



City of Alexandria Community Services (Coughlin-Saunders Operating Agreement, Lease and Informational Study)

PLAN OF ACTION FOR COOPERATIVE DEVELOPMENT

Section 1.0 Introduction:

The City of Alexandria (“COA” or “Alexandria”) is entering into a short-term agreement with the Central Louisiana Community Foundation (“CLCF”) for a period of three years with a six-month opt out, retroactive to May 1, 2014, with the purpose of determining the long-term managerial and operational needs of the Coughlin-Saunders Performing Arts Center (the “Facility”). As a part of due diligence, Alexandria currently is seeking proposals and/or recommendations from qualified professionals for (i) information on the best practices involved in programming, managing, and providing for the capital needs of, and improvements to, the Facility and/or (ii) responses to this request in the form of a qualifications narrative in the event a respondent desires to manage the Facility. Following these responses, Alexandria’s decision on whether to seek further responses in the form of a fuller Request for Qualification or Proposals will be better informed. However, if interested parties and proposers wish to propose their own model for management, those proposers may do so now according to the rules established herein.

Interested respondents for management should have prior experience and expertise in the management of similar-sized or programmatically-comparable facilities, including but not limited to experience in preventive maintenance, customer service, quality control, employee training, marketing, interior design, building fund creation, and creating and maintaining fundraising opportunities. Other respondents wishing to provide information on these subjects in order to aid Alexandria in its longer-term contract negotiation with current or alternative managers are welcomed to respond; indeed, these responses are key to Facility success.

Performing Arts Management, via a consortium, professional service agreement, direct employment scheme through the Division of Community Services, or any other model for management of the Facility (all collectively referred to as the “Manager”), should: be familiar with best facility management practice, understand how “theaters” and performing arts centers succeed on an operating basis, and address how volunteers, supporters, and students can aid in programming.

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The minimum qualifications of the Manager shall include clear evidence of sensitivity to and understanding of the diverse academic, socioeconomic, cultural, and ethnic backgrounds of stakeholders and participants, AND an accomplished professional record of performing arts management, including directing and promoting professional programs, artistic development and marketing.

A Manager shall be able to present a Marketing Plan, follow management trends, engage in future planning and proofing, maintain excellent organizational development, lead human resources, and provide the Facility with leadership, budgeting, financial management, fundraising, and career development.

A Manager shall be familiar with the increasing challenges facing arts organizations today, provide how the Manager will balance the demands of stakeholders while focusing on organizational efficiency, and demonstrate knowledge of how the Manager will engage in community organizing for the Facility, strategic planning, board development, volunteer development, program development, arts education, cultural access, and program evaluation. The detailed duties and responsibilities include that the Manager:

- Develops and curates an artistic season of performances through professional contacts including fellow colleagues in the industry, managers, booking agencies, and artists.
- Negotiates and administers complex artist contracts and riders for all performances including touring acts, musical productions, dance concerts, and community programming. Community programming and access to the Facility shall be paramount in the development of any plan, and deficiencies in community Facility use shall be considered a material deficiency in any plan.
- Promotes community support for performing arts activities through personal contacts, promotions and public relations; develops and actively seeks external funding sources for specific needs including, but not limited to, production sponsorship, equipment, facility maintenance and renovation.
- Administers, in coordination with the Advisory Board, City of Alexandria, and Coughlin Saunders Foundation topnotch Fine and Performing Arts programming and Facility staff, as well as all activities that impact the use and rental of the Facility.
- Maintains a supervisory presence for all Facility presenting events, which includes evening, weekend, and holiday hours.

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- Maintains a leadership role in the center's short- and long-term planning.
- Oversees the marketing and sales plan/strategy including pricing and promotions of all scheduled performances in conjunction with any staff or volunteers involved with operations and promotions. It is anticipated there would be an additional staff member performing marketing and sales from the person acting as general manager.
- Oversees the hiring and evaluating of the Facility's office and production staff, and all professional expert, substitute, short-term, and student employees.
- Manages and oversees all production requirements, physical requirements, and budgetary parameters.
- Organizes and schedules all Facility activities including maintaining all master calendars, and approving rental fees and agreements, in coordination with the Advisory Board.
- Oversees processes involving front of house and back of house hiring, scheduling, and production timelines and fiscal accountability of these operations.
- Manages and oversees detailed budgets including production costs, equipment purchases, supplies, rental equipment, labor costs, and client billings.
- Coordinates activities and information between house, producer, and technical crews and outside personnel to assure clear communication and a cohesive production process.
- Participates in the academic goals of the fine and performing arts instructional teams, and assists with academic marketing campaigns.
- Performs other duties as assigned that support the overall objective of the Facility and its programming plan.

The Coughlin-Saunders Performing Arts Center

CSPAC is a 615-seat state-of-the-art multi-purpose performing arts center in downtown Alexandria, Louisiana.

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The center features a beautiful modern main lobby with large restrooms, full service ticket booth, a full service kitchen, sitting area with room for tables and chairs. Seating includes 300 seats in the upper section and 315 seats in the lower section.

Acoustical features include acoustical clouds on ceiling to tune building in addition to acoustical curtains. The center also features a mechanical lift enabled orchestra pit that can move from audience level to lower level. The stage area features 45 different line sets for electronics, curtains, scenery, etc. with a capacity to hang two different shows at the same time.

