

CITY OF WESTMINSTER CALIFORNIA



REQUEST FOR PROPOSAL (RFP)

**VENUE OPERATOR(S) FOR THE
WESTMINSTER ROSE CENTER THEATER
AND BANQUET FACILITY - A MULTICULTURAL CENTER -
PREPARED IN THE OFFICE OF THE CITY MANAGER
April 9, 2026**

Proposals Due Deadline: Thursday, May 7, 2026 at 5 p.m.

Contact: Shaunna Hunter
City of Westminster | City Administration
8200 Westminster Boulevard
Westminster, CA 92683
(714) 548-3172
shunter@westminster-ca.gov

NOTICE INVITING PROPOSALS

NOTICE IS HEREBY GIVEN that the City of Westminster is soliciting Proposals from qualified venue operator(s) for the Westminster Rose Center theater and banquet facility - a multicultural center for the City of Westminster.

Responses to this Request for Proposal (RFP) will be accepted until Thursday, May 7, 2026 at 5 p.m. Proposals received after this date/time will not be considered. It is the responsibility of the Respondent to ensure that the proposal has sufficient time to be received by the City of Westminster prior to this due date and time. Interviews may take place later, at the city's discretion.

The City of Westminster reserves the right to make changes to the schedule below, but plans to adhere to the implementation of this RFP process as follows:

Request for Proposal (RFP) Release	Thursday, April 9, 2026
Mandatory Pre-Proposal Site Tour at 14140 All American Way, Westminster, CA 92683	Tuesday, April 14, 2026 at 10 a.m.
Deadline for Written Questions and Requests	Thursday, April 16, 2026 at 12 p.m.
Responses and Addenda Issued if Necessary	Friday, April 17, 2026 at 12 p.m.
Deadline to schedule Virtual Pre-Proposal Site Tour	Tuesday, April 21, 2026 at 12 p.m.
Deadline to conduct Virtual Pre-Proposal Site Tour	Tuesday, April 28, 2026 at 5 p.m.
Proposals Due	Thursday, May 7, 2026 at 5 p.m.
Proposers Interviews	Week of May 26-29, 2026 by appointment
Negotiations	May 29-June 11, 2026
Contract submitted to City Council for Approval	June 24, 2026
Professional Services Contract Executed	To be determined

Table of Contents

Introduction.....	3
Background	4
City Vision and Key Objectives	5
Scope of Services	5
Proposal Considerations	8
Proposal and Submission Requirements	9
Evaluation Criteria	15
Selection Process.....	17
Timeline (Tentative Schedule).....	19
Other Terms and Conditions	20
Attachments	24

Introduction

The City of Westminster (“City”) is seeking proposals from qualified and experienced venue management firms to serve as a Venue Operator (“Operator”) for the Westminster Rose Center complex (performing arts theater and banquet facility). The venue will operate as a multicultural center for public enjoyment.

The selected Operator would oversee all aspects of the Westminster Rose Center including operations/engineering, food service (either self-operation or contracted), booking/programming, merchandising, ticketing, technology, security, parking, maintenance, sales, marketing, and promotions. Depending on proposals submitted, one or more Operators may be selected to manage components of the facility in part or whole.

The selected Operator shall professionally manage the facility, in part or the whole, to increase utilization, expand culturally diverse programming reflective of Westminster’s community, progress toward financial sustainability, and operate in alignment with the City’s public mission and values.

The start date for the contract management firm is anticipated to be October 1, 2026. The City of Westminster’s fiscal year is July 1 through June 30. The City anticipates entering into a five (5)-year initial agreement with four (4) additional five (5)-year renewal options, subject to performance and City Council approval.

