertising sales at a new facility.
6. Describe your vision for monitoring and fulfilling Premium Seating (Club/Suite) relationships.
7. Describe your approach to facility and event operations, facility maintenance and capital expenditures.
8. Describe your approach to financial and administrative systems and procedures. Particularly note monetary control systems and procedures.
9. Outline your philosophies regarding in-house services verses sub-contractors.
10. Describe your approach to customer and guest service.
11. Describe your approach to operating and managing the pavilion area at the coliseum complex (item 13, below).

13. OPTIONAL SERVICES

The coliseum complex, located at 1229 E. 85th N., Valley Center, KS 67147, (approximately 10 miles north of the new arena), has pavilions that host trade shows, flea markets, animal shows and events, and agricultural shows and events. The pavilion area will go through a renovation from May through July of 2007. It is anticipated that the arena operations management firm will be responsible for the operations management of the pavilions at the coliseum complex. At the completion of renovations, the pavilion area will consist of 2 pavilions: one is approximately 130,000 square feet, with a mezzanine, and one is approximately 90,000 square feet; 1 show arena, approximately 45,000 square feet; 1 exercise arena, 24,000 square feet; and an above ground tunnel between pavilion 1 and the show arena. The pavilion option will be negotiated and priced separately in the final contract.

Even though the pavilions will continue to function and serve the community, it is not anticipated that the Britt Brown arena will be functioning or competing with the downtown arena.

14. SUBMITTAL FORMAT

Firms or individuals responding to this request for proposal are instructed to tailor their submittal to specifically address the proposed project.

Firms shall clearly describe how your experience applies to this project as you respond to the items of information requested.

The submittal shall be organized as follows:

1. Cover Letter: The cover letter should be considered an “executive summary” of your RFP, including a summary of the overall qualifications of the firm. In particular, identify qualifications of the person responsible for leading the project.
2. Respond to Item #10 Qualifications (all).
3. Respond to Item #11 Scope of Services (all).
4. Other Data or Information. Respondents may include in this section any ideas, programs, concepts, etc., that they feel are appropriate to be considered in a management relationship with Sedgwick County. These could include but are not limited to shared services, providing additional elements of the venues services, enterprises, opportunities to enhance revenue generation, etc.
5. Provide a completed and signed Proposal Response Form in the same format as that appearing at the end of this document.

15. STANDARD TERMS & CONDITIONS (County’s standard terms and conditions, as applicable, will apply to any contract issued for services outlined herein).

In submitting a response to this Request, firms hereby understand the following:

1. Pricing offered in the document will be provided to other government entities.
2. All project participants, consultants, engineers, and contractors, must comply with all applicable Federal, State and County laws pertaining to contracts entered into by governmental agencies, including non-discriminating employment. Contracts entered into on the basis of submittals are revocable if contrary to law.
3. Submittals, and any further information acquired through interviews, will become, and is to be considered, a part of the final, completed contract. If there is any variance or conflict, the RFP specifications, conditions, and requirements will control.
4. Sedgwick County may award a purchase contract, based on initial offers received, without discussion of such offers. **A firm’s initial offer should therefore be based on the most favorable terms available from a price and technical standpoint.** The County may, however, have discussion with those firms that it deems in its discretion to fall within a competitive range. It may also request best and final offers from such firms, and make an award and/or conduct negotiations thereafter.
5. Sedgwick County reserves the right to negotiate separately with any firm after the opening of this Request for Proposal when such action is considered in its best interest. Subsequent negotiations may be conducted, but such negotiations will not constitute acceptance, rejection, or a counteroffer on the part of the County.
7. The successful firm, upon award of a contract shall comply with: Domestic (Kansas) corporations shall 1) furnish evidence of good standing in the form of a Certificate signed by the Kansas Secretary of State. Foreign (non-Kansas) corporations shall furnish evidence of authority to transact business in Kansas, in the form of a Certificate signed by the Kansas Secretary of State; and 2) a copy of the Corporation Resolution evidencing the authority to sign the Contract Documents, executed by the Corporation's Secretary or Assistant Secretary.
8. It will be understood that any and all information submitted during and/or collected through the term of the proposal project will become the property of Sedgwick County. Sedgwick County will use discretion with regards to disclosure of proprietary information contained in any response, but cannot