The backstage area includes eight dressing rooms. There are 2 sets of adjoining suites connected by a restroom, 2 private dressing rooms each with private restroom, 2 chorus/breakout rooms with separate restrooms, and a large backstage lounge area/break room.

The upper control booth has an onsite restroom and features sound and lighting equipment as well as a projection room for audio/video presentations on the large projector screen above the stage.

Request for Information/Qualifications

for

The Professional Management of the Coughlin Saunders Performing Arts Center

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| Issue Date: | July 1, 2014 |
| Letter of Intent: | July 15, 2014 |
| Due Date: | August 1, 2014 |

Contact: Daniel Williams, Office of the Mayor
daniel.williams@cityofalex.com, (318) 449-5000

1.1 Background:

The Coughlin-Saunders Performing Arts Center (CSPAC) is owned by the City of Alexandria, Louisiana, and operated under contract by the Central Louisiana Community Foundation. The 615-seat theatre opened August 27, 2004, in downtown Alexandria, Louisiana, at a cost of \$9,000,000.00.

The state-of-the-art multi-purpose performing arts center is a venue for everyone including performing artists and companies, presenters, businesses, schools, and churches. In addition to renting the entire theater, the lobby area may be rented for events.

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1.2 The Downtown and the Arts Council Role:

Throughout the years the Arts Council of Central Louisiana has played a vital role in helping to develop and support the arts in the City of Alexandria and surrounding areas. It also has helped build the Downtown Cultural Arts District that exists today through marketing and promotion, by developing annual events. Some members serve as catalysts to encourage and support other projects such as River Oaks Square Arts Center and the Coughlin-Saunders Performing Arts Center.

CSPAC has been operated and managed by the Arts Council since its opening in 2004. Now, however, the Arts Council has become a wholly owned subsidiary of the Central Louisiana Community Foundation. The CLCF is the manager/operator of CSPAC. The Arts Council, however, is expected to be involved in the Facility's Theater Division board and continue to help promote the arts as well as artistic and cultural events in Downtown Alexandria. The Arts Council, however, will make up no more than one-third of the members of the Theater Division, and while the Arts Council may offer advice and input into the decisions of the Theater Division, the Arts Council shall have no authority over the Theater, Marketing Director or Theater Division. The Arts Council has a vital role to play in the development of the Downtown Alexandria Cultural Arts District.

1.3 Strengths and Opportunities:

- The Facility has capacities well beyond the market.
- The Facility is just 10 years old.
- The Facility is large, seating 600.
- There is an opportunity for foundational involvements creating long-term sustainability.
- As a performance venue, CSPAC brought in more than 28,000 spectators in 2011.
- The state-of-the-art multi-purpose center is able to host numerous cultural events.
- The Facility offers ample space for conventions, conferences, and meetings, and it also includes a full-service kitchen.
- It is the largest state-of-the-art performance venue in Central Louisiana.
- The Facility helps to fulfill community leaders' longtime vision for a vibrant city – rich in the arts.
- The Facility provides an additional venue option for Alexandria performing groups such as City Park Players and Rapides Symphony Orchestra.
- The centrally located Facility attracts premier arts presentations and experiences, expanding cultural offerings and providing an economic catalyst to Alexandria, the state and the region.

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- Great space for corporate functions and speaking engagements and its position in the center of the State makes it an ideal meeting spot for state and regional convention needs.
- The Facility features the best theatrical lighting setup in Central Louisiana.
- The Facility features the only permanent sprung floor in Central Louisiana (this is essential for dance performances).
- A fully utilized Facility would provide much-needed space for events such as weddings, galas, and small conventions.
- The City of Alexandria is growing.
- The S.P.A.R.C. (Special Planned Activity Redevelopment Corridor) project has improved and could further improve the surrounding infrastructure, which could be used to leverage dollars and attract redevelopment of the Facility.
- Successful partnering could lead to additional ventures with new development partners.
- The Facility has untapped potential to increase audience base and better meet the needs of specific audience segments and contributors.
- The outlook for the health and sustainability of arts organizations would be more positive if organizations worked to accommodate larger and more diverse audiences in the Facility by making better use of marketing procedures.
- New economic developments have led to a greater focus on the private sector and the marketplace, producing an increased emphasis on marketing, fund-raising, profit-marking ventures, and the commercialization of artistic enterprises.

1.4 Weaknesses and Threats:

- The large Facility has capacities beyond the market (also an opportunity).
- The size of the Facility in this market makes it too large for some performances and thus inefficient.
- The 10-year-old Facility is in need of conditioning and capital improvements. (The roof has a 20-year life with 10 years of that life remaining.)
- The Facility is in need of upgrades in technology. Critical new features, such as LED or intelligent lighting, are not available to attract touring performances.
- The Facility is in need of adequate maintenance and operations staffing.
- The Facility has been unable to operate unless board members or a granting institution provides minimum expenses. As a result, the Facility's capacity for attracting key performances and conventions is diminished.
- Evidence suggests small to mid-sized convention center markets are currently struggling throughout the nation—and may have been in an “industry recession” surpassing previously anticipated “recoveries.”