Background

Westminster, California

The City of Westminster is a vibrant and diverse community with a rich history and blend of residents, businesses, and tourists from many cultures and backgrounds. Located in northwest Orange County, Westminster occupies 10.2 square miles and is surrounded by some of Southern California's key attractions, beaches, cultural amenities, and entertainment venues. Incorporated in 1957, Westminster is home to over 93,000 residents that descend from diverse cultural backgrounds. The city boasts the nation's largest concentration of Vietnamese Americans per capita and is home to "Little Saigon," a cultural jewel which offers visitors an authentic experience.

Rose Center, 2006-2025

Built in 2006, the Rose Center was thoughtfully designed to increase community access to high-quality performance arts and diverse cultural experiences, while providing a venue for corporate networking, meetings, holiday gatherings, quinceañeras, and weddings.

The Westminster Rose Center will operate as a multicultural center for public enjoyment and is part of a lively civic core that includes City Hall, Westminster Senior Center, Orange County Public Library, West Orange County Municipal Courthouse, Coastline Community College, and Sid Goldstein Freedom Park and Vietnam War Memorial. Ample parking is available in the City's parking structure, directly across the street from the Rose Center.

The Westminster Multicultural Center is comprised of:

Performing Arts Theater Complex - A modern 17,286-square-foot venue

- Tiered seating configuration ensuring all attendees have an unimpaired view
- 398-seat venue with ADA Accessible seating
- Backstage private dressing rooms
- The theater is equipped with full theatrical lighting and audio systems
 - All loose items (e.g. lighting fixtures, speakers, mics, and sound consoles currently belong to the current operator)
- The theater complex is currently managed by an operator whose contract will be terminated by or before the City's current fiscal year or by the beginning of the selected operator's contract start date.

Lobby - A 5,823-square-foot lobby

- Art gallery
- ADA Accessible restrooms
- Portable concession bars
- Bridal suite
- Venue management offices
- Box office and counter window

Banquet Facility - A 10,721-square-foot banquet room and kitchen

- A 6,300-square-foot ballroom that can be subdivided into three separate rooms which can accommodate parties of 50 to 500
- Outdoor patio that can accommodate gatherings, ceremonies, and photo shoots
- Each room has an in-ceiling speaker system and audiovisual amenities
- Catering office and event staff dressing rooms
- A 1,582-square-foot commercial kitchen
- Separate scullery room
 - 333-square-foot dry storage
 - 275-square-foot walk-in refrigerator
 - 106-square-foot freezer

The banquet facility is currently not managed by an operator.

City Vision and Key Objectives

1. Financial Stewardship

The City's objective is to achieve eventual 100% cost recovery of defined operating costs including utilities, routine maintenance, insurance, the operator's management fee, and capital reserve contributions funded by a facility fee.

2. Utilization Growth

The City has established a target of achieving at least 60% facility utilization by Year 5 of the initial term with incremental annual growth.

3. Cultural Representation

The Operator shall implement a diversity tracking framework and provide quarterly and annual reports reflecting cultural and ethnic representation within programming and user groups.

4. Community Access

Local nonprofit, civic, and business organizations shall receive discounted rental rates. The Operator shall implement a volunteer usher training program and community ambassador initiative.

5. Performance-Based Renewals

Renewals shall be subject to performance evaluation including financial benchmarks, utilization growth, diversity metrics, and overall operational performance.

Scope of Services

Proposers may elect to submit professional management proposals for either the Performing Arts Theater Complex or the Banquet Facility or for the entire Westminster Multicultural Center. Preference will be given to proposers proposing on the entire Multicultural Center.

The selected Operator is expected to professionally and cost-effectively manage all aspects of space operations. This includes landscaping, custodial and maintenance services, security, bookings, marketing, event services (setup and teardown), scheduling, promotions, sponsorships, catering and concessions, ticketing, financial and administrative functions, human resources, and contracting.

