



**REQUEST FOR PROPOSAL No. P-43
FOR
VENUE MANAGEMENT AND OPERATIONS – HEARTLAND EVENTS CENTER
CITY OF GRAND ISLAND, NEBRASKA**

OVERVIEW

The City of Grand Island, Nebraska (hereinafter “City”) is seeking proposals from qualified and experienced organizations to provide for venue management and operations of the Heartland Events Center, a City owned venue offering 180,000 sq. ft of multipurpose event and sports facility space, inclusive of the Eihusen Arena and Bosselman Conference Center. The Heartland Events Center is located in the heart of the Fonner Park campus, home of Fonner Park Racing, the Nebraska State Fair, the Grand Island Livestock Show Complex and the new Grand Island Casino Resort (currently under construction and opening with a full gaming floor and over 160 boutique hotel rooms in the next year).

It is the intent of this Request for Proposal (RFP) to have the successful firm enter into a Professional Services Contract with the City of Grand Island (City) to provide the venue management and operations services for Heartland Event Center as set forth further herein. The contract term will be for a period of 5 years upon the date of execution with the availability of a 2 year renewal option upon the mutual written agreement of the parties. The City will consider Proposals that include a broad range of business, financial and organizational structures and relevant experience in event and facilities management, while providing these services at a competitive cost.

The City will receive sealed proposals for the above-named project until 3:00 PM, CT, August 9, 2024 at the office of the City Clerk in City Hall, 100 E. 1st Street, Grand Island, NE 68801. Electronic copies of RFP documents in PDF format are available for download on the City’s web site at: <https://www.grand-island.com/government/city-clerk/bid-document-information> AND www.QuestCDN.com. It will be the responsibility of the applicant to monitor the City’s website and above noted websites for published addenda. All fully executed addenda must be submitted with the Proposal. The City will not accept faxed or emailed addenda.

SITE VISITS AND QUESTIONS

Site visits will be scheduled by request only and will be conducted on July 17 or July 18. Requests for a site visit should be directed to Sue Tynan at suet@grand-island.com or 308-385-5444. **All site visits must be scheduled by July 16 at noon.**

Questions and/or information requests should be directed to City Administrator Laura McAloon **via email only to lauram@grand-island.com. All questions must be submitted via e-mail before 3:00 pm, CT, July 25, 2024.**

SELECTION PROCESS

The contract will be awarded to the responder submitting the proposal deemed, by the City, in its sole discretion, to be in the best interest of the City. The City is not required to enter into a contract with the particular responder who submits the least costly proposal.

Failure to fully comply with all of the requirements of this RFP and to provide all requested information may result in the proposal being rejected and given no consideration. The determination of compliance with the terms and conditions of this RFP will be in the City’s sole judgment and its judgment will be final and conclusive.

After receiving the proposals, the City will evaluate and score the proposals based on the Evaluation Criteria set forth in Section VI. The City may schedule interviews at its sole discretion with some or all of the applicants and may establish a ranked list of the responders evaluated. The responder receiving the highest ranking may be asked to enter into the contract negotiation stage.

If an agreement to enter into a contract cannot be reached with the responder receiving the highest ranking, then the negotiations with that responder will be terminated. Negotiations may then be opened with the next ranked responder and the process repeated, or the City may elect at any time to reject all submitted proposals and terminate the RFP process. Once negotiations with a particular responder are terminated, the City will not reopen negotiations with that responder.

Initiation/issuance of this RFP and receipt of proposals do not commit the City to finalize a contract with a responder. Notwithstanding anything to the contrary in this RFP, the City reserves the right to award the contract to the responder(s) whose proposal is determined by the City, in its sole discretion, to be in the best interest of the City. The City is not required to award the contract to the responder that submits the least costly proposal. The City shall not pay any costs associated with the preparation of any proposal.

The City reserves the right to accept or reject any or all proposals received in response to this RFP, or to negotiate with any of the responders submitting a proposal, or to cancel all or part of this RFP.

Responder warrants and represents that its submitted Proposal shall remain unchanged for ninety (90) days. Responder acknowledges that City will be relying on the information contained in the Proposal. No modifications of the Proposal will be accepted after the RFP closing date.

A Responder who attempts to influence the RFP process by interfering or colluding with other Responders and/or with any City officer, employee, elected official, or agent; or who deviates from the RFP process as set forth in the requirements of the RFP and/or in these terms and conditions, may be disqualified at any time from further participation in the RFP process.

USE AND DISCLOSURE OF PROPOSALS

The City reserves the right to retain all proposals that are submitted and to use any ideas in a proposal regardless of whether a proposal results in a contract to provide the service. All proposals will become the sole property of the City.

After the City Council awards a contract all proposals and related documents become a matter of public record, with the exception of those parts of a proposal that are clearly designated as business or trade secrets, as that term is defined by statute, and marked as "confidential" or "proprietary". City shall not in any way be liable or responsible for the disclosure of any proposal, or part thereof, if disclosure is pursuant to the Public Records Act (Nebraska State Statute 84-712) or pursuant to law or legal process. By submitting a proposal, a responder agrees to save, defend, keep, hold harmless, and fully indemnify the City, its elected officials, officers, employees, agents, and volunteers from all damages, claims for damages, costs, or expenses, whether in law or in equity, that may at any time arise for not disclosing a business or trade secret pursuant to the Public Records Act or other law or legal process.

Notwithstanding any other provisions, the City reserves the right, in its sole discretion, to:

- Accept or reject any or all proposals, or any part(s) thereof;
- Reject any proposal for failure to submit the proposal in conformity with the requirements, or the terms and conditions, of this RFP;
- Waive any informalities, irregularities, or defects in a proposal, or to waive any deviations, from the requirements, or terms and conditions of this RFP if deemed to be in the best interest of the City;
- Negotiate with a Responder or responders; or
- Terminate the RFP process.

Any Responder submitting a proposal understands and agrees that submission of their proposal shall constitute acknowledgment and acceptance of, and intent to comply with, all the requirements, and terms and conditions of this RFP.

The City shall not be liable for, and by submitting a proposal the Responder agrees not to make any claims for, or have any right to, damages because of any misunderstanding or misrepresentation of the requirements, or terms and conditions, of this RFP, or because of any misinformation or lack of information.

In the event it becomes necessary to revise or supplement any part of this RFP, an addendum will be posted on City of Grand Island's website at: www.grand-island.com AND www.QuestCDN.com Receipt of any and all addendum shall be acknowledged in Responder's submittal.

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TITLE VI

The City of Grand Island, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notified all bidden that it will affirmatively insure that in any contact entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin, sex, age and disability/handicap in consideration for an award.

SECTION 504/ADA NOTICE TO THE PUBLIC

The City of Grand Island does not discriminate on the basis of disability in admission of its programs, services, or activities, in access to them, in treatment of individuals with disabilities, or in any aspect of their operations. The City of Grand Island also does not discriminate on the basis of disability in its hiring or employment practices.

This notice is provided as required by Title II of the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973. Questions, complaints, or requests for additional information or accommodation regarding the ADA and Section 504 may be forwarded to the designated ADA and Section 504 compliance coordinator.

City Administrator
308-389-0140
100 East First Street, Grand Island, NE 68801
Monday through Friday; 8:00 a.m. to 5:00 p.m.

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MANAGEMENT AND OPERATIONS SERVICES – HEARTLAND EVENT
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****Attachments must be fully executed and submitted with the Proposal ****

I. BACKGROUND AND PURPOSE:

The Heartland Events Center, located in the center of Fonner Park and the Nebraska State Fair campus, is Central Nebraska's venue for conventions, professional meetings and conferences, trade shows, concerts, large banquets, athletic events, and other entertainment and activities. The venue opened its doors in the fall of 2006 and is owned by the City of Grand Island, Nebraska. The Heartland Events Center currently offers 180,000 sq. ft. of multipurpose, attractive, well-designed space. With its versatile floor plans and banquet facilities, the Heartland Event Center is flexible enough to handle the needs of many organizations. Features include:

1. 8,000 square feet of meeting, pre-function and banquet space in the Bosselman Conference Center.
2. Bosselman Conference Center can be configured as one large room or up to five separate rooms.
3. State of the art audio and video equipment, stage, dance floor, dining tables/chairs, and catering kitchen facilities to host meetings, conferences, receptions and banquets.
4. 30,000 square foot concrete floor space in Eihusen Arena.
5. Eihusen Arena seats 6,000 permanent seats comfortably with 1,500 optional floor seats for concerts.
6. Equipment available to erect a full-sized hockey/ice skating rink (available but previously unused)
7. Bosselman Conference Center hosts up to 360 seats for plated meal service and 500 theater style seats.
8. Surface parking spaces on site adequate to serve events held at facilities.
9. On-site ticket office facility.
10. Quick and easy access to area's best variety of shopping, dining, and entertainment.
11. Located six miles from the Central Nebraska Regional Airport.
12. Adjacent to Fonner Park Racetrack, Concourse and restaurant facilities.
13. Adjacent to Elite Casinos Resort with full gaming floor, boutique hotel, spa and pool facilities (full opening anticipated in Q1 2025)
14. Adjacent to Grand Island Community Fieldhouse and Island Oasis Water Park.
15. Adjacent to Grand Island Livestock Complex, a state of the art livestock show facility.
16. Programmed and used annually by the Nebraska State Fair (NSF) for the period commencing fifteen (15) days prior to opening day of NSF and ending five (5) days after completion of NSF (NSF is an approximately 10 day event commencing late August and ending Labor Day).

The purpose of this Request for Proposals (RFP) is to solicit sealed proposals to establish an Operating Agreement for Heartland Events Center located at 700 E. Stolley Park Road, Grand Island, NE 68801

The following objectives have been identified for this contract:

- A. Enter into an Operating Agreement with a venue manager capable of providing a full range of comprehensive administration and financial management, marketing/outreach, venue operations, and coordination with City services. The Venue Manager will be responsible for the booking of concerts and events, either internally or through an approved subcontractor.

B. Acquire services from a firm that has broad-based experience with concerts and event management to create entertaining, lively, fun experiences at Heartland Events Center. The successful firm will have the proven ability to manage a broad range of events, understand long-term planning and have the ability to identify and secure sponsorship funding while creating and marketing programs to attract use of the events center.

C. Acquire services that are consistent with the generally accepted operations of a first- class events center. Demonstrated experience in working with a public agency or governmental entity is a plus.

II. SCOPE OF SERVICES:

The applicant will be responsible for the comprehensive management and operation of Heartland Event Center, specifically related to sales, scheduling, event management, catering, concessions, and related operations and maintenance. The successful proposal must demonstrate the applicant's ability to work collaboratively with the City and its officials, the Grand Island Convention & Visitor Bureau, and to develop event partnerships with hotels located in the City. The current management agreement terminates on December 15, 2024 and the City anticipates a transition period may be necessary during the 60 days prior to that date.

The City of Grand Island strives to operate a first-class, high-quality Conference and Exhibition Center that is competitive in the industry and meets the needs of conventions, trade shows, consumer shows, meetings, concerts, entertainment, and community events. The intent of the RFP is to achieve these goals in a timely, cost-effective manner. The operating agreement will require the chosen applicant to achieve, without limitation, the following goals:

1. Maximize community-wide economic impact generation via the booking and management of local and non-local conventions, tradeshow, conferences, meetings, concerts, entertainment events and the overall utilization of the facility, while minimizing the annual operating cost borne by the City. Creative and experienced approaches in striking this critical balance are of utmost importance to the City.
2. Develop an annual marketing plan, business plan, and detailed annual operating and capital improvement budgets to be approved by the City. Meet or exceed the approved revenue budget while maintaining quality standards described herein and as amended by the City.
3. Procure and furnish all necessary management, labor and materials, bonds, and insurance necessary and required to operate the Heartland Event Center in accordance with the requirements of the City and laws of the State of Nebraska.
4. Report to a designated representative who will serve as a point of contact between the City and the contractor ("Owner's Representative"). The City reserves the right to designate a third party to serve as its Owner's Representative.
5. Maintain and operate the facility in accordance with the Operating Standards. "Operating Standards" means the operation of the facility in a manner consistent with (i) other conference centers in the United States of similar age and condition as the Heartland Event Center; (ii)

current prudent business and management practices applicable to the operation, repair, maintenance and management of conference centers of similar age and condition as the Heartland Event Center, including compliance with Legal Requirements (as defined below); (iii) the requirements and limitations to be set forth in the Operating Agreement; (iv) at a minimum, the standards applicable to other conference centers operated by applicant or an affiliate of applicant, if applicable; (v) maintenance procedures necessary to keep the facility in a clean, safe, sanitary and attractive condition and in good working order; and (vi) other measures reasonably calculated to protect and preserve the assets and the City's investment in the facility. The Heartland Event Center must be maintained and operated by the successful applicant in a manner consistent with other United States convention centers of similar condition, size and programming as the facility that are generally recognized in the industry as being capable of providing a high-quality patron experience.

6. Operate the facility in compliance with Legal Requirements. "Legal Requirements" means all laws, statutes, ordinances, rules, regulations, permits, licenses, and requirements of all governments or regulatory authorities, that now or hereafter may be applicable to the facility and the operation thereof, including those relating to employees, zoning, building, health, safety and environmental matters, and accessibility of public facilities. "Legal Requirements" also includes intellectual rights of third parties, including copyright.
7. Provide on-site administrative service in support of its management activities pursuant to approved budgets and annual plans described herein, including but not limited to the acquisition of services, equipment, supplies and facilities, internal budgeting and accounting, maintenance and property management, personnel management, scheduling, recordkeeping, collections and billing, and similar services.
8. Identify and implement initiatives to enhance Heartland Event Center revenues and cash flow, while ensuring that the facility remains economically competitive with other venues including hotels, convention centers, and other comparable facilities in the region.
9. Protect the City's capital investments through high-quality maintenance, repairs, and recommendations to the City on capital fund maintenance.
10. Provide exceptional services to all visitors to the Heartland Event Center, including event organizers, clients, and visitors attending events at the facility. The successful applicant shall maximize customer satisfaction as exhibited by an industry-wide positive image of the Heartland Event Center and maximize Heartland Event Center re-bookings.
11. Work closely with regional tourism organizations and the local hospitality industry to aggressively promote and market the Heartland Event Center. Attract regional and national events that will increase the economic impact that the Heartland Event Center has on the City and surrounding region via hotel room nights, food and beverage sales, entertainment, transportation, and other such direct spending.
12. Develop and implement initiatives to penetrate new markets, attract new events and promote the Heartland Event Center to enhance the usage of the center and to increase hotel occupancy.

13. Deliver a broad array of cultural, educational, entertainment, sporting, meeting, conference, exhibition, and other activities and events to meet the demands of residents of the City.
14. Book a mix of community-oriented events providing economic and cultural benefits to the region, which by their nature involve all segments of the community and may not necessarily lead to direct profits to the Heartland Event Center.
15. Provide sufficient security services throughout the facility so it always remains in compliance with the Operating Standards and creates a safe and comfortable experience for everyone at the facility.
16. Develop a janitorial, cleaning, and maintenance program, which applicant will implement to keep the facility in compliance with the Operating Standards.
17. Achieve all objectives in a professional manner, consistent with the best industry practices and all applicable laws and ordinances.
18. Provide all labor and materials for catering and bartending services for scheduled events. This includes providing all food and alcohol for sales and may be provided through a vendor or concessionaire subcontract. Applicants are encouraged to identify proposed methods, amenities or facilities that could generate additional revenue and visitors outside of scheduled events at Heartland Event Center.
19. Implement standards for handling cash, electronic transactions and cyber-security that meet or exceed the standards of the City's Finance Department.
20. The City is seeking responses to this RFP that describe how the successful applicant will go beyond current or traditional practices, utilizing creativity and ingenuity, to help elevate the Heartland Event Center in the view of customers. Areas of creativity described in the response should include the following:
 - A. Sustainability – creating a business plan which will maximize revenues to the facility as well as the community while working to minimize the annual operating subsidy.
 - B. Event Booking – taking an aggressive approach to booking conference/tradeshows business, while at the same time collaborating with local hotels to book shorter term conferences, corporate, and other events that use significant hotel inventory and require meeting and exhibit space within the Heartland Event Center.
 - C. Fostering Collaborative Relationships – implementing policies and procedures that help foster collaboration between key partners of the City including, but not limited to, local hotels, Hall County Livestock Improvement Association (Fonner

Park), Grand Island Livestock Convention Authority (GILCA), Nebraska State Fair/1868 Foundation, and Hall County Visitors & Convention Bureau.

- D. Technology – Developing short and long-term plans to maintain the Heartland Event Center’s technology infrastructure and service at the highest level in the industry.

III. **SCHEDULE OF EVENTS:**

The City will make every effort to adhere to the following schedule leading to the award of a contract; however, this schedule is subject to change. All applicants responding to this RFP will be notified of any significant schedule changes:

Action	Responsible Party	Target Date
Issuance of RFP	City Administrator	7/9/2024
Site Visits Conducted*	City Staff	7/17/2024 or 7/18/2024
Submission of Questions	Applicants	7/30/2024
Addendum Released**	City Administrator	Approximately 8/1/2024
Submission of Proposals	Applicants	3:00 p.m. 8/9/2024
Evaluation of Proposals	Evaluation Panel	Approximately 8/12/2024 to 8/20/2024
Contract Negotiations	City Staff	TBD
Contract Award	City Council	Anticipated 09/10/2024

* Must be scheduled by Noon, 7/16/2024

** If applicable

At this time, no pre-proposal meeting is scheduled. Individual site visits can be scheduled for 7/17/2024 or 7/18/2024 by contacting Sue Tynan at suet@grand-island.com or 308-385-5444.

CONFLICTS AND QUESTIONS:

Should there be conflicts with the RFP and with a proposal response, the RFP takes precedence unless otherwise agreed to in writing.

Questions regarding this Request for Proposals should be directed in writing to Laura McAloon, City Administrator, via email only at lauram@grand-island.com before 3:00 PM CDT, **July 25, 2024**.

IV. **PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:**

- A. To be considered for selection, Applicants must submit a complete response to this solicitation. One (1) original (specifically marked “Original”); one (1) electronic copy; and five (5) printed copies of the proposal must be submitted to the City Clerk’s Office or via

www.QuestCDN.com before 3:00 PM CDT, August 9, 2024. Facsimile copies will not be accepted. No other distribution of the proposal will be made by the Applicant.

- B. Proposals must be signed by an authorized representative of the applicant. This includes, at a minimum, the RFP cover sheet, and all addenda. All information requested must be submitted. Failure to submit all information requested may result in the City requiring prompt submission of missing information, giving a lowered evaluation of the proposal, and/or finding the proposal nonresponsive. Mandatory requirements are those required by law or such that they are determined in the sole discretion of the City Administrator to be formalities that cannot be waived and are not subject to negotiation. This RFP and the Proposal will be incorporated into the final contract between the successful applicant and the City.
- C. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content. Elaborate brochures and excessive promotional materials are not required or desired.
- D. Proposals should be organized as outlined in Section V. (“REQUIRED RESPONSE CONTENT”). All pages of the proposal should be numbered. Each paragraph should reference the paragraph number of the corresponding section of the RFP. The proposal should contain a table of contents which cross references to the RFP requirements. Information which the applicant desires to present that does not fall within an area of the requirement of the RFP should be inserted at an appropriate place or attached at the end of the proposal and designated as additional material. Proposals that are not organized as outlined risk elimination from consideration. Proposals submitted are to conform to the following:
 - 1. The minimum font size must be 12 point.
 - 2. Proposals shall be submitted as one (1) bound section and be as thorough and detailed as possible so that the evaluation committee may properly evaluate the applicant’s capabilities to provide required services.
- E. As used in this RFP, the terms “must,” “shall,” and “will” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. The terms “should” or “may” are highly desirable and would be useful but are not strictly necessary. The inability of an applicant to satisfy a “must,” “shall,” or “will” requirement does not automatically remove that proposal from consideration; however, it may seriously affect the overall rating of the applicant’s proposal.
- F. All costs or expenses incurred or associated with the preparation of responses to this Request for Proposals, including site visits, oral presentations and any other costs will be entirely the responsibility of the applicant and will not be reimbursable in any manner by the City.

- G. The City reserves the right to reject any or all proposals, to waive any technicalities in proposals received, and to negotiate and accept the proposal which is in the City’s best interest. No entitlement to reach an agreement is created by submitting a proposal.
- H. The City may cancel this Request for Proposals at any time prior to an award and is not required to furnish a reason why a particular proposal was not deemed the most advantageous.
- I. The right is reserved, as the interests of the City may require, to revise and/or amend the specifications prior to the date set for acceptance of proposals; the acceptance date may be postponed if deemed necessary by the City Administrator. Such revisions and amendments, if any, will be announced by an addendum to this solicitation and posted on the City’s website and www.QuestCDN.com.
- J. Exceptions/Alternatives – Applicant shall detail any exceptions taken to the Scope of Work, Statement of Needs, and/or Terms and Conditions sections of this RFP. For each exception, specify the RFP page number, section number, and the exception taken and reason(s) therefore. City reserves the right to refuse to negotiate any matters for which applicant failed to state an exception in their response.
- K. Late Proposals: To be considered for selection, proposals must be received in the City Clerk’s Office by the designated date and hour. Proposals received in the issuing office after the date and hour designated shall be disqualified and will not be considered.
The City is not responsible for delays in the delivery of mail by the U.S. Postal Service or private couriers. It is the sole responsibility of the applicant to ensure its proposal reaches the City Clerk’s Office by the designated date and hour. Receipt of proposals scheduled during a period of suspended City business operations will be rescheduled for processing at the same time on the next business day.
- L. **THE CITY WILL ACCEPT SEALED PROPOSALS UNTIL 3:00 PM CT ON 8/9/2024.** All Proposals must be received by the City Clerk at the below address by the prescribed date and time. The Signed proposal should be provided in a sealed envelope or package, addressed as described below, and delivered as described herein. Failure to properly address your package could delay the arrival and cause the contents to be declared non-responsive.

TO: CITY OF GRAND ISLAND:

City Clerk	Jill Granere
Mailing Address:	City Clerk’s Office 100 E. 1 st Street P.O. Box 1968 Grand Island, NE 68802-1968

FROM: **APPLICANT:**

Name of Applicant	
Company's Name	
Company Full Address	
Solicitation Number & Title: Due Date & Time:	<u>RFP No. P-43</u> <u>Management and Operations</u> <u>Services – Heartland Event Center</u> 7/25/2024 at 3:00pm PDT

V. REQUIRED RESPONSE CONTENT:

Tab 1: City Required Documents - All documents must be signed and completed as required.

- A. Signed addenda acknowledgements, if any.
- B. Attachment A: Knowledge of Conditions
- C. Attachment B: Litigation Disclosure Form
- D. Attachment C: Applicant Data Sheet
- E. Copy of Certificates of Insurance indicating compliance with City's requirements outlined in Appendix A, City of Grand Island Terms and Conditions, sections 1-5

Tab 2: Letter of Transmittal

- A. A brief executive summary of the applicant's understanding of the services sought through this RFP, and description of the underlying philosophy of the applicant in providing the services.
- B. The name, position, address, telephone number, and email address of the individual(s) who are authorized to make representations on behalf of the applicant.
- C. A statement that the signatory on the transmittal letter and the Proposal is authorized to bind the applicant to contract with the City of Grand Island.

Tab 3: Qualifications and Experience: The applicant will provide a concise description of its work experience as it relates to the Scope of Services outlined herein including, but not be limited to:

- A. A brief history of the firm, including the number of years your management company has been in business, the size of the firm, the number of national and regional locations, and the location of the office from which the work is to be done.
- B. A description of the firm's capabilities and skills to perform the contract including, but not limited to, the requirements described in this RFP.
- C. Submit a copy of the applicant's most recent annual audited financial statement.
- D. List of similar facilities managed during prior seven (7) years in similar size markets, regions or size with contact information for owner/manager of facility.
- E. A minimum of four (4) references (complete applicant Data Sheet – Attachment D), preferably public sector/government organizations, where the firm is currently under contract or has been under contract within the prior five (5) years. References can be from clients in public, nonprofit, and private sectors, but must include the following:
 - i Name and description of facility managed including types of events held and services offered
 - ii Number of years applicant has managed the facility
 - iii Name of facility owner
 - iv Address of facility owner
 - v Name, title, email address, phone number of a contact person for the facility owner.
- F. If the applicant intends to sub-contract some of the management services, applicant must specify what services will be provided directly and what services will be subcontracted. Any proposed subcontractors must be fully identified by firm name, principal business address and years of experience and are subject to approval by the City. Examples are security services, ticketing services, decorating services, catering services, concession services, etc.

Tab 4: Specific Plan and Methodology to Perform Services/Resources:

- A. An Introduction with an overview of applicant's understanding of the scope of work and services to be provided.

- B. Provide information on employee/employer relationships and the proposed management structure for the facility; suggested management organizational chart; how the management team will report to your organization's regional and/or corporate offices and to the City; how you expect to interact with the City and its departmental functions, including executive/administration, finance/IT, communications/marketing, public works/streets and public safety.
- C. Provide a suggested staff organizational chart that would reflect the proposed operating structure for the Heartland Event Center listing positions, functions, and responsibilities.
- D. Provide resumes or CVs of key personnel and principals of the organization that will be involved in the management of the Heartland Event Center and whether such involvement will be on a fully informed daily basis or in an advisory capacity. Include years of experience with your company, years of experience in the industry, educational background, and relevant industry licensure, affiliations, or certifications.
- E. Identify best practice approaches to providing services to the City that enhance efficiency and effectiveness. The City will consider innovative solutions.
- F. A detail of any assistance, equipment, or other items the applicant will require the City to furnish under the Contract.
- G. A statement explaining why the applicant's proposal would be the most advantageous to the City.
- H. A statement explaining process/procedures for conflict resolutions or how issues will be treated and resolved as they arise.
- I. Describe any other specialized service(s) you propose to perform.
- J. Provide a detailed transition plan. How will your firm successfully transition operations from its current operator to your firm?

Tab 5: Management Fee Proposal:

- A. Each proposal must contain an itemized listing of all management, concessions, catering and bartending fees being proposed and how such fees are to be calculated or otherwise determined. Consider structures based on base management fees, incentive fees (if applicable), sponsorships (if applicable), percentage of sales, and any anticipated capital expenditures. Applicant will provide an estimated five (5) year operating pro forma to include a detailed description of all expenses and revenues, by line item, and provide an explanation of how each line item was developed and the assumptions used. It is the City's strong preference that some measure or measures of

customer/client satisfaction (including that of local hotels supporting Heartland Event Center functions) be considered in developing the proposed fee structure.

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

Tab 6: **Exceptions to Terms and Conditions:** Applicant shall identify by paragraph number any exceptions requested to the City of Grand Island Terms & Conditions as set forth in Appendix A. Applicant shall provide alternative language if requested. If City enters into negotiations with Applicant for an award of contract, City will negotiate the requested exception(s) with Applicant. City will not negotiate any exceptions to its Terms & Conditions that were not requested in the Proposal.

VI. EVALUATION AND AWARD CRITERIA

- A. Evaluation of proposals will be under the complete jurisdiction of City and will be in accordance with Chapter 27 of the Grand Island City Code. The City will evaluate each proposal received and make a recommendation to the City Council and seek authority to enter into a contract for the services. Selection will be made on the basis of the criteria listed in the Evaluation and Award Criteria section of the RFP.
- B. An invitation to Bid (IFB), a Request for Proposal (RFP) or other solicitation may be cancelled or any or all proposals may be rejected in whole or in part when the City Administrator or designee determines that it is in the best interest of the City to do so. The reasons for such action will be made a part of the contract file.
- C. The City may waive informalities in proposals. "Informality" means a minor defect or variation of a proposal from the exact requirements of the Request for Proposal, which does not affect the services being procured.

Evaluation of Proposals

The evaluation of the proposals and any requested oral presentations will be based on the following criteria:

Factors / Description		Point Value
1	Qualifications & Experience – Industry knowledge/experience and qualifications of on-site General Manager (if applicable) and other proposed management staff, along with consideration of regional/national management staff who will have supervisory responsibility over facility.	20
2	Proposed Management Plan & Methodology - Demonstrated capability to operate and manage a first-class, high quality, conference center consistent with the goals and objectives set forth in the Scope of Work. In addition, the extent to which the applicant has developed approaches to general operations, operational budgeting, staffing, repair and maintenance, customer service, security, sales and marketing, and other key areas that are reflective of conditions unique to the Heartland Event Center.	20
3	Capabilities & Skills – The experience, qualifications, performance, and industry stature of the firm and experience in managing successful event and conference centers; quality of transition plan proposal.	20
4	Management Fee Proposal – Anticipated five year pro forma and financial sustainability	20
5	Quality of Transition Plan	10
6	References	10
TOTAL		100

VII. INTERVIEWS:

Applicants who submit a proposal in response to this RFP may be required to participate in an interview with the evaluation committee. This will provide an opportunity for the applicant to clarify or elaborate on the proposal. This is a fact finding and explanation session only and will not include negotiation. The City will schedule the time and location of these presentations. Interviews are an optional process at the City's sole discretion and may or may not be conducted.

VIII. NEGOTIATIONS AND AWARD OF CONTRACT:

- A. The City will initiate negotiations for a contract with the applicant receiving the highest ranking from the evaluation committee. Negotiation allows for modifications of proposals, including fee structure, but the City Administrator or designee will not consider any modifications to terms and conditions stated in the RFP for which the applicant's written proposal did not include any exceptions. Offers and counteroffers may be made as many times by the applicant and City as necessary to secure a reasonable contract. In all instances, written confirmation will be obtained from the applicant of any modifications to the original proposal.
- B. Should the City and selected applicant not reach mutually agreeable terms, the City may reject their proposal and initiate negotiations with another qualified applicant using the process set forth above.
- C. The City may cancel an RFP or reject proposals at any time prior to execution of a contract.
- D. The contract documents will incorporate, by reference, the terms and conditions of the RFP and the contractor's final proposal, together with all written modifications thereof.
- E. The contract term will be FIVE (5) YEARS from the date of execution with one (2) YEAR RENEWAL OPTION upon mutual written agreement between all parties.
- F. The contract will be conditioned upon final approval and award by the City Council.

IX. ATTACHMENTS – executed copies must be returned with Proposal **(see following pages)**

Attachment A: KNOWLEDGE OF CONDITIONS

At the time of the opening of the proposals, each applicant will be presumed to have inspected any site(s) and to have read or have been made thoroughly familiar with the specifications regarding services. Further, the vendor has had the opportunity to question City employees and staff regarding any aspect of services that are related to this proposal.

The City may consider as informal any proposal not prepared and submitted in accordance with the provisions hereof. Applicants shall understand that the City will not be responsible for any errors or omissions by the applicant in the proposal.

All materials submitted become the property of the City and may be returned only at the City's option. The City has the right to use any or all ideas presented in any reply to the RFP, except for any items marked as confidential or trade secrets. Selection or rejection of the proposal does not affect this right.

Type or print legibly when completing this form.

1. Legal Name of Applicant: _____
(Note: This is your name as reported to the IRS. This should match your Social Security card or Federal ID number.)

2. Type of Business Entity:
 - A. Sole proprietorship (Provide full name and address of owner):

 - B. Limited Partnership (Provide full name and address of all partners):

 - C. General Partnership (Provide full name and address of all partners):

 - D. Limited Liability Company (Provide full name and address of all managing members):

 - E. Corporation (Provide full name and address of all officers):

3. Doing Business As: _____
If Applicable (Note: This is the name that appears on your invoices but is not used as your tax reporting name.)

4. Date of Site Visit: _____
(Note: State "None" if no site visit was requested by Applicant)

5. Name and Position of Person Completing this Certificate: _____

6. Physical Business Address: _____

7. Primary Correspondence Address (If different from physical address):

8. Number of Employees: _____

9. Are all Employees Who Work in the United States Eligible for Employment in the United States?

Yes _____

No _____

(Signature Page Follows)

Signature Page KNOWLEDGE OF CONDITIONS Form

Under penalty of perjury pursuant to the laws of the State of Nebraska, I declare on behalf of the Contractor listed above that to the best of my knowledge and based upon reasonable inquiry, each and every one of the contractor's/Contractor's employees who work in the United States are eligible for employment in the United States as required by the Federal Immigration Reform and Control Act of 1986. I further declare on behalf of the contractor/Contractor that it will use due care and diligence to ensure that all employees hired in the future who will work in the United States will be eligible for employment in the United States. I affirm that the information provided herein is true, correct, and complete.

Contractor: _____

Signature: _____

Printed Name: _____

Date: _____

Attachment B: LITIGATION DISCLOSURE FORM

Respond to each of the questions below by checking the appropriate box. Failure to fully and truthfully disclose the information required by this Litigation Disclosure Form may result in the disqualification of your bid or proposal from consideration or termination of the contract, once awarded. For purposes of this disclosure form, “you” means the individual or entity in whose name the bid or proposal is submitted.

1. Have you or any principal, officer or director of your company, or any individual who will be assigned to work under any contract awarded pursuant to this solicitation, been convicted of a felony, or a misdemeanor involving moral turpitude, during the last seven (7) years?

Yes No

2. Have you or any principal, officer or director of your company, or any individual who will be assigned to work under any contract awarded pursuant to this solicitation, been terminated from any work being performed for City or any other governmental entity in the State of Nebraska during the last seven (7) years?

Yes No

3. Have you or any principal, officer or director of your company, or any individual who will be assigned to work under any contract awarded pursuant to this solicitation, been involved in any claim or litigation with City or any other governmental entity in the State of Nebraska during the last seven (7) years?

Yes No

4. Has any parent company or wholly owned subsidiary of your company been involved in any claim or litigation City or any other governmental entity in the State of Nebraska during the last seven (7) years?

Yes No

If you answered “Yes” to any of the above questions, please state the name(s) of the person(s), the nature, and the status and/or outcome of the conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

(Signature Page Follows)

Signature Page LITIGATION DISCLOSURE FORM

I certify the accuracy of this information:

Contractor: _____

Signature: _____

Printed Name: _____

Date: _____

Attachment C: APPLICANT DATA SHEET

Note: The following information is required as part of your response to this solicitation.

1. Applicant's Primary Contact:

Name: _____ Phone: _____
Email: _____

2. YEARS IN BUSINESS:

Indicate the length of time you have been in business providing this type of good or service:

_____ Years _____ Months

3. VENDOR INFORMATION:

FIN or FEI Number: _____ If applicable

4. REFERENCES:

Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

A.

Company: _____

Contact: _____

Phone: _____

Email: _____

Dates of Service:

Contract Value: \$ _____

B.

Company: _____

Contact: _____

Phone: _____

Email: _____

Dates of Service:

Contract Value: \$ _____

\$ Value: _____

C.

Company: _____

Contact: _____

Phone: _____

Email: _____

Dates of Service:

Contract Value: \$ _____

D.

Company: _____

Contact: _____

Phone: _____

Email: _____

Dates of Service:

Contract Value: \$ _____

(Signature page follows)

Signature Page Applicant Data Sheet

I certify the accuracy of this information:

Contractor: _____

Signature: _____

Printed Name: _____

Date: _____

X. APPENDIX A – City of Grand Island Terms & Conditions

1. INSURANCE

The Contractor shall obtain insurance from companies authorized to do business in Nebraska of such types and in such amounts as may be necessary to protect the Contractor and the interests of the City against hazards or risks of loss as hereinafter specified. This insurance shall cover all aspects of the Contractor's operations and completed operations. Failure to maintain adequate coverage shall not relieve Contractor of any contractual responsibility or obligation. Minimum insurance coverage shall be the amounts stated herein or the amounts required by applicable law, whichever are greater.

2. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

This insurance shall protect the Contractor against all claims under applicable State workers compensation laws. This insurance shall provide coverage in every state in which work for this project might be conducted. The liability limits shall not be less than the following:

Workers Compensation	Statutory Limits
Employers Liability	\$100,000 each accident
\$100,000 each employee	
\$500,000 policy limit	

3. BUSINESS AUTOMOBILE LIABILITY

This insurance shall be written in comprehensive form and shall protect the Contractor, Contractor's employees, or subcontractors from claims due to the ownership, maintenance, or use of a moto vehicle. The liability limits shall not be less than the following:

Bodily Injury & Property Damage	\$ 500,000 Combined Single Limit
---------------------------------	----------------------------------

4. COMPREHENSIVE GENERAL LIABILITY

The comprehensive general liability coverage shall contain no exclusion relative to explosion, collapse, or underground property. The liability limits shall not be less than the following:

Bodily Injury & Property Damage	\$500,000 each occurrence
\$1,000,000 aggregate	

5. UMBRELLA LIABILITY INSURANCE

This insurance shall protect the Contractor against claims in excess of the limits provided under employer's liability, comprehensive automobile liability, and commercial general liability policies. The umbrella policy shall follow the form of the primary insurance, including the application of the primary limits. The liability limits shall not be less than the following:

Bodily Injury & Property Damage	\$1,000,000 each occurrence
\$1,000,000 general aggregate	

6. ADDITIONAL REQUIREMENTS

The City may require insurance covering a Contractor or subcontractor more or less than the standard requirements set forth herein depending upon the character and extent of the work to be performed by such Contractor or subcontractor.

Insurance as herein required shall be maintained in force until the City releases the Contractor of all obligations under the Contract.

The Contractor shall provide and carry any additional insurance as may be required by special provisions of these specifications.

7. CERTIFICATE OF INSURANCE

Satisfactory certificates of insurance shall be filed with the City prior to starting any work on this Contract. The certificates shall show the City as an additional insured on all coverage except Workers Compensation. The certificate shall state that thirty (30) days written notice shall be given to the City before any policy is cancelled (strike the "endeavor to" wording often shown on certificate forms). If the Contractor cannot have the "endeavor to" language stricken, the Contractor may elect to provide a new certificate of insurance every thirty (30) days during the contract. Contractor shall immediately notify the City if there is any reduction of coverage because of revised limits or claims paid which affect the aggregate of any policy.

8. EXTRAORDINARY EVENTS

In the event of a pandemic, natural disaster, terroristic attack, or closure of a facility due to construction, remodeling or sale or any other extraordinary event which results in one, some or all of the listed facilities in this Agreement being closed for two weeks or more, the City may discontinue services upon immediate notice.

9. CONTRACT MODIFICATIONS

This Agreement can be modified only by written instrument executed by the parties hereto. Any waiver of any provision of this Agreement must be made in writing executed by the party who could demand fulfillment of such waived provision.

10. ASSIGNMENT, SALE OR MERGER

The contract established from this RFP process shall not be transferred to/or assigned without prior written consent confirming approval by the Owner and must be handled through the Owner's document approval process. The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the Owner in executing amendments to the contract to all for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform the obligations of the contract.

11. GOVERNING LAW

The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

12. SEVERABILITY

If any provision of the resulting contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected and each provision of the resulting contract shall be enforced to the fullest extent permitted by law.

13. INDEPENDENT CONTRACTOR

It is the express intent of the parties that the contract awarded shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Owners and employees of the Owners shall not be deemed to be employees of the firm. The firm and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the firm's employees nor the Owners' employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Firm shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

14. STAFF QUALIFICATIONS

The firm shall warrant that all persons assigned by it to the performance of this contract shall be the employees of the firm (or specified Subcontractor) and shall be fully qualified to perform the work required. The firm shall include a similar provision in any contract with any Subcontractor selected to perform work under this contract. Failure of the firm to provide qualified staffing at the level required by the awarded contract may result in termination of the contract or damages.

15. AUDIT

The City shall be entitled to audit the books and records of a contractor or a subcontractor at any tier under any negotiated contract or subcontract other than a firm fixed-price contract to the extent that such books, documents, papers, and records are pertinent to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of three years from the date of final payment under the prime contract and by the subcontractor for a period of three years from the date of final payment under the subcontract.

16. TAXES AND TAX EXEMPT STATUS

This project for the City of Grand Island is exempt from paying local City and State Sales Tax for any expenditures made by the City directly. Refer to Exempt Sale Certificate enclosed for your information. Contractors must pay any other tax which might be applicable or must assess any applicable tax to consumers or third parties.

17. CONTRACT PRICE INCREASE

Following the initial contract term, the Contractor may propose price increases for any contract extensions offered by the City. Unless expressly proposed any contract extensions will be presumed to operate with no increase in the contract price. For price increases which are variable, price increases must be requested 30 days prior to the proposed increase and must be justified with documentation (e.g. reports, manufacturer statements, invoices, etc.). Proposed price increases will be reviewed by the City, who at their sole discretion will either approve or reject the proposed increase.

18. INDEMNIFICATION

Contractor does hereby covenant and agree to indemnify, defend and hold harmless the City of Grand Island, their officers, directors, employees, agents and representatives, from and against all claims, demands, losses, suits, damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of or relating to any claim, demand or judgment for property loss or

damage (including loss of use of the Facilities), and/or personal injury, including death, arising out of the Products and Services furnished hereunder by Contractor and Contractor's Personnel except to the extent same is caused by the negligence or reckless conduct of City or its employees or agents.

City is not responsible for any equipment, furnishings, supplies or other property or products owned by Contractor and used or stored at the Facilities, nor is it responsible for damage resulting from power failure, flood, fire, explosion or other similar causes. The provisions requiring the furnishing of personal injury liability or property damage liability insurance shall not be construed to affect or impair the generality of the forgoing.

Contractor shall represent and warrant that the components of these services and/or products to be purchased for the Facilities shall not violate or infringe upon any patent, copyright, trademark, trade secret or other intellectual or proprietary right of any third party. The Contractor shall agree to defend, protect and hold harmless City and its related parties from and against any and all liabilities, actions, losses, awards, damages, costs, claims or expenses including reasonable attorneys' fees incurred by them as a result of any claim that the components of this contract to be purchased for the Facilities are illegal or infringe upon any third party patent, copyright, trademark, trade secret or other intellectual or proprietary right.

19. TERMINATION

- a. Termination for Cause: If the Contractor should breach the contract, the City may terminate the contract for cause by giving written notice or may give the applicant a stated period of time within which to remedy its breach of contract. If the Contractor fails to remedy the breach within the time allotted by the City, the contract may be terminated by the City at any time thereafter upon written notice to the applicant or, in the alternative, the City may give such extension of time to remedy the breach as the City determines to be in its best interest. The City's forbearance by not terminating the contract because of a breach of contract will not constitute a waiver of the City's right to terminate, nor will the City's acquiescence in any future act or omission by the applicant. If the contract is terminated for cause, breach of contract or failure to perform, the applicant may be subject to a claim by the City for the costs and expenses incurred in securing a replacement applicant to fulfill the obligations of the contract, as well as any other direct or consequential damages. In the event a Cure Notice is required, the City will use the address provided to the City listed in the proposal. It will be the Contractor's responsibility to notify the City in writing within 10 days of a change of address. The written notice will include the City's contract number and the effective date of the address change. Nothing herein shall limit the City's ability to immediately terminate the contract for cause in the event of a suspected criminal law violation.
- b. Termination for Convenience: The contract may be terminated by the City in whole or in part for the convenience of the City without a breach of contract by delivering to the Contractor a written notice of termination specifying the extent to which performance under the contract is terminated and the effective date of the termination, which shall be at least 90 days from the date of notice. Upon receipt of such a notice of termination, the applicant must stop work, including but not limited to work performed by Contractor and subcontractor, at such time and to the extent specified in the notice of termination.
- c. Compensation Due the Contractor: In the event of termination, the Contractor will be entitled to the compensation accrued to the date of termination. Payment of the balance of

the accrued compensation will be dependent on the Contractor providing the required project material to the City. Said fees which have been earned will be billed to the City in accordance with the normal billing process, but in no case later than 60 days after the last work is performed. Any termination by the City for default, found by a court of competent jurisdiction not to have been justified as a termination for default, will be deemed a termination for the convenience of the City. The Contractor will submit invoices for all such amounts in accordance with the normal billing process, but in no event later than 60 days after all services are performed. All amounts invoiced are subject to deductions for amounts previously paid and offsets authorized by Contract. All payments due the applicant under this contract are subject to appropriation by the City Council.

20. EQUAL EMPLOYMENT OPPORTUNITY

The Contractor agrees that during the performance of this Contract not to discriminate in hiring or any other employment practice on the basis of race, color, religion, sex, disability, age or national origin, and to comply with Executive Order 11,246 of September 24, 1965, and the rules, regulations and relevant orders of the Secretary of Labor, and Chapter 20 of the Reissue Revised Statutes of the State of Nebraska.

21. SANCTIONS FOR NONCOMPLIANCE

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this agreement, the City of Grand Island shall impose such agreement sanctions as it or the federal funding agency may determine appropriate, including, but not limited to:

- a. withholding of payments to the Contractor under the agreement until the Contractor complies; and/or
- b. cancellation, termination or suspension of the agreement, in whole or in part.

22. IMMIGRATION REFORM AND CONTROL ACT OF 1986

By submitting their proposals, applicants certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

23. NON-WAIVER OF LEGAL RIGHTS

Neither the acceptance by the City or any representative of the City, nor any payment for or acceptance of the whole or any part of the Work, nor any extension of time, nor any possession taken by the City will operate as a waiver of any portion of the Contract or of any power herein reserved or of any right to damages. A waiver of any breach of the Contract will not be held to be a waiver of or implied course of dealing applicable to any other or subsequent breach. The City reserves all rights, privileges, immunities, and defenses available to it at law.

24. GRATUITIES AND KICKBACKS

City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part

of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

25. FISCAL YEAR

The City of Grand Island, Nebraska operates on a fiscal year beginning October 1st and ending on the following September 30th. It is understood and agreed that any portion of this agreement which will be performed in a future fiscal year is contingent upon the City Council adopting budget statements and appropriations sufficient to fund such performance.

26. DRUG FREE WORKPLACE POLICY

Contractors shall furnish, upon request, a copy of their Drug Free workplace Policy.

27. AVAILABILITY OF FUNDS

It is understood and agreed between the parties herein that the City will be bound hereunder only to the extent of the funds available, or which may hereafter become available, subject to appropriations, for the purpose of this contract. However, the City will remain contractually obligated to issue prompt payment for undisputed services rendered hereunder.