- guarantee that information will not be made public. As a governmental entity, Sedgwick County is subject to making records available for disclosure after Board of County Commission approval of the recommendation. Any confidential or proprietary information should be clearly marked.
9. Sedgwick County will not be responsible for any expenses incurred by any firm in the development of a response to this Request for Proposal, including any onsite (or otherwise) interviews, and/or presentations, and/or supplemental information provided, submitted, or given to Sedgwick County and/or its representatives. Further, Sedgwick County will reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended firm even if the Board of County Commissioners has formally accepted a recommendation.
 10. Contract documents will be subject to any regulations governed by the laws of the State of Kansas and any local resolutions specifically applicable to the purchase. Any dispute arising out of the contract documents or their interpretation will be litigated only within the courts of the State of Kansas.
 11. County reserves the right to enter into agreements subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935). Agreements shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of agreements the County reserves the right to unilaterally sever, modify, or terminate agreements at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such law.
 12. The successful firm agrees all data, records and information, which the firm, including its agents and employees, obtains access to for the purposes of this RFP, remains at all times exclusively the property of Sedgwick County. The firm agrees it will take all reasonable steps and the same protective precautions to protect Sedgwick County's proprietary information from disclosure to third parties as with successful Respondent's own proprietary and confidential information. **Respondent agrees that all data, regardless of form that is generated as a result of this RFP is the property of Sedgwick County.**
 13. Neither Agreements nor any rights or obligations hereunder shall be assigned or otherwise transferred by any party without the prior written consent of the others.
 14. The successful firm agrees to comply with K.S.A. 44-1030, and hereby agrees:
 - a. He or she will observe the provision of the Kansas Commission on Human Rights and will not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, national origin, ancestry, or physical disability;
 - b. In all solicitations or advertisements for employees, he or she will include the phrase, 'Equal Opportunity Employer,' or a similar phrase to be approved by the Kansas Commission on Human Rights;
 - c. If he or she fails to comply with the manner in which he or she reports to the Kansas Commission on Human Rights, he or she will be deemed to have breached the present contract, and it may be canceled, terminated, or suspended, in whole or in part, by Sedgwick County, Kansas;
 - d. If he or she is found guilty of a violation of the Kansas Act Against Human Rights under a decision, or order of the Kansas Commission on Human Rights which has become final, he or she will be deemed to have breached the present contract, and it may be canceled, terminated, or suspended, in whole or in part, by Sedgwick County, Kansas; and,
 - e. He or she will include the provisions of subsections (a) through (d) inclusively of this paragraph in every subcontract or purchase order so that such provision will be binding upon such subcontractor or vendor.
 15. By submission of a response, the firm agrees that at the time of submittal, he or she: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and will not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of firm's services, or (2) benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" will include holding or retaining membership, or employment, on a board, elected office, department, division, or bureau, or committee sanctioned by and/or governed by the Sedgwick County Board of County Commissioners. Respondents will identify any interests, and the individuals involved,

on separate paper with the response and will understand that the County, at the discretion of the Purchasing Director in consultation with the County Counselor, may reject their proposal.

16. The firm certifies that this proposal is submitted without collusion, fraud, or misrepresentation as to other respondents, so that all RFP's for the project will result from free, open, and competitive proposing among all firms.
17. All requested information must be supplied. If you cannot respond to any part of this request, state the reason you cannot respond.
18. A purchase order and/or contractual agreement constitutes Sedgwick County's offer to the service provider upon the terms and conditions stated herein, and will become binding meeting the terms set forth herein when it is accepted by acknowledgment or performance.
19. To the fullest extent permitted by law, the Firm, its subcontractor, agents, servants, officers or employees shall indemnify and hold harmless Sedgwick County, 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.
20. The successful firm will act as an independent contractor in providing services and performing duties required by the County. Firm will be at all times acting as an independent contractor and not as an officer, agent, or employee of the County. As an independent contractor, the firm and any employees of the firm will not be within the protection of coverage of County's worker's compensation insurance, nor shall Contractor and employees of contractor be entitled to any current or future benefits provided to employees of the County. Further, County shall not be responsible for withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by County to firm.
21. The successful firm will agree to provide an itemized billing for fees and expenses based on the agreed upon fee structure.
22. Following implementation of contract, should the County find that the firm has failed in any material respect to perform it's agreed upon obligations under the agreement; the agreement may be canceled by the County as being in the best interest of the County. In the event of termination of this agreement as a result of a breach by the successful firm hereunder, the County will not be liable for any fees and may, at its sole option, award an agreement for the same services to another qualified firm with the best proposal, or call for new responses and award the agreement thereunder. Additionally, the County reserves the right to terminate the contract for convenience at any time during the contract period, by giving 15-day written notice. In the event of such termination, the successful firm shall be entitled to receive just and equitable compensation for any satisfactory work completed prior to the termination of the contract.
23. Any exceptions to terms and conditions outlined in this document should be clearly detailed in the submittal.
24. Due to high public interest of this project, the successful firm will confirm to the county's request to maintain strict confidentiality about all matters of this project.
25. All media, citizen and public official requests for information are to be directed to the Sedgwick County Communications department at 316 660-9370.

End of section

16. PROPOSAL RESPONSE FORM: MANAGEMENT SERVICES for the NEW SEDGWICK COUNTY ARENA (06-0127)

By submission of a response, the undersigned certifies that the proposed has full authority to execute the response and to execute any resulting contract awarded as the result of this document.

I hereby certify that the attached response has been prepared in compliance with the specifications.

Authorized Representative: _____

Signature: _____

Title: _____

Company Name: _____

Address: _____

City, State, Zip: _____

Phone Number: _____

FAX Number: _____

E-Mail address: _____

Date: _____

Federal Tax ID Number _____

TYPE OF ORGANIZATION (check all that apply):

Sole Proprietorship ____ Partnership ____ Corporation ____ Public Corporation ____ LLC. ____

MINORITY BUSINESS ENTERPRISE _____, TYPE _____

WOMAN-OWNED BUSINESS ENTERPRISE _____

SMALL BUSINESS ENTERPRISE _____

If applicable, acknowledge any addendum issued against this Request for Proposal.

Addendum #1 _____, Addendum #2 _____, Addendum #3 _____