Expectations of the professional management operator will include, but are not limited to:

1. Day-to-Day Management and Operation: Ensure that the managed facilities are kept clean, safe and sanitary and maintained in good working order.
 - a. Maintain and preserve the facility in good order and condition, performing all routine repairs and preventative maintenance necessary to keep the managed facilities' fixtures, furniture, furnishings and equipment in clean and working order.
 - b. Provide all non-fixed materials and equipment necessary to conduct successful operations.
 - c. Replace all loose and permanent event and hospitality equipment in applicable managed facilities when the items become inoperable or beyond reasonable repair.
 - d. Provide, or cause to be provided, all incidental services required in connection with the facility or its events, including promotional activities, premium seating and sponsorship sales, food service (catering and concessions, including alcohol sales), ticket related services and other such services.
 - e. Staff the managed facilities, including selection, hiring, training, firing, and supervision of all personnel and subcontractors, including full and part-time staff as well as volunteers.
 - f. Staff may be outsourced to a third party with City approval and adequate insurance coverage when appropriate.
 - g. Develop and publish standard operating procedures, including employee handbooks and other best practices.
 - h. Adhere to all safety policies established by the City, County, Occupational Safety and Health Administration (OSHA), and any other relevant government agency.
 - i. Manage and produce all appropriate Facility Rental/Usage Agreements with third parties, maintaining separate rate structure for commercial and non-profit, and user groups with verified city residency status.
 - j. Manage all box office and ticketing functions.
 - k. Coordinate with the City on any shared services (e.g. janitorial, maintenance, and repairs services) to support the Center's operations.

2. Cultural Arts and Entertainment Programming: Responsible for developing, curating, and implementing a robust cultural arts and entertainment programming strategy for the managed facilities.
 - a. Presenting Engagements

Secure, contract, and present professional touring productions, concerts, theatrical performances, family programming, and other live entertainment events that align with the Center's mission, market demand, and financial objectives.

- b. Co-Productions
 - Identify and enter into production partnerships with artists, producers, resident companies, and community organizations to develop original or collaborative programming, including shared financial risk and revenue participation where appropriate.
 - c. Community-Based Programming
 - Develop and deliver community events in coordination with other City departments, including cultural celebrations, civic events, festivals, educational programs, and multidisciplinary arts initiatives that advance public access and community engagement and are hosted at the Center.
 - d. Visual Arts Exhibitions
 - Curate, schedule, and manage rotating visual art exhibitions within the Center's lobby gallery and public spaces.
 - e. The Operator shall prepare an annual programming plan for the Cultural Arts Commission and the Westminster City Council to review, including target event mix, financial projections, community engagement objectives, and diversity of offerings. Programming efforts shall balance financial sustainability with cultural enrichment, community inclusion, and alignment with the City's strategic goals for the Center.
3. Sales and Marketing/Promotion: Deliver robust sales; market, book and schedule activities for the managed facilities. The result will involve booking a mix of events, including local arts and nonprofit groups, touring entertainment events/shows, small conferences and tradeshow, meetings, galas, and community-oriented events.
- a. Rental Sales and Event Booking
 - Actively market the facility and secure rental bookings for a wide range of events, including live performances, meetings, conferences, banquets, corporate functions, nonprofit gatherings, and private social events. To maximize facility use and revenue generation, the Operator shall implement a comprehensive sales approach that includes a formal event sales plan, pipeline tracking tools, standardized rental policies, and clearly defined booking procedures designed to support efficient scheduling and consistent calendar utilization.
 - b. Sponsorship and Partnership Development
 - Pursue and secure a range of revenue-generating partnerships, including programming sponsorships, facility sponsorships, naming-rights opportunities (subject to City approval), and other strategic collaborations that strengthen the venue's financial stability and community partnerships. The Operator shall

establish sponsorship packages, develop appropriate pricing frameworks, and set annual sponsorship revenue goals for review and approval by the City.

c. Marketing Events

Design and implement coordinated marketing initiatives for all public-facing events held at the Center, including presenting engagements, co-produced programming, and applicable rental events. Marketing efforts shall encompass website, digital outreach, social media promotion, email communications, media relations, advertising placement, brand management, and the use of performance metrics to evaluate campaign effectiveness and audience engagement.

d. Venue Brand Reintroduction Campaign

Develop and implement a dedicated brand-awareness campaign designed to reintroduce the Center into the marketplace. This may include refreshed messaging, visual identity alignment (as approved by the City), public relations initiatives, stakeholder outreach, and strategic partnerships aimed at repositioning the Center as a premier regional cultural and event destination.

e. Proactive Community Engagement and Audience Development

Establish consistent outreach efforts to residents, businesses, nonprofit organizations, schools, and civic groups to build trust, strengthen community relationships, and grow diverse audience segments. Efforts shall include attendance at community meetings, collaboration with business associations, targeted audience development strategies, and measurable engagement objectives.

Proposal Considerations

Operator Contract Administration: The City intends to provide structured input on performance, strategic alignment, marketing, sponsorships, and community engagement while preserving the operator's day-to-day management authority.

Required Annual Financial Reporting: The Operator will be required to present an annual financial audit and budget to the City Council, City Manager, Finance Director, or their designee. Report will coincide with the annual City Council presentation.

Required Semiannual Reporting: The Operator will be required to present semiannual booking reports identifying dates of use, types of use in each category (Commercial, Non-Profit, Public Benefit, Resident, Non-Resident) to the City Manager or their designee. During these reporting periods, the Operator will also present customer satisfaction scoring summaries and feedback responses from regularly sent customer/ticket buyer surveys.

Term: Five (5)-year initial term, commencing 90 days after the execution date of the agreement, with four (4) five (5)-year renewals.

City Usage of the Facility: The City reserves the right to use the facility without cost up to a mutually agreed to amount of dates for city ceremonial and celebratory functions annually. The City usage will be scheduled with Operator two months in advance and the City may elect to use alternate caterers and service providers in accordance with the city's needs. The City will utilize city equipment and will provide staffing adequate for these events. The City will pay the direct costs for services associated with the event at the Center.

School District Usage of the Facility: The school district usage of the facility will be in accordance with the established rate schedule for non-profit organizations.

Fee Waivers: The City reserves the exclusive right to waive fees for user groups as determined by City Council approval and will be limited to a mutually agreeable number of uses allocated as Public Benefit Events. The Operator will not waive fees for any user groups without authorization from the City.

Parking: Public Parking is available for purchase in adjacent parking structure and parking lot in the Civic Center Complex. The parking fee will not be waived except by City Council. The current rates are \$2 per hour or \$8 for all day parking. Overnight parking is not available.

Alcohol Permitting: The City expects the selected Operator to assume full responsibility for the management, sales, and regulatory compliance of all alcoholic beverages within the Center. This may include holding and maintaining the appropriate Alcohol Beverage Control (ABC) license, supervising contracted food and beverage partners operating under temporary permits, and coordinating with the City's permitting office to secure and manage event-specific alcohol permits. The Operator shall ensure all alcohol service complies with applicable laws, maintains industry best practices, and upholds the City's standards for safety and responsible service.

Proposal and Submission Requirements

Responses should be prepared simply, providing a straightforward and concise description of the responder's experience and qualifications related to the operation and management of the complex. At a minimum, the following information should be included in the response to this RFP.

In order to ensure a uniform review process and to obtain the maximum degree of comparability, the submissions in response to this RFP must be organized in the following manner (Note: any page indications are single-spaced, single-sided, no smaller than 12-point font except for image captions):

1. Cover Letter
 - a. A letter of introduction, approximately one (1) page in length, including the name, address, and telephone number of the person(s) to contact who will be authorized to represent your firm. This letter shall be signed by an officer of the bidding firm authorized to bind the firm to all commitments made in the proposal.
 - b. Include the name of proposer's firm/entity, address, telephone number, name of contact person, and the title of the RFP.
 - c. Provide a description of the proposing entity's current legal status (e.g. Corporation, Partnership, Sole Proprietor, Joint Venture, etc.)

- d. Provide the proposing entity's current Federal Employer Identification Number and State Tax ID number.
 - e. Identify if the submitted proposal is for management of the Performing Arts Theater Complex or the Banquet Facilities or the entire Multicultural Center.
 - f. Affirm the proposer attended the Pre-proposal Site Tour and the name and title of attendee.
2. Firm Background and Qualifications
- a. Provide an overview of your organization, including its legal structure, key executives, and overall organizational framework. Proposals must clearly differentiate between the experience and qualifications of the proposing entity and those of any parent company, predecessor organization, or wholly or partially owned subsidiary.
 - b. Describe the location of your firm's offices and operational resources relative to the City's offices and facilities.
 - c. Submit financial statements covering the most recent three (3) years of operations. Audited or certified statements are preferred but not mandatory. If the proposal is submitted as a Joint Venture, include a copy of the Joint Venture agreement and financial information for each participating entity.
 - d. Provide a comprehensive summary of your organization's facility management experience during the past five (5) years. This should include the types of venues managed, services performed, and examples of operational approaches that have produced successful outcomes.
 - e. Share examples that demonstrate innovative strategies related to event booking, revenue development, and operational cost efficiencies. If your organization has been in existence for fewer than five years, describe the relevant professional experience of your senior leadership team.
 - f. Provide a list of facilities owned by public entities that your organization currently manages or has managed which include conference centers, event venues, and/or performing arts centers.
 - g. Provide a list of additional conference centers and performing arts venues where your firm delivers full-service management, including the facility name, location, and seating or event capacity.
 - h. Identify any management or operational contracts held by your organization that have been terminated within the past 10 years and briefly explain the circumstances surrounding those terminations.
 - i. If applicable, describe your experience assuming management of a venue or facility where another private operator previously held the contract. Discuss the transition process, key challenges encountered, and how your organization ensured a successful operational changeover.
 - j. Describe your familiarity with the Long Beach–Irvine regional market, including any relevant experience, partnerships, or operational insights related to this geographic area.

3. Programming and Marketing Plan

- a. Provide a narrative describing the proposer's overall programming vision, including the anticipated mix of events such as presenting engagements, co-productions, community programming, and visual arts exhibitions. The narrative should also explain the approach to securing programming and coordinating with relevant City departments.
- b. Submit an illustrative first-year programming schedule or sample lineup that demonstrates the proposed range of events, anticipated facility utilization levels, diversity and inclusion objectives, and key performance indicators.
- c. Provide a detailed marketing strategy outlining the communication channels to be utilized, methods for audience segmentation, campaign development and deployment, and standards for maintaining consistent brand identity.
- d. Describe the tools and methodologies used to measure marketing effectiveness, including analytics platforms and performance tracking, along with examples of comparable marketing campaigns conducted for similar facilities.
- e. Outline the strategy for reintroducing and positioning the Center within the regional marketplace. This should include core messaging, the venue's value proposition, and the proposed public relations approach.
- f. Provide a proposed rollout schedule that identifies key implementation phases, major milestones, and measurable goals related to brand awareness and market visibility.
- g. Describe the approach to identifying, developing, and securing sponsorships related to programming and venue branding, including strategies for cultivating partnerships.
- h. Identify anticipated annual sponsorship revenue goals and provide examples of comparable sponsorship initiatives your organization has successfully implemented.
- i. Describe strategies for broadening and diversifying audience participation, including targeted outreach efforts directed toward residents, local businesses, educational institutions, and community organizations.
- j. Define the metrics that will be used to measure audience growth and engagement, along with the reporting processes that will be used to track and communicate results.

4. Community Engagement Plan

- a. Narrative describing the proposer's overall community engagement philosophy and strategy for building trust, transparency, and long-term relationships within the community.
- b. Identification of key stakeholder groups (e.g., residents, cultural organizations, schools, businesses, nonprofits) and proposed outreach methods.
- c. Description of planned engagement activities, including meetings, listening sessions, partnerships, and collaborative initiatives.
- d. Outline of feedback mechanisms to inform programming and operations (e.g., surveys, advisory input, public forums).

- e. Defined engagement goals, measurable performance metrics, and reporting structure to the City.
- f. Examples of comparable community engagement programs successfully implemented at similar facilities.

5. Management Plan

- a. Submit a proposed organizational structure for the management of the Center, including full-time personnel, regularly scheduled part-time staff, contracted service providers, and any supporting roles at both the local and corporate levels. Identify key management personnel proposed for the project and include resumes and relevant qualifications.
- b. Describe the proposed reporting relationships between on-site facility management, your organization's corporate leadership, and the City.
- c. Provide examples of the operational and financial reporting formats your organization uses to communicate performance and accountability to governmental clients.
- d. Describe the roles and responsibilities of personnel assigned to ensure the facility is maintained in accordance with recognized industry standards, including oversight of maintenance, repairs, and the overall physical condition of the Multicultural Center.
- e. Explain your approach to procuring and overseeing third-party service providers, including the types of services anticipated and where they would be utilized within the Center. Identify any affiliated companies that your organization may recommend for consideration on this project.
- f. Describe your organization's policies and procedures related to risk management, safety, and security for guests, staff, and facility users. Include protocols for incident reporting, documentation, and emergency preparedness.
- g. Outline the cybersecurity safeguards your organization employs to protect operational systems and data from threats such as malware, phishing attempts, denial-of-service attacks, insider risks, and other cyber vulnerabilities.
- h. Provide an overview of your staff training and professional development programs, including relevant certifications, continuing education opportunities, and the frequency of training for frontline staff as well as specialized departmental roles.

6. Financial Plan

- a. Provide a summary describing your organization's strategy for controlling operating costs while maximizing revenue generation and overall financial performance.
- b. While the City will retain financial responsibility for capital improvements and final approval authority, describe your firm's role in identifying potential capital projects, establishing priorities, providing justification for recommended improvements, and, where appropriate, suggesting potential funding sources or financing strategies.
- c. Disclose any costs, payments, rebates, or other forms of compensation your organization would receive under the proposed agreement beyond the stated

management fee structure (including base or incentive fees), whether such compensation would originate from the City, vendors, or other third parties.

- d. Submit a preliminary operating budget for the startup and transition year covering the fiscal period from July 1, 2026 through June 30, 2027. The budget should present detailed revenue and expense line items and clearly document the assumptions used to develop the projections. Any management fees payable to your organization, including base, incentive, or other fees—must be clearly identified.
- e. Provide a preliminary multi-year operating pro forma covering the subsequent four (4) fiscal years of stabilized operations, beginning July 1, 2027 and concluding June 30, 2031. The projections should reflect anticipated revenues, expenses, and underlying financial assumptions for the facility during normal operations.

7. Fee Structure and References

a. Base Management Fee and Incentive Compensation

Under this model, the selected Operator would be compensated through a base management fee with the opportunity to earn performance-based incentive compensation for operating the Center. All operating revenues and expenses associated with the facility would remain the responsibility of, and be accounted for by, the City.

b. Alternative Compensation Structures

Additional Compensation Approaches: Proposers may present alternative compensation arrangements related to the operation of the Center for the City's consideration. Examples may include fully incentive-based compensation models or proposals involving financial participation in areas such as marketing initiatives, facility enhancements, or other investments intended to strengthen the venue's performance while reducing the City's financial exposure. Proposals should clearly describe any conditions, repayment obligations, associated fees, or incentive provisions tied to such investments. Alternative approaches may be offered in combination with a traditional fee-for-services structure.

- c. Provide three (3) client references for comparable facilities that can attest to their experience working with your organization and the quality of services delivered.

8. Implementation Timeline

Submit a proposed implementation timeline from the point of contract award to when the facility could host its first event under the new management.

Mandatory In-person Pre-Proposal Site Tour or Virtual Pre-Proposal Site

To attend the Mandatory Pre-Proposal Site Tour on April 14, 2026, please notify Shaunna Hunter via email shunter@westminster-ca.gov no later than April 13, 2026, of the names, titles, and cell phone numbers of the individual(s) who will attend.

If proposer is unable to make the in-person pre-proposal site tour a virtual tour option is available; the virtual tour must be scheduled with Shaunna Hunter by April 21, 2026 and must be attended by April 28, 2026 at 5 p.m.

Please bring a copy of the RFP with you as no additional copies will be provided at the Pre-Proposal Site Tour. The City intends to offer a tour of the Multicultural Center and present general information which may be helpful in the preparation of proposals, and to offer firms the opportunity to ask questions concerning this RFP. Any questions and answers will be provided to all proposers via an addendum to this RFP.

Written Questions and Requests

Please note that any questions about this RFP must be submitted in writing to Shaunna Hunter at shunter@westminster-ca.gov by April 16, 2026. Responses to all written questions will be issued on April 17, 2026 by 12 p.m.

Submitting Proposals

Proposers should submit five (5) copies by mail or courier. Hard copy proposals should be delivered in an envelope clearly marked "RFP: Multicultural Center." In addition, one (1) electronic copy of the proposal should be included with printed copies. All hard copy proposals should be sent to the address below by **5:00 P.M. on May 7, 2026.**

**City of Westminster
8200 Westminster Boulevard
Westminster, CA 92683
ATTN: Shaunna Hunter, Senior Management Analyst**

Any proposal received after the specified closing date will not be considered. The City reserves the right to accept, reject, and to waive any minor informalities in any offer not deemed to be in the best interest of the City or negotiate modifications to any proposal as it shall determine in its sole discretion to be in the best interest of the City. However, each proposer must provide all information as requested in order for the proposal to be considered and may be disqualified for failure to submit any required attachment/exhibit/schedule, or for submitting incomplete or nonresponsive information, exhibits, attachments or schedules. Failure to include all the items may result in a proposal being rejected.

Proposals may also be rejected for any of the following reasons: proposal is not signed; proposal does not include an executed Levine Act declaration; or proposal does not meet specifications and requirements in some material way.

Proposals by telephone, telegraph, electronic mail, or facsimile will not be accepted.

Nothing herein is intended to exclude any responsible firm or in any way restrict competition.

Evaluation Criteria

An RFP review committee will be formed to evaluate submitted proposals based on the following criteria:

- Firm experience, references, and past project samples
- Qualifications of firm personnel
- Quality of programming approach and understanding of requirements
- Budget
- Collaborative communication skills exhibited in the interview process
- Acceptable timeline for execution of services
- Experience working with ethnically diverse communities
- Experience working with similar venues
- Overall quality of the proposal

An evaluation committee will review and evaluate submittals. Evaluation of proposals will be based upon the following criteria:

SCOPE TASK	DEFINITION	MAXIMUM POINTS
Experience and Qualifications	Proposer's demonstrated experience and success managing similar venues, demonstrated ability to work with municipal or other governmental agencies. Quality of the references provided. Qualifications of key personnel involved.	15 points
Programming and Marketing Plan	Proposer's ability to deliver on the City's goals as evidenced in the proposed venue management approach, Proposer's strategies to serve as a cultural resource for the community, its ability to attract quality entertainment and other clients, and its ability to ensure the venue has a high level of utilization, providing a quality-of-life amenity for the community while pursuing the highest cost recovery possible.	20 points
Community Engagement Plan	Proposer's ability to meet the City's goals and objectives identified in this RFP. Proposer's plans for community engagement and outreach programs. Proposed partnerships with local organizations or businesses to promote usage from a diverse cross-section of users.	10 points
Management Plan	Proposals will be evaluated on the proposer's transition strategy, organizational structure, reporting and financial transparency, facility maintenance approach, third-party contract oversight, and risk, safety, and cybersecurity protocols, with emphasis on clarity, experience, and corporate support to the City.	20 points
Financial Plan	Proposer's ability to demonstrate financial sufficiency through an operating pro-forma that outlines revenue and expenses for the startup/transition year and three (3) normal operating years thereafter, revenue generating plan, and proposed budget.	20 points
Fee Structure and References	Proposer must justify any request for a compensation structure/revenue share, as well as what, if any, City investment is needed for long-term capital improvements. Proposed lease terms.	15 points

Minimum Qualifications

Qualifications will be reviewed and evaluated based on the criteria set forth in this RFP. Proposers (the entity or the individual firms that comprise a joint venture) must meet or exceed the following criteria:

1. Must be legally capable of operating within the State of California and City of Westminster.
2. Must have attended the Mandatory In-person or Virtual Pre-Proposal Site Tour.

3. Must have at least five (5) consecutive years of successful experience managing and operating public assembly facilities similar to the Westminster Multicultural Center, which have multiple venue types, preferably a performing arts facility and a conference-meeting facility.
4. It is preferred that proposers have experience in operating such a facility on behalf of a public entity, such as a City or County government, or public building authority.
5. It is acceptable that proposers possess the minimum qualifications themselves or they may rely on the qualifications of firms with whom they have merged, acquired, or have been acquired by.

Selection Process

The RFP review committee will schedule interviews and/or presentations with short-listed proposers. Based on the outcome of the review committee's evaluation of proposals, a recommendation may be submitted to the Westminster City Council for consideration of award.

An award of contract occurs when the contract is approved for execution by the Westminster City Council. The City expects, but does not guarantee, that the decision on selection of a firm will be made by the Westminster City Council on the date indicated in the Tentative Schedule below. The award will be made in writing to the responsible Operator whose proposal is determined to be the most advantageous for the City, considering all the evaluation criteria set forth.

Process

1. Short-Listing

Where there are multiple responsive proposals to the solicitation, a short-listing of two or more proposers may be made. Negotiations will begin with the selected proposers on the short-list. If there is only one responsive proposal, negotiations may proceed with a single proposer.

2. Negotiations

The City may conduct discussions (negotiations) with short-listed proposers to clarify and understand proposals and to provide responses to post-proposal opening and modifications to the solicitation specifications that are in the best interest of the City and that do not significantly change the scope or purpose of the project for which the solicitation was issued ("negotiation subjects"). During the negotiation process, short-listed proposers will be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals related to negotiation subjects for the purpose of preparing their best and final offer which may be requested and received by the City prior to the conclusion of the negotiation process. If modifications are made as a result of these discussions, they will be put in writing. Following discussions, the City may set a time and date for the best and final offers from those proposers with whom discussions were held. Proposals may be reevaluated after receiving the best and final offers.

3. Award without Discussion

The City may award the Agreement based on initial proposals received, without interviews. Therefore, each initial proposal should contain the proposer's best terms in relation to all relevant evaluation criteria.

4. Cost of Proposal

This RFP does not commit the City to pay any costs incurred by any proposer in preparation and/or submission of a proposal, or for procuring or contracting for services and items used to respond to the RFP. All costs directly or indirectly related to responding to this RFP (including all costs incurred in providing supplementary documentation) will be borne solely by the proposer.

5. Ownership of Proposals

All documents submitted in response to this RFP will become the property of the City.

6. Rejection of Proposals

Proposals may be rejected if they show any alteration of words or figures; additions not called for, conditional or uncalled-for alternate proposals, incomplete proposals, erasures, or irregularities of any kind, or contain any unbalanced values. Proposals tendered or delivered after the official time designated for receipt of proposal shall not be considered.

7. Right to Waive Irregularities

Proposals will