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- Many performing arts organizations in the United States are facing grave challenges such as declining government or contributed support.
- Local dance and other performance groups are priced out of (royalties are too high for local market) the Facility.
- Current management lacks targeted marketing procedures.
- The days of continuous growth and expansion have given way to the need for austerity, consolidation, and careful planning.
- The need to continually draw a larger audience and donor base creates the need for bigger staff and budget resulting in spiraling costs which exceed revenues and lead to the inevitable distancing of financial decisions for artistic priorities.
- The Facility is in competition with larger, well-funded venues as well as smaller, cheaper performance venues in the vicinity.
- Downtown Alexandria is not yet a destination.
- Nonprofit performing arts organizations typically operate under constant financial strain.
- Any public/private partnership is a risk for taxpayers, especially if risk is not balanced or leveraged against “skin in the game” by the private entity; while private sector investors desire and maintain that the public should be the larger risk taker for “community assets.”

Section 2.0 Scope:

2.1 Temporary Basis:

The current selected manager is the CLCF, which *has assumed* temporary management and control over the Facility on a transitional basis beginning on or around May 1, 2014, or effective upon signature of the cooperative endeavor and development agreement (“CEDA”) in July 2014. Alexandria reserves the right to modify this temporary schedule according to the terms of the agreement if, in the sole opinion of Alexandria, such modifications are necessary. Alexandria reserves the right to consider proposals received after the proposal due date if it so desires and/or convert a temporary award to a longer-term award.

This Request for Information/Request for Qualifications seeks information or proposers for management. If a new contract is awarded other than with CLCF, the contract may involve a similar “proving” period. There are three overarching considerations for any proposer to consider: (i) Alexandria does not wish to pay a management fee under any circumstances; (ii) CSPAC shall become self-sufficient, provide increasingly for its own capital needs and provide for its own operations and maintenance; and (iii) Alexandria wishes to, above all,

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ensure a working partnership with the Coughlin-Saunders Foundation (and thus must strongly consider its wishes as long as reasonable and community-oriented).

The request for qualifications (“RFQ”) is a process to receive qualified expert narratives that address the Facility’s needs or aid in determinations to create an RFP process for physical and non-physical design and programming elements; however, the COA is free to use a selected RFQ consultant, in any combination, with other competitors, local arts and culture experts and designers, and COA staff, to craft the final plan and obviate the need for a secondary process of selection.

2.2 Term:

Contract length and capitalization/financing schedules will be negotiated separately. (*See Section 9.0.*) A temporary award may result in a longer-term award without the need for a new long-term proposal request.

2.3 Authority:

The Manager will be solely responsible for the daily management of the Facility, its employees, services, maintenance, and upkeep. The Manager is also expected to implement the organizational and physical changes necessary to “set the stage” for other additional progress with programming, as indicated in part by **Attachment A**. The Manager generally will enjoy peaceable possession via a “non-interference” clause in any CEDA as indicated in Section 2.5.

2.4 The Intent of the COA:

The COA does not intend any operational, especially managerial, function. Capital improvement aid is available, and would be negotiated under any agreement. *The City of Alexandria will not be directly involved in the performing arts operations.* Qualified proposers should fully understand the COA may continue to work aggressively to locate the most qualified Manager to assume long-term control, regardless of the person or entity selected to manage the Facility as a result of this Request for Qualifications and any short- or medium-term agreement. The COA intends to closely scrutinize the current arrangement, through contract monitoring, with the CLCF/Arts Council and may elect to do so even on an interim basis.

2.5 Exclusive Management and Control:

The comprehensive operations of the Facility shall be under the exclusive supervision, direction and control of the Manager, and, except as otherwise specifically provided, the Manager shall be responsible for the operation, which includes, but is not limited to, promotion, policymaking, management, and maintenance of the Facility. Except as otherwise specifically provided, the Manager shall be responsible for, and have power and authority in, all matters relating to the operation of the Facility including, without limitation, specification, pricing,

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rental of space, food and beverage services, complimentary policies, hiring and employment policies, and credit policies; the leasing of premises within the Facility, the receipt, holding and disbursement of funds; maintenance of bank accounts; procurement of inventories, supplies and services; promotion, sales, marketing and publicity; maintenance of operating licenses (in the Manager's name and/or Alexandria's name as required by local authority), maintenance, repairs and cleaning of all improvements and equipment; and, generally, all activities which the Manager may reasonably determine to be necessary for the operation of the Facility. The exclusivity and non-interference shall be modified only as provided in specific operating memoranda of understanding ("OMOU's") as provided by any CEDA.

- 2.5.1 Exclusive management and control shall require a clear "Non-Interference Clause" in the CEDA and any provisions allowing incentives to be advanced by Alexandria regarding its assets.
- 2.5.2 Initially, exclusive management is favored to be in the form of a management agreement with shared risk and reward.
- 2.5.3 Alexandria may request initial use and retention of existing staff in the form of a "proving period" to avoid discontinuity of service and protect tenure of longstanding employees. The proving period shall not unduly bind the Manager to any employees not meeting the standards of the Manager.
- 2.5.4 To ensure community interests in assets are protected, a policy and advisory board to direct, advise, and dictate certain policy shall be created—at minimum consisting of representatives from the CLCF, Coughlin-Saunders Foundation, Rapides Foundation, City Park Players, for-profit theater, primary and secondary education, GAEDA, the Alexandria-Pineville Convention and Visitor's Bureau ("APA-CVB"), and other interested parties. Board membership shall adhere to diversity of persons and interests.
- 2.5.5 Under no circumstances shall city council members and staff employees dictate policy or demand special charges or rates of the Facility, and City officials shall deal with Facility staff only through established policy by the office of the Mayor and/or OMOUs.

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2.6 Professional Assistance Basis:

The selected Manager *will assume* primary program design control¹ of the components for the development plan.² The respondents shall consider this compressed timeline *prior* to submission. The need to protect the existing continuity is part of the process, and, although *not* the sole criterion for selection, will be a factor in selection.³

Section 3.0 Letters of Intent:

Letters of Intent shall be submitted to Daniel Williams, Mayoral Assistant and Director of the Division of Community Services, on or before **July 15, 2014**. The respondent should use the form letter of intent. Failure to submit a Letter of Intent may disqualify a respondent from the Narrative section. The current manager is not required to submit a letter of intent.

Section 4.0 Narratives/Letters of Intent:

Qualified firms are encouraged to include as much or as little material as they believe necessary; quality content is more important than form. However, at a minimum, proposers must include:

1. Title Page: Listing the title of the RFQ, **“Facility Operating Agreement, Lease and Informational Study—PLAN OF ACTION FOR COOPERATIVE DEVELOPMENT Regarding The Professional Management of the Coughlin Saunders Performing Arts Center,”** the name of your firm, and all relevant contact information.
2. Letter of Transmittal (*Intent*): Identifying the RFQ, stating your understanding of the scope of the services to be performed, and providing the name(s) and address(es) of the

¹ By “primary program design control,” the City of Alexandria intends that the selected RFQ respondent will help the City to conduct all feasibility determinations and identify all obstacles to development of desirable programming, uses and partnerships. While the team may include the formulation of an additional Request for Proposal process (the “secondary selection process”), this stage may not be necessary depending upon timing, the quality of the initial partnership elements, community engagement and vision, and other as-of-yet unknown factors.

² The “development plan” is the overall response through the OMOUs and published plans of the Manager to address all operations, marketing, sales, and community development needs of the Facility. Attached to this RFQ is Attachment “A”—a list containing numerous factors and potential design elements that should be considered. The policies and elements contained therein are not meant to be exclusive but to generate thoughts about how to approach the issues presented by the Facility.

³ The City of Alexandria finds, as a matter of policy, the risks taken by current management are of significant concern and community value so as to merit favorable consideration, participation, and treatment in this process—along with the needs, input, and concerns of the Coughlin-Saunders Foundation.

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person(s) authorized to represent your entity along with the executed **Attachment B. (Due July 15, 2014.)**

3. Qualification Narrative: Detailing your experience in the same or similar projects, identifying your performance on those projects, and supplying at least three current references; alternatively, detailing why your consortium, even lacking prior experience, is uniquely qualified or appropriate to manage the Facility. For a proposer not seeking management but wishing to challenge, criticize, or modify the current arrangement, the narrative section should be used as well as the provision of a Letter of Intent. **(Due August 1, 2014.)**
4. A Disclosure Statement as referenced in Section 8.7 and according to 8.7.5. The Disclosure Statement is separate from the Qualification Narrative but shall be submitted at the same time. **(Due August 1, 2014.)**

Section 5.0 Evaluation Criteria and Selection:

The minimum qualifications of the Manager shall include clear evidence of sensitivity to and understanding of the diverse academic, socioeconomic, cultural, and ethnic backgrounds of stakeholders and participants, AND an accomplished professional record of performing arts management, including directing and promoting professional programs, artistic development and marketing.

5.1 Qualification Criteria:

Respondents are expected to have, at minimum, expertise in the following:

- Present or prior management of a museum, theater or performing arts facility.
- Experience in culture, arts, or large facility management.
- Experience in addressing deferred and preventative maintenance.
- Experience in customer service and quality control.
- Experience in arts policy development

5.2 Disqualification Criteria:

Respondents are expected not to possess any of the following:

- Involvement with competing properties such that a reasonable commercial operator would find a material chance of a conflict of interest or divided business loyalty.
- Possession of any material outstanding obligations or unresolved claims with the COA, after an opportunity to cure is presented.

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Proposers should address each one of these items in their statements, *i.e.*, letters of intent. Additionally, although a Manager's overall experience is important, the key staff should document roles in similar, successful projects.

5.3 Scoring:

Statements of Qualifications will be scored as follows:

Experience OR Uniqueness (0-20 points):

- Direct, hands-on experience and participation in similar projects.
- Objective measures of success, such as awards, commendations, and data on increased values resulting from previous projects. -OR-
- Unique community ties, knowledge, or placement to effect best practices at the Facility.

Manager leadership (0-40 points):

- Detailed information on the qualifications and relevant experience of the project manager, listing all professional degrees, certifications, awards, and commendations and providing points of contact for work on similar projects.

Key Project Staff and Sub-consultants (0-30 points):

- Detailed information on the qualifications and relevant experience of all key staff, listing all professional degrees, certifications, awards, and commendations and providing points of contact for work on similar project.
- An explanation of what each key staff member will individually bring to the project and how their individual contribution is not duplicative or unnecessary.
- If any sub-consultant will be employed, they shall be clearly identified in the qualification. The prime consultant shall notify the City, in writing, of any changes in key staff, and the COA shall have the right to terminate or renegotiate the contract if those changes affect the work product or the time schedule.

Project Methodology and Approach (0-10 points):

- Provide detailed information on your methodology and availability in meeting the scope of work and unique local or similar expertise.

Total Possible Points: 100

6.0 Future Contract Monitoring:

6.1 The Administration will assign a working group to handle issues and questions during the RFQ period of evaluation.

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- 6.2 The office of the City Attorney (through its designee) shall separately work through the legal issues and may be named an additional point of contact for the process.
- 6.3 Any development team shall be required to meet outlined deliverables and goals according to a plan and contract monitoring by the COA to ensure the public's interests are met timely and fully.

7.0 Communications:

- 7.1 Any attempts to influence the process by exerting influence outside of the working group's personnel and the channels established therein (the "process") shall be grounds to disqualify the respondent, applicant, proposer, or potential partner.
- 7.2 A proposer is restricted from making contacts outside of the process (i.e., an oral, written or electronic communication which a reasonable person would infer as an attempt to influence the award, denial, or amendment of this process) from issuance of this RFI through final award and approval of the resulting contract by the City Council ("restricted period").
- 7.2.1 During the restricted period, any contacts outside the City's designated staff for this process, defined as the working group, shall be expressly prohibited.
- 7.2.2 During the restricted period, no "lobbying" of City Council members or other elected or employed officials will be tolerated, even through agents, and violation of this restriction may result in rejection of a proposal and debarment for this process and beyond. However, criticism of this process may at all times, of course, be directed to the City Council.
- 7.3 All communications shall commence by mailed and electronically-submitted contact to:

Daniel Williams
Office of the Mayor
915 Third Street
Alexandria, Louisiana 71301
daniel.williams@cityofalex.com

- 7.4 Addenda, Rejection and Cancellation. The COA reserves the right to revise any Term Sheet by issuing an addendum at any time. Issuance of a letter of intent to negotiate or a Term Sheet in no way constitutes a commitment to award a contract at any time even after the completion of the process. The COA reserves the right to

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accept or reject, in whole or part, all Qualification Statements submitted and/or cancel this announcement if it is determined to be in the COA's best interest. All materials submitted in this response become the property of the City and selection or rejection of a submittal does not affect this right. The COA also reserves the right, at its sole discretion, to waive administrative formalities contained in any future RFQ, RFI, or RFP.

7.5 Preparation Costs. The COA shall not be responsible for costs associated with preparing a response or for any other costs, including attorney fees, associated with any challenge (administrative, judicial or otherwise) to the determination of the highest-ranked Applicant and/or awarded contract and/or rejection of qualification. By submitting a response, Term Sheet, RFQ/RFI or RFP each Applicant agrees to be bound in this respect and waives all claims to such costs and fees.

7.6 Confidentiality. The content of all qualifications is ultimately a public record. Please Note: Louisiana has a very broad public records law.

7.6.1 If you are expecting confidentiality, please call the City Attorney before forwarding information for an advisory opinion.

7.6.2 This office will be liberal in its interpretation in favor of disclosure.⁴

8.0 Universal Terms of Engagement:

8.1 A final *draft* of any MOU or Term Sheet, outlining terms for all Cooperative Endeavors needed to accomplish agreed-upon goals, will be a requirement before approaching the City Council, with certain minimum conditions and terms, as more fully set forth herein and as contained in any referenced or utilized Term Sheets.

⁴ Most written communications to or from the City of Alexandria or its officials are public records available to the public and media upon request. Your e-mail address, submitted materials, and communications may therefore be subject to public disclosure. Please consider this in your messages to the City and in your submissions. While some e-mails, documents or materials may contain confidential and privileged material regarding ongoing litigation, proprietary plans of a business entity seeking to locate in Alexandria, Louisiana, or security measures of a municipality, and are therefore for the sole use of the intended recipients, the submission for purposes of this initiative by you, in all likelihood, is purely public; accordingly, use professional discretion and assume any information you forward is public. The City will respect proprietary information about methods or plans clearly marked as such when in compliance with La.R.S. 44:1 et seq. If, however, the information becomes material to a decision, it may force its inclusion in the public domain. Please be aware the safest approach is to submit directly and with the understanding your submittal is public.

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- Section 8.1 is superseded by the current cooperative endeavor to the extent there is conflict.
- 8.2 Alexandria shall be able to deliver or guarantee full control and use of the facilities involved to the project partners without legal, or with commercially acceptable, impediments.
- 8.3 All terms proposers who may eventually relate to the COA persons or entities as future development partners agree that proposers shall be subject to certifiable evidence the development partner can immediately obtain any private financing at any agreed-upon levels. **THERE SHALL BE NO EXCEPTIONS TO THIS REQUIREMENT.** Any misrepresentation shall be considered bad faith.
- 8.4 The operation of any assets shall meet sound commercial operations as defined by the parties.
- 8.5 All performance incentives shall reflect agreed-upon deliverables and provide for guarantees and claw backs to ensure compliance.
- 8.6 All proposers should be aware that the Facility for which you are submitting a proposal is a public facility, and the Owner (Alexandria) is a public agency. Pursuant to the laws, rules and Executive Orders of the State of Louisiana and City of Alexandria, the City of Alexandria shall make every effort to avoid even the appearance of a conflict of interest or any impropriety in both the selection process for this project and the negotiation and performance of any resulting contract.
- 8.7 As part of any submittal you intend to make for this project, you must include a **Disclosure Statement** that answers the following specific questions:
- 8.7.1 Describe any business transactions occurring within the prior three years between your firm and Alexandria.
- 8.7.2 Describe any gift, loan, gratuity, discount, favor, hospitality, service, or benefit of any nature that your firm has provided to Alexandria officials within the prior one-year period, with the exception of legally disclosed campaign contributions.
- 8.7.3 A conflict of interest is defined as any action, decision, or recommendation by a person acting in a capacity as a public official, the effect of which would be to the private monetary or financial benefit or detriment of the person, the person's relative, or any business with which the person or a relative is associated. A potential conflict of interest is defined as any action, decision, or recommendation by a person acting

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as a public official, the effect of which could be to the private monetary or financial benefit or detriment of the person, the person's relative, or any business with which the person or relative of the person is associated. The potential conflict of interest is viewed from the perspective of a reasonable person who has knowledge of the relevant facts. Based upon these two definitions, and with the exception of legally disclosed campaign contributions, describe any conflict of interest or potential conflict of interest that your firm has with Alexandria. This Disclosure Statement should be dated and signed by an authorized representative for the Proposer. Please note there are more specific conflicts set forth in Louisiana Revised Statutes, Title 42 and the Alexandria Home Rule Charter, section 7-02, among other laws and regulations.

- 8.7.4 The Proposer shall contact the City Attorney for a method of orally disclosing whether a written disclosure of the following issues is merited:
- Any litigation in the past seven (7) years.
 - The outcome and experience with the litigation.
 - Any claims or letters of demand in the past seven (7) years regarding questions of performance or threats of litigation.
 - Any instances in which your firm or a member thereof has ever been removed from a contract or failed to complete a contract as assigned or refused to sign a contract at the original bid amount submitted.
- 8.7.5 Only one (1) original Disclosure Statement is required and should be submitted at the time the Statements of Qualifications are submitted as a **separate document under a separate cover. (Do not include the Disclosure Statement in the bound Statements of Qualifications submittal.)**
- 8.8 All proposers must demonstrate comprehensive knowledge of the unique problems associated with performing arts center rehabilitation, development and related public partnering—including in today's market and economy and, especially, in a small mid-sized city or sub-tertiary market. This should include an in-depth knowledge of planning, design standards, and project management techniques and in particular for this Louisiana market.
- 8.9 A proposer should have an implementation plan, including proposed funding mechanisms and federal and state matches, credits, and grants available.

City of Alexandria (Coughlin-Saunders Operating Agreement, Lease and Informational Study)
PLAN OF ACTION FOR COOPERATIVE DEVELOPMENT

- 8.10 The applicants shall research all potential industry constraints or issues that could affect the project’s feasibility, timing, and impact to the community—including the current economic climate.
- 8.11 The City’s larger goal through the development of this catalytic Project is to provide a positive economic impact resulting in income to the City, contribute to the urban fabric of the City, add quality jobs to the Alexandria region’s workforce, increase tax revenues, provide opportunities for minority- and women-owned business enterprises (M/WBE) to participate in the Project development and operation, and contribute to the City’s long-term economic growth.
- 8.12 Those aspects to be vetted by the working group are addressed by Attachment “A.”
- 8.13 As to all material in this and any Term sheet, an applicant understands the Term Sheet and this RFQ in no way constitute an agreement, and are merely recitations of the goals needed to achieve a binding agreement with the City of Alexandria. Specifically, you understand until a valid ordinance is adopted, allowing for a contract, which is then negotiated and executed, any discussions, Term Sheets, or MOUs are merely expressions of possibility, except as designated by the Mayor by separate writing as falling under an existing ordinance or authority to contract.
- 8.14 As to all material in any Term sheet, any applicant understands the Term Sheet and this RFQ in no way constitute a guarantee of participation or the advance of incentives by any party, including Alexandria.
- 9.0 TERM SHEET:** A Term Sheet outlining the offer of terms and discussion points is provided relative to the current CLCF agreement. The current Term Sheet and executed management agreement with the current manager may be used as any proposers’ comparator for purposes of providing the City of Alexandria with information to foster best practices at the Facility; or may be used as a template for qualified proposers’ own set of terms to manage the Facility. Recall: The City seeks (i) information on the best practices involved in programming, managing, and providing for the capital needs of, and improvements to, the Facility and/or (ii) responses to this request in the form of a qualifications narrative in the event a respondent desires to manage the Facility. Also recall: There are three overarching considerations for any proposer to consider: (i) Alexandria does not wish to pay a management fee under any circumstances; (ii) CSPAC shall become self-sufficient, provide increasingly for its own capital needs and provide for its own operations and maintenance; and (iii) Alexandria wishes to, above all, ensure a working partnership with the Coughlin-Saunders Foundation (and thus must strongly consider its wishes as long as reasonable and community-oriented).



City of Alexandria Community Services (Coughlin-Saunders Operating Agreement, Lease and Informational Study)

PLAN OF ACTION FOR COOPERATIVE DEVELOPMENT

DESIGN AND PROGRAM ELEMENTS AND GUIDELINES CITY OF ALEXANDRIA, LOUISIANA JULY 2014 REQUESTS FOR COOPERATIVE DEVELOPMENT COUGHLIN SAUNDERS PERFORMING ARTS CENTER

(A)

Service and Amenities

The selected respondent is expected to provide information on how to create and/or provide management opportunities to create a first-class arts venue within budgeted goals. While there is no approved budget as of this RFQ, there is an expected range of total improvement budgeting of up to \$60,000 per year for three years. The City and its partners already have identified additional funding to cover first-class design strategies and marketing of the project.

The selected respondent is expected to conduct feasibility determinations of the Facility, and then identify the overall plan for development and programming, marketing, sales, and operation of the Facility. The applicants shall demonstrate their understanding of the “performing arts,” specifically addressing the ways in which the applicant is uniquely qualified to meet the following goals and expectations of the City of Alexandria:

- Significantly increasing regional use of the Facility and increasing public participation and buy-in, including, in addition to programming, other bookings, concerts, and multi-day events.
- Developing and executing a marketing strategy.
- Reasserting the Facility as a leading cultural facility.
- Better integrating existing assets and establishing partnerships with local and regional institutions, cultural destinations, and other arts and culture stakeholders, theater troops, etc.
- Assisting city government and other governmental bodies to ensure a coherent and consistent message and plan of action, including how a management response:
 - Develops and curates an artistic season of performances through professional contacts including fellow colleagues in the industry, managers, booking agencies, and artists.
 - Negotiates and administers complex artist contracts and riders for all performances including touring acts, musical productions, dance concerts, and community programming. Community programming and access to the Facility shall be paramount in the development of any plan, and deficiencies in community Facility use shall be considered a material deficiency in any plan.
 - Promotes community support for performing arts activities through personal contacts, promotions and public relations; develops and actively seeks external funding sources for specific needs including, but not limited to, production sponsorship, equipment, facility maintenance and renovation.
 - Administers, in coordination with the Advisory Board, City of Alexandria, and Coughlin Saunders Foundation topnotch Fine and Performing Arts programming and Facility staff, as well as all activities that impact the use and rental of the Facility.

July 1, 2014

(Coughlin Saunders Study)

PLAN OF ACTION FOR COOPERATIVE DEVELOPMENT—ATTACHMENT “A”

- Maintains a supervisory presence for all Facility presenting events, which includes evening, weekend, and holiday hours.
- Maintains a leadership role in the center’s short- and long-term planning.
- Oversees the marketing and sales plan/strategy including pricing and promotions of all scheduled performances in conjunction with any staff or volunteers involved with operations and promotions. It is anticipated there would be an additional staff member performing marketing and sales from the person acting as general manager.
- Oversees the hiring and evaluating of the Facility’s office and production staff, and all professional expert, substitute, short-term, and student employees.
- Manages and oversees all production requirements, physical requirements, and budgetary parameters.
- Organizes and schedules all Facility activities including maintaining all master calendars, and approving rental fees and agreements, in coordination with the Advisory Board.
- Oversees processes involving front of house and back of house hiring, scheduling, and production timelines and fiscal accountability of these operations.
- Manages and oversees detailed budgets including production costs, equipment purchases, supplies, rental equipment, labor costs, and client billings.
- Coordinates activities and information between house, producer, and technical crews and outside personnel to assure clear communication and a cohesive production process.
- Participates in the academic goals of the fine and performing arts instructional teams, and assists with academic marketing campaigns.
- Performs other duties as assigned that support the overall objective of the Facility and its programming plan.

(B)

No Limitation on Proposal

The above is not intended to limit proposers’ creativity or ability to propose an alternative scale or set of features and amenities deemed to better suit the goals of the City through this Project. The City is open to proposals that offer distinctive features and amenities that go above and beyond those outlined above and set Alexandria apart from other destinations. The City reserves the right of final approval of the Project scale, features and amenities.

The Legal Staff certifies for purposes of the City Council’s award that: (i) there are support personnel in the Division of Public Works and Community Services to ensure the city has permanent personnel for services of continuing need; and (ii) the use of a specialized manager is proper because (A) there is a declared need for professional services outside the scope of what the City initially can provide in terms of design and programming, (B) these services, at this time, are not more appropriately committed to civil service, (C) an independent operator-manager of the Facility for performing arts purposes fulfills the particular, specialized needs, and (D) the proposed and eventual contract contains limitations and checks so that it is not open-ended or gratuitously donative.

- Thus, there exists a declared need for professional services outside the scope of what the city can provide regarding performing arts center management and operations.
- There is a danger of wasted city property, assets, and programming in the absence of immediate and decisive action.
- There is some history of management challenges given the age, nature, and operating funds associated with the asset.
- There is the need for a specialized manager to aid in future security to the asset in the form of foundation-style funding, fundraising, and other activity best supported by establishing best practices from experts in the industry.
- There is a finding performing arts programming currently is not suited for municipal management.
- There is an opportunity for increased linkages with private and public sector acting troops and performers.
- The continuing management of the Facility, on any level, is not a matter best suited to daily municipal management because of high specialization required.
- There is not sufficiently trained staff in the current civil service to meet the short-term needs.

(Coughlin Saunders Study)
PLAN OF ACTION FOR COOPERATIVE DEVELOPMENT—ATTACHMENT “A”

(C)

Development Team Requirements

The City seeks (i) information on the best practices involved in programming, managing, and providing for the capital needs of, and improvements to, the Facility and/or (ii) responses to this request in the form of a qualifications narrative in the event a respondent desires to manage the Facility. There are three overarching considerations for any proposer to consider: (i) Alexandria does not wish to pay a management fee under any circumstances; (ii) CSPAC shall become self-sufficient, provide increasingly for its own capital needs and provide for its own operations and maintenance; and (iii) Alexandria wishes to, above all, ensure a working partnership with the Coughlin-Saunders Foundation (and thus must strongly consider its wishes as long as reasonable and community-oriented).

Qualification Criteria:

Respondents are expected to have, at minimum, expertise in the following:

- Present or prior management of a museum, theater or performing arts facility.
- Experience in culture, arts, or large facility management.
- Experience in addressing deferred and preventative maintenance.
- Experience in customer service and quality control.
- Experience in arts policy development

Disqualification Criteria:

Respondents are expected not to possess any of the following:

- Involvement with competing properties such that a reasonable commercial operator would find a material chance of a conflict of interest or divided business loyalty.
- Possession of any material outstanding obligations or unresolved claims with the COA, after an opportunity to cure is presented.

(D)

A.F.E.A.T.

It is the policy of the City to involve Minority and Women-owned Business Enterprises (M/WBE) to the greatest extent feasible. In the Proposal Statement, the Developer must provide their proposed method for M/WBE participation in compliance with the *Alexandria Fairness, Equality, Accessibility and Teamwork* program. The City has a program to aid small, emerging, minority- and women-owned businesses, ensuring such interests are given an equal opportunity to conduct business with the City of Alexandria. It promotes: (i) The competitive viability of small business, minority, and women business enterprise by providing contract, technical, educational, and management assistance; (ii) business ownership by small business persons, minority persons, and women; and (iii) the procurement by the City of professional services, articles, equipment, supplies, and materials from business concerns owned by small business persons, minority persons, and women.

(E)

Right to Sever

The City and the Working Committee reserve the right to recommend the City Council accept a combination of proposals, multiple proposals, or any portion of a proposal for the City’s consideration. Respondents to the RFQ process will be evaluated and ranked by the City staff and Committee and their proposals presented to the City Council following the recommendations of the committee. Following this and depending on whether the secondary RFP process is adopted, a proposal(s) will be selected and will be entered into a MOU leading to formal negotiations for a development and operating agreements with the COA, including multiple MOUs and selected applicants.

(F)

Public Participation Policy

It is the City’s goal to minimize the level of public financial participation in the Project and to attain the most distinctive, highest-quality and marketable project possible. Eventually, respondents will be expected to help the COA determine (as owner’s representative) or actually provide (as proposal winner) information regarding sources of debt and equity, and are urged to consider creative development and financing structures that will accomplish these ends. Preference will be given to those developers who minimize the use of public financing, emphasize private sector financing and/or participation and provide the greatest economic opportunity for the City.

(Coughlin Saunders Study)

PLAN OF ACTION FOR COOPERATIVE DEVELOPMENT—ATTACHMENT “A”

(G)

Assumptions Evidence Based

Proposals should include a financial plan detailing the assumptions used in the recommended development. The assumptions should include operating projections supported by market research. In addition, a financing plan and Project schedule must be submitted. As part of the submission, the developer shall identify practical financial sources that could be considered to support the Project. Proposals should break down all financial assumptions for the project.

(H)

Weight for Actual Experience/Financial Objectives

The City will give weighted consideration to the Development Team with significant experience in developments similar in scope and quality to the proposed Project, and who also demonstrate significant financial resources to support a guarantee of completion in accordance with a fixed schedule. The City generally understands the economics of the sports and tourism market and will consider various finance options to best meet the needs of the Project. The City has the following financial objectives; the City seeks to:

- Limit financial participation by and risk to the City.
- Leverage economic gains of the Project for the general benefit of the S.P.A.R.C. CRA-3 and/or City.

(I)

Questions Submitted

In the space provided, you may submit questions for response by the COA. Please note these questions are due on or before July 15, 2014.

(Coughlin Saunders Study)

PLAN OF ACTION FOR COOPERATIVE DEVELOPMENT—ATTACHMENT “A”

Respondent’s Representative:

Name:

Position:

Business Mailing Address:

Telephone:

Facsimile:

E-mail:

Questions? Send completed form to daniel.williams@cityofalex.com

**ATTACHMENT B
NOTICE OF INTENT TO RESPOND
CITY OF ALEXANDRIA, LOUISIANA
JULY 2014 REQUESTS FOR PERFORMING ARTS
FACILITY MANAGEMENT**

_____ (Company) received the Alexandria
Request for Qualifications for management of the Coughlin-Saunders Performing Arts Center.

We have reviewed the package and Do Do not intend to provide a
Proposal.

We anticipate submitting a proposal that will include:

- Competing with the *existing* CLCF/Arts Council Agreement;
- Recommending modifications to the agreement in place now;
- Suggesting what components should go into a fuller RFP process; or
- Other (please specify) _____

Term of proposal: _____

Please indicate whether any of the following apply:

- Present or prior management of a museum, theater or performing arts facility.
- Experience in culture, arts, or large facility management.
- Experience in addressing deferred and preventative maintenance.
- Experience in customer service and quality control.
- Experience in arts policy development.
- Competing properties such that a reasonable commercial operator would find a material chance of a conflict of interest or divided business loyalty.
- Material outstanding obligations or unresolved claims with the COA, after an opportunity to cure is presented.

Proposed Points of Agreement:

Respondent's Representative:

Name: _____

Position: _____

Business Mailing Address: _____

Telephone: _____

Facsimile: _____

E-mail: _____

Please send completed form to daniel.williams@citvofalex.com