



CITY OF TOPEKA

Event # 2830-4

Name: Hotel Asset Manager Request for Proposals

Reference: Hotel Asset Manager Request for Proposals

Description: The City is seeking to contract with an Asset Manager to provide experienced hotel management, guide hotel strategy, and to oversee the hotel and Hotel Operator.

Buyer: Leigha Boling

Status: Pending award

Event Type: RFP

Currency: USD

Category: PROFESSIONAL SERVICES

Sub Category: OTHER

Sealed Bid: Yes

Respond To All Lines: Yes

Q & A Allowed: Yes

Number Of Amendments: 4

Event Dates

Preview:

Q & A Open: 06/27/2023 08:04:00 AM

Open: 06/27/2023 08:03:00 AM

Q & A Close: 07/12/2023 12:00:00 PM

Close: 07/19/2023 02:00:00 PM

Dispute Close:

Terms And Conditions

General

General

Read all terms and conditions before registering or responding to a bid event.

Thank you for your interest in registering online to do business with the City of Topeka. All data in this website is subject to the Statutes of the State of Kansas and ordinances contained in the Topeka Municipal Code. The City of Topeka shall not be held liable or legally bound by any software limitations or defect. The City of Topeka operates under and is subject to the Central Time Zone (CST or CDT).

The City of Topeka strives to include as many suppliers to enhance the competitive sealed bidding process. The City is unable to include every supplier in all events that they may be able to quote on. Registration on this site does not guarantee your organization notification of every bidding opportunity.

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Disclaimer

The City of Topeka attempts to maintain continuous access to the supplier portal. However, from time to time, access may be interrupted or prevented due to maintenance, site problems, Internet problems, or problems experienced by the user due to the user's computer system. The City makes no warranties that the supplier portal will be uninterrupted or error-free. Regardless of the source of any problem, it is the user's responsibility to ensure that its bid is timely received. Because of the discrepancies inherent in timing mechanisms (e.g. cell phone, computers, mobile devices), the bid time will be determined based upon the time indicated on the City server for the Strategic Sourcing application. If the user does not submit its bid at or before the time indicated on the City server for the Strategic Sourcing application, the bid will be electronically rejected by the Strategic Sourcing application as untimely.

The City shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses resulting from: (i) the use or the inability to use the supplier portal; (ii) unauthorized access to or alteration of the user's transmissions or data; or (iii) any other matter relating to the supplier portal.

Amendments to Bids: To ensure maximum access opportunities for users, events/solicitations shall typically be posted for a minimum of ten (10) days and no amendments shall typically be made within the last three days before the event/solicitation is due. Bidders/vendors are cautioned that the competitive nature of their offers could be affected if their submission does not include all amendments. For this reason bidders/vendors are advised to revisit all solicitations to which they intend to respond three (3) days prior to the due date. It is the bidder's/vendor's responsibility to check the website from time to time for updates to events/solicitations and to pick up additional addenda and information.

All bids shall be considered firm for a period of forty-five (45) calendar days from the bid opening date unless otherwise stated in the bid specification document(s).

If bidders have a concern about bid specifications, or any term or condition that they believe restricts competition, bidders must contact, in writing, the Procurement Buyer assigned, no later than five (5) days prior to bid closing. Upon receipt, the Procurement Buyer will research the issue and provide a response within five (5) days. Failure to submit a question or concern within the five (5) day period will waive any right the bidder may have to challenge the bid letting or a bid award.

Standard Terms and Conditions

Contractor's Statement of Agreement

Contractor's Statement of Agreement

The City of Topeka, Kansas requires that all contracts of the City and its agencies include specific provisions to ensure equal employment opportunity and that all contractors provide evidence of the adoption of an affirmative action program. To comply with these requirements, all persons wishing to enter into a contract with the City shall complete and sign this agreement.

The contractor agrees to:

1. Comply with K.S.A. 44-1030 requiring that:

(A) The contractor shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability unrelated to such person's ability to engage in the particular work, national origin or ancestry;

(B) In all solicitations or advertisements for employees, the contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Contracts and Procurement Division;

(C) If the contractor fails to comply with the manner in which the contractor reports to the Contracts and Procurement Division in accordance with the provisions of K.S.A. 44-1031, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency;

(D) If the contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the Contracts and Procurement Division which has become final, the contractor shall be deemed to have breached the present contract and it

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may be cancelled, terminated or suspended, in whole or in part, by the contracting agency; and

(E)The contractor shall include the provisions of paragraphs (A) through (D) in every sub-contract or purchase order so that such provisions will be binding upon such sub-contractor or vendor.

2.Guarantee that during the performance of any City contractor agreement the contractor, sub-contractor, vendor, or supplier of the City shall comply with all provisions of the Civil Rights Act of 1866 as amended, Civil Rights Act of 1964 as amended, Equal Employment Opportunity Act of 1972 as amended, Executive Order 11246, Age Discrimination in Employment Act of 1967 as amended, Americans with Disabilities Act of 1990 and Rehabilitation Act of 1973 as amended, Equal Pay Act of 1963 and City of Topeka Ordinance No. 16889 and any regulations or amendments thereto.

3.Submit to the Contracts and Procurement Division a written affirmative action program, a certificate of compliance or such other certificate as is acceptable to the Contracts and Procurement Division which is evidence of the adoption of an affirmative action program.

The contractor agrees to maintain a current and accurate plan on file with the Contracts and Procurement Division and shall update the plan as needed.

Company NameCompany Address

Signature and TitleDate

Revised 01-10-01

Contractual Provision

City of Topeka
Department of Administrative and Financial Services
Contracts and Procurement Division (Rev 06.2021)

CONTRACTUAL PROVISIONS

1.TERMS HEREIN CONTROLLING PROVISIONS

It is expressly agreed that the terms of each and every provision in this Attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.

2.AGREEMENT WITH KANSAS LAW

All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.

3.TERMINATION DUE TO LACK OF FUNDING

If, in the judgment of the City Manager, sufficient funds will not be available to continue the functions performed in this agreement and for the payment of the charges hereunder, City may terminate this agreement at the end of its current and any succeeding fiscal year. City agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided City under the contract. City will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by City, title to any such equipment shall revert to contractor at the end of City's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the City or the contractor.

4. TERMINATION FOR CONVENIENCE

The Director of Contracts & Procurement or designee may terminate performance of work under this contract in whole or in part whenever the Director determines that the termination is in the best interest of the City. In the event of termination, the Director or designee shall provide the Contractor written notice at least thirty (30) days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may not have been terminated by the notice.

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5.DISCLAIMER OF LIABILITY

No provision of this contract will be given effect that attempts to require the City to defend, hold harmless, or indemnify any contractor or third party for the City's acts or omissions. The City's liability is limited to the liability established in the Kansas Tort Claims Act, K.S.A. 75-6101 et seq.

6.ANTI-DISCRIMINATION CLAUSE

The contractor agrees: (a) to comply with all federal, state, and local laws and ordinances prohibiting unlawful discrimination and to not unlawfully discriminate against any person because of age, color, disability, familial status, gender identity, genetic information, national origin or ancestry, race, religion, sex, sexual orientation, veteran status or any other factor protected by law in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer;" and (c) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor. The contractor understands and agrees that the failure to comply with the requirements of this paragraph may constitute a breach of contract, and the contract may be cancelled, terminated or suspended, in whole or in part by the City of Topeka.

7.ACCEPTANCE OF CONTRACT

This contract shall not become effective until the legally required approvals have been given.

8.ARBITRATION, DAMAGES, WARRANTIES

Notwithstanding any language to the contrary, no interpretation shall be allowed to find the City or any department or division thereof subject to binding arbitration. Further, the City of Topeka shall not be subject to attorney fees and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.

9.REPRESENTATIVE'S AUTHORITY TO CONTRACT

By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

10.RESPONSIBILITY FOR TAXES

The City of Topeka shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

11.INSURANCE

The City of Topeka shall not be required to purchase any insurance against loss or damage to any personal property to which this contract relates. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), and the claims provisions of the Code of the City of Topeka (Section 3.35.010 et seq.), the contractor shall bear the risk of any loss or damage to any personal property in which the contractor holds title.

CONTRACTOR: _____

AUTHORIZED SIGNATURE: _____

Terms and Conditions

STANDARD TERMS AND CONDITIONS

Qualification Based Selection (RFP, RFQ, etc.)

Includes Architectural, Engineering, and Appraisal Services for Public Buildings and Improvements

1. READ ALL STANDARD TERMS AND CONDITIONS, SPECIAL TERMS AND CONDITIONS AND THE SCOPE OF WORK CAREFULLY. Failure to abide by all the conditions of this request may result in the rejection of a proposal. Inquiries about this request must be addressed during the open question and answer period. Proposals including attachments (proposal, drawings, photographs, etc.) shall be submitted through the City's online bidding portal.
2. SINGLE POINT OF CONTACT: The single point of contact for all inquiries, questions, or requests shall be the City of Topeka Contracts and Procurement Buyer or their designee initiating this solicitation. All communications shall be directed to the Buyer. No communication is to be had with any other City employee or representative while the bidding event is open and until a contract and/or purchase order is awarded and issued. Bidders may have contact with other City employees or representatives during negotiations, contract signing, or as otherwise specified in the solicitation documentation.
3. NEGOTIATED PROCUREMENT: The City reserves the right to negotiate with the selected bidder of this solicitation. The final

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evaluation and award is made by the Procurement Negotiating Committee (Committee), which consists of the Department Director of the originating department, the Director of Administrative and Financial Services, the Director of Contracts and Procurement, or their designees. (For architectural, engineering and appraisal services, the City Engineer or designee will take the place of the Director of Contracts and Procurement or designee.)

4. **APPEARANCE BEFORE COMMITTEE:** Bidders may be required to appear before the Committee to explain their understanding and approach. The Committee may request additional information. Bidders are prohibited from electronically recording these meetings. All information received prior to the cut-off time will be considered as part of the bidder's best and final offer. No additional revisions shall be made after the specified cut-off time unless requested by the Committee.

5. **QUESTIONS & ADDENDA:** All questions shall be submitted during the open questions period section of the City's online bidding portal. It shall be the bidder's responsibility to monitor the City's bidding portal for answers to questions and any addenda issued that may alter or change the scope of the solicitation. Any and all binding modifications to the solicitation shall be made by addendum.

6. **PRE-PROPOSAL CONFERENCE:** If so noted, all Pre-Proposal Conferences will be scheduled and information posted on the Meetings section in the solicitation. Attendance is typically not mandatory, but is strongly encouraged. At the Pre-Proposal Conference impromptu questions will be permitted and spontaneous unofficial answers will be provided when possible. However, bidders should clearly understand that the only official answer or position of the City will be by written and issued by addendum.

7. **COST OF PREPARING PROPOSAL:** The cost of developing and submitting the proposal is entirely the responsibility of the bidder. This includes costs to determine the nature of the engagement, preparation of the proposal, submitting the proposal, negotiating the contract, and other costs associated with the solicitation.

8. **EVALUATION OF PROPOSALS:** Award shall be made through the qualification based selection process. Consideration and evaluation of such proposals will include but not be limited to:

- Adequacy and completeness of proposal;
- Compliance with the terms and conditions of the request;
- Experience in providing like services or products;
- Qualified staff;
- Methodology in accomplishing objectives;
- Response format as required by this request;
- Price; and
- Any other requirements specific to the service or product as outlined by the City of Topeka.

9. **ACCEPTANCE OR REJECTION:** The City reserves the right to accept or reject any or all proposals or part of a proposal; to waive any informalities or technicalities; clarify any ambiguities in proposals; modify criteria in the solicitation; and unless otherwise specified, to accept any item in a proposal.

10. **CONTRACT:** The successful bidder may be required to enter into a written contract with the City, which will incorporate the Contractual Provisions Attachment and Contractor's Statement of Agreement. No contract shall be considered to have been entered into by the City unless executed by the City Manager and the vendor. Professional service contracts exceeding fifty thousand dollars (50,000) must be approved by the Governing Body prior to being executed by the City Manager.

11. **CONTRACT DOCUMENTS:** In the event of a conflict in terms of language among the documents, the following order shall govern:

- Contractual Provisions Attachment and Contractor's Statement of Agreement, if incorporated in the Contract;
- Written modifications to the executed contract;
- Written contract signed by the parties;

12. **OPEN RECORDS ACT:** All proposals become the property of the City of Topeka. Kansas law requires all information contained in proposals to become open for public review (with certain exceptions available under the Act) once a contract is signed or all proposals rejected.

13. **FEDERAL, STATE AND LOCAL TAXES – GOVERNMENTAL ENTITY:** Unless otherwise specified, the price as negotiated shall include all applicable federal, state, and local taxes. The successful vendor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this solicitation. The City of Topeka is exempt from state sales or use taxes, and federal excise taxes. These taxes shall not be included in the bidder's price quotations.

14. **SUSPENSION FROM BIDDING:** Any vendor who defaults on delivery as defined in this solicitation may, at the discretion of the Director of Contracts and Procurement, be barred from bidding or receiving an award on any subsequent solicitation for a period of time to be determined by the City.

15. **INSURANCE:** The City shall not be required to purchase any insurance against loss or damage to any personal property nor shall the City establish a self-insurance fund to protect against any loss or damage. Subject to the provisions of the Kansas Tort Claims Act, the vendor shall bear the risk of any loss or damage to any personal property.

16. **CASH BASIS AND BUDGET LAWS:** All contracts are subject to the State of Kansas Cash Basis and Budget laws. [K.S.A. 10-1101; 79-2925 et seq.] Any obligation incurred as a result of the issuance of the contract or purchase order binds the City only to the extent that funds are available at the time payment is required.

City Legal Approval February 8, 2022



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RFP Special Provisions

SPECIAL PROVISIONS

Proposal Format: The following information shall be part of the technical proposal: Vendors are instructed to prepare their Technical Proposal following the same sequence as this section of the Request For Proposal.

(1) Transmittal letter which includes the following statements:

(a) That the vendor is the prime contractor and identifying all subcontractors

(b) That the vendor is a corporation or other legal entity

(c) That no attempt has been made or will be made to induce any other person or firm to submit or not to submit a proposal

(d) That the vendor does not discriminate in employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin or disability

(e) That no cost or pricing information has been included in the transmittal letter or the Technical Proposal. Pricing information, if requested, shall be uploaded as separately named electronic file.

(f) That the vendor presently has no interest, direct or indirect, which would conflict with the performance of services under this contract and shall not employ, in the performance of this contract, any person having a conflict

(g) That the person signing the proposal is authorized to make decisions as to pricing quoted and has not participated, and will not participate, in any action contrary to the above statements;

(h) Whether there is a reasonable probability that the vendor is or will be associated with any parent, affiliate or subsidiary organization, either formally or informally, in supplying any service or furnishing any supplies or equipment to the vendor which would relate to the performance of this contract. If the statement is in the affirmative, the vendor is required to submit with the proposal, written certification and authorization from the parent, affiliate or subsidiary organization granting the City and/or the federal government the right to examine any directly pertinent books, documents, papers and records involving such transactions related to the contract. Further, if at any time after a proposal is submitted, such an association arises, the vendor will obtain a similar certification and authorization and failure to do so will constitute grounds for termination of the contract at the option of the City

(i) Vendor agrees that any lost or reduced federal matching money resulting from unacceptable performance in a contractor task or responsibility defined in the Request, contract or modification shall be accompanied by reductions in City payments to contractor and

(j) That the vendor has not been retained, nor has it retained a person to solicit or secure a City contract on an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the vendor for the purpose of securing business. For breach of this provision, the Committee shall have the right to reject the proposal, terminate the contract and/or deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or other benefit.

Vendor's Qualifications: The vendor must include a discussion of the vendor's corporation and each subcontractor if any. The discussion shall include the following:

(a) Date established

(b) Ownership (public, partnership, subsidiary, etc.)

(c) Number of personnel, full and part time, assigned to this project by function and job title

(d) Data processing resources and the extent they are dedicated to other matters

(e) Location of the project within the vendor's organization

(f) Relationship of the project and other lines of business and

(g) Organizational chart

The contractor shall be the sole source of contact for the contract. The City will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.

A description of the vendor's qualifications and experience providing the requested or similar service including resumes of personnel assigned to the project stating their education and work experience. The vendor must be an established firm recognized for its capacity to perform. The vendor must be capable of mobilizing sufficient personnel to meet the deadlines specified in the Request.

A timeline for implementing services.

Payment: To be negotiated.

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Insurance Req with Errors and Omissions Coverage

INSURANCE REQUIREMENTS

WORKERS COMPENSATION: Contractor's, when required by law must maintain in effect throughout the life of this contract, Workers Compensation insurance to cover the contractor's employees, in full limits as required by statute.

INSURANCE RESPONSIBILITY & LIABILITY: Notwithstanding any language to the contrary, no interpretation shall be allowed to find the City or any of its departments, officers or employees responsible for loss or damage to persons or property as a result of the contractor's actions.

CONTRACTOR SHALL MAINTAIN MINIMUM COVERAGE AS FOLLOWS:

Commercial General Liability:

Per Occurrence \$1,000,000

General Aggregate \$2,000,000

Products & Completed Operations Coverage Aggregate \$2,000,000

Property Damage per occurrence \$100,000

Automobile Liability

Combined Single Limit for Bodily Injury and Property Damage Aggregate \$500,000

Professional Liability (Errors and Omissions)

Provide separate "claims made" form

Per Claim \$1,000,000

General Aggregate \$2,000,000

CERTIFICATES OF INSURANCE: Certificates of Insurance should be issued immediately after the Contractor received notification of award and prior to the notice to proceed. The Contractor must not commence any work under this Contract until Purchase Orders are issued by the City of Topeka.

NAMED INSURED: The City of Topeka shall be named as an additional insured party on the Certificate of Liability Insurance.

NOTIFICATION OF ALTERATION OR MATERIAL CHANGE OR CANCELLATION: A minimum of ten (10) days written notification must be given by an insurer or any alteration, material change, or cancellation affecting any certificates or policies of insurance as required under this Contract. Such required notification must be sent via Registered or Certified Mail to the address below:

City of Topeka

Contracts & Procurement Division

215 SE 7th Street, Room 60

Topeka, KS 66603

Attachments

Attachment

Event 2830 Hotel Asset Manager Request for Proposals.pdf

Addendum I Event 2830.pdf

3.7 Master Financial Model Hotel Topeka Historic PL 5.13 2023.pdf

1.0 Grey Hospitality Hotel Market Analysis Feasibility Study 7.6.23.pdf

Event # 2830-4: Hotel Asset Manager Request for Proposals

Commodity Codes

Commodity Code	Description
208-76	Real Estate/Property Management
209-77	Real Estate/Property Management
918	CONSULTING SERVICES
958	MANAGEMENT SERVICES
961	MISCELLANEOUS SERVICES, NO. 1 (NOT OTHERWISE CLASSIFIED)
962	MISCELLANEOUS SERVICES, NO. 2 (NOT OTHERWISE CLASSIFIED)
971	REAL PROPERTY RENTAL OR LEASE

Line Details

Line 1: Hotel Asset Manager RFP

Description: Bidders should register and sign-in to provide questions or submit their proposals electronically in the ePro system. In the Line section, enter 1.00 in both the quantity and cost when submitting your bid response. Bidders must upload all proposals and documentation, and click SUBMIT in order to submit their final response.

Item: HOTEL ASSET MANAGER RFP Hotel Asset Manager RFP

Commodity Code: 918 CONSULTING SERVICES

Quantity: 1.000 **UOM:** EA

Requested Delivery Date: 12/31/2024

Require Response: Yes **Price Breaks Allowed:** No **Alternate Items Allowed:** No

Add On Charges Allowed: No

Line 1 Distributions

Event Company	Dist Company	Acct Unit	Account	Percent
1	1	1010210100	52200	100.000%



CITY OF TOPEKA

Contracts & Procurement Division
City Hall, 215 SE 7th St., Room 60
Topeka, KS 66603

procurement@topeka.org
Tel: 785-368-3749
Fax: 785-368-4499

Hotel Asset Manager Request for Proposals (RFP)

I. INTRODUCTION

The City of Topeka (City) seeks to contract with an Asset Manager to provide experienced hotel management, guide hotel strategy, and to oversee the hotel and Hotel Operator.

The City would charge an Asset Manager with four distinct roles:

- A. To assist the City in crafting an overall strategy, including evaluating the recommendations of a third-party hotel feasibility study
- B. To assist the City with identifying one or two target flags in the STR “Upscale” category and to negotiate with those entities (e.g., Hilton, Marriott, etc.) to secure a term sheet, committing to permit the property to develop with that flag
- C. To assist with identifying and negotiating a contract with a hotel operator, which may be a large hotel management company associated with the flag (e.g., Sheraton Operating Corporation, etc.)
- D. To perform ongoing asset management duties including developing strategy, overseeing the hotel management contract and monitoring hotel performance for the City

II. BACKGROUND AND OBJECTIVE

In June 2023, the City purchased the former Hotel Topeka at a foreclosure auction for \$7.5 million plus fees. That transaction is scheduled to close at the end of July. The City is following a set of principles for redevelopment of the site that include:

- A. Affirming the need for a high-quality, full-service conference hotel adjacent to the Stormont-Vail Events Center (<https://www.stormontvaileventscenter.com>) and serving the Maner Conference Center
- B. Committing to effect the recommendations of a third-party feasibility study for the property that (a) the hotel be redeveloped such that it is able to secure an STR “Upscale” class flag and (b) that the hotel have full-service offerings, including a restaurant serving hotel patrons, conference center guests and the community
- C. Taking early action to have its own consultants evaluate and provide recommendations for improvements to key building systems, including roofing, windows, MEP, HVAC and elevators
- D. Studying the potential for the City to own the hotel for the mid to long-term, using tax-exempt financing to cover acquisition and renovation costs, and contracting with an experienced hotel operator to manage the facility day-to-day

The hotel is adjacent to the Stormont-Vail Events Center, a 10,000 seat multipurpose arena, and connected to the Maner Conference Center. The hotel is currently unaffiliated with a flag. The hotel has 224 meeting rooms (102 king, 112 double, and 10 suites) on seven floors, and it sits on four acres, served by 260 parking spaces. According to county records, the hotel was constructed in 1997.

The City seeks proposals from experienced hotel Asset Managers to assist the City in executing on the principles. Based upon responses, the City anticipates conducting interviews with one or more respondents to identify final terms and costs proposed. The City expects the successful proposer will execute duties on a four-part scope of services as follows:

- A. Scope Item 1: Assess the market, the hotel's position in that market, and the validity of the third-party feasibility study recommendations:
 - i. Assess the Topeka hotel market to help identify the appropriate flag for the hotel
 - ii. Review the third-party feasibility study to determine whether it agrees that the hotel should be redeveloped as a full-service conference hotel in the STR "Upscale" class
 - iii. Review results of the City's building system assessment on the hotel and provide recommendations to the City on an approach to renovations and upgrades
 - iv. Assist the City in its review of potential ownership structures
- B. Scope Item 2: Assist the City in identifying one or more target hotel flags and securing a commitment from a flag for the hotel:
 - i. Negotiate a term sheet with the identified hotel flag
 - ii. Assist the City in identifying the appropriate scope of the renovation project to ensure the requirements of the flag are met
- C. Scope Item 3: Assist the City in securing an operator for the hotel:
 - i. Assist the City in identifying an appropriate operator for the hotel once a flag is determined
 - ii. Assist the City in negotiating a contract with such operator
 - iii. Assist the City in identifying the appropriate scope of the renovation project to ensure the requirements of the flag are met
- D. Scope Item 4: Provide ongoing asset management services:
 - i. Support management and team performance by:
 - a. Meeting with hotel operator executives to establish a working relationship with individuals responsible for the management and operations of the hotel
 - b. Coordinating with the hotel operator on the development of the annual budget and capital improvement plan, and meet with management on a regular basis to evaluate and monitor sales, marketing, and operational initiatives
 - c. Monitoring weekly and monthly market penetration reports and reviewing any significant variance with the hotel operator
 - d. Evaluating pricing strategies and yield management practices to ensure that the hotel is maximizing Revenue per Available Room (RevPAR)
 - e. Monitoring the hotel's operating expenses to ensure that effective cost-containment practices are in place, that operating expenses are in-line with those of comparable properties and industry standards, and that property management is maximizing cash flow
 - f. Reviewing guest satisfaction scoring, social media reviews and management responses
 - g. Monitoring profit and loss (P&L) reports and budget-to-actual reporting including an analysis of department performance metrics
 - h. As applicable, monitoring operator's progress on capital improvement plans and budgets
 - i. Providing support in developing preventative maintenance plans
 - j. Evaluating staffing plans and reviewing labor reporting and monitoring systems to ensure required salaries and benefits, per the management agreement are being applied
 - k. Evaluating personnel training procedures and practices to ensure that all employees contribute to overall guest satisfaction
 - l. Reviewing human resource policies and procedures, and by monitoring any legal or labor issues relating to the management of the hotel

- ii. Support sales, marketing, and public relations by:
 - a. Assisting the hotel operator in the development of annual sales and marketing plans, including sales goals and staffing plans
 - b. Monitoring market conditions and assessing how supply and demand characteristics impact the asset's revenue and profitability
 - c. Evaluating return on investment from advertising and promotional programs
 - d. Evaluating and monitoring management teams strategies to maximize RevPAR
 - e. Evaluating weekly sales report
 - f. Evaluating digital-marketing efforts including internet presence, rankings, search engine optimization, links to demand generators, social media reviews, and other product-to-market marketing programs
 - g. Interfacing periodically with the hotel operator to review hotel performance
- iii. Owner representative and owner engagement:
 - a. Visit the hotel periodically to ensure that the management team is effectively managing, marketing, and maintaining the asset
 - b. Coordinate with the owner on for the approval of the annual budget, sales and marketing plan, and capital improvement plan
 - c. Provide periodic reports on the hotel performance, including progress in meeting budget and sales goals, identifying any areas of merit that should be recognized or concerns that should be addressed and other salience issues relating to the management and financial performance of the asset

III. MINIMUM QUALIFICATIONS

- A. Extensive experience serving as an asset manager for similar hotel properties
- B. Extensive experience advising and executing on strategies to secure a hotel flag
- C. Experience negotiating term sheets with various hotel flags
- D. Prior experience working with public owners on hotel developments/redevelopments is preferred

IV. RESPONSE COMPONENTS

Interested proposers will need to provide the following information in order for their statements of qualifications to be considered:

- A. 1-2-page cover letter providing a brief introduction to the firm, providing key contact information for parties responsible for submitting the response and those having the ability to bind the firm, and affirming respondent's ability to meet the minimum qualifications and its understanding of the City's redevelopment principles for the hotel.
- B. A description of qualifications including:
 - i. The proposing firm's name, history, background, location(s), general description of services offered, and contact information
 - ii. A description of the proposer's staffing plan, including project team bios, their roles in the engagement, their backgrounds and qualifications, and their contact information
 - iii. A detailed description of how the proposer meets the minimum qualifications described herein
 - iv. A narrative approach of the proposer's understanding of the project and how it would proceed if selected
 - v. A narrative illustrating the proposer's understanding of the Topeka market, this hotel's role in that market, and the proposer's vision for the role of the renovated hotel in the market

- vi. A narrative describing any concerns regarding the ability of proposer to execute on the Grey Hospitality Study recommendations (full-service, Upscale hotel) or the City's principles with respect to the redevelopment of the hotel
- vii. Detailed information about the proposer's success in securing commitments from major hotel flags
- C. A detailed narrative describing the proposer's approach to the on-going scope of asset management services
- D. A proposed list of the proposer's key partners in the execution of the project if selected, including any subcontractors
- E. Up to three case studies describing the proposer's work on similar projects. Provide details from each project that are relevant to the City's situation.
- F. Commencing with the City executing a contract with the selected proposer in mid-September 2023, provide a high-level calendar identifying the expected work plan by month, through and including reopening the hotel to the public. The City anticipates selecting finalists by late-July and completing interviews by the first week of August. The City anticipates term sheets being due from selected finalists in the third-week of August with formal selection by the City of Topeka, Governing Body by mid-September, and commencing with the selection of a proposer in mid-September 2023.
- G. Contact information for four references, including at least one public sector reference, who can speak to the quality of proposer's experience and abilities
- H. Disclosure of any action, suit, proceeding, inquiry, or investigation at law or in equity before or by any court, public board or body in the last ten (10) years, which was initiated by a client of the firm or its principals against the firm or its principals.
- I. A cost proposal with a breakdown by scope item. Fees may be proposed as hourly, hourly with a not-to-exceed, fixed fee, success fee or other approach. Proposers should provide an expected maximum cost for each scope item:
 - a. Scope Item 1: Assess the market, the hotel's position in that market, and the validity of the third-party feasibility study recommendations
 - b. Scope Item 2: Assist the City in identifying one or more target hotel flags and securing a commitment from a flag for the hotel
 - c. Scope Item 3: Assist the City in securing an operator for the hotel. Assume the flag selected is in the STR "Upscale" category and that the hotel is a 224-room, full-service property
 - d. Scope Item 4: Provide ongoing asset management services. Assume the flag selected is in the STR "Upscale" category, that the hotel is a 224-room, full-service property, and that the City takes the Proposer's recommendation with respect to the selection of the operator

V. SELECTION CRITERIA

The City anticipates using an RFP review committee comprised of City staff, one or more City elected officials, and a representative of Visit Topeka (<https://www.visittopeka.com/about-us/>). The committee will rely upon analytical support from the City's financial advisor, Columbia Capital Management, LLC, and special counsel, Gilmore & Bell, PC.

- A. Statements of qualification will be evaluated on the following criteria:
 - i. 15% Clear understanding of and willingness to execute on the principles
 - ii. 20% Prior experience consulting on hotel redevelopment strategy
 - iii. 20% Prior experience identifying and securing flags for proposed hotels
 - iv. 20% Prior experience providing ongoing hotel asset management services
 - v. 15% Approach, calendar, quality of team and consultants
 - vi. 10% Cost



CITY OF TOPEKA

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ADDENDUM NO. I

Bid Event: **Event 2830 Hotel Asset Manager Request for Proposals**

Closing Date: July 19, 2023 2:00 p.m. Central Time

Addendum Date: June 27, 2023

Conditions of Addendum:

Bidders are instructed to read and to note the following described changes, corrections, clarifications, additions, deletions, and approvals for the bid documents.

Addendum No. I is part of the bid and documents and shall govern the performance of work. This addendum consists of 1 page and 0 attachments.

This addendum is issued for the following purposes:

Section **IV. RESPONSE COMPONENTS** within the “Event 2830 Hotel Asset Manager Request for Proposals.pdf” document within the attachment section of the RFP bid event has been modified to include the following requirement:

IV. RESPONSE COMPONENTS

Not including the cover page or table of contents page, proposals shall be no more than 35 pages. Font size shall be no smaller than size 11 font and page sizing shall be of 8 ½ inches by 11 inches, with 1 inch margins.

Contractor Signature: _____

Date: _____ Title: _____

BIDDERS ARE REQUIRED TO ACKNOWLEDGE ONE COPY OF THIS ADDENDUM BY SIGNING ABOVE WHERE INDICATED AND ONE SIGNED COPY MUST BE UPLOADED WITH YOUR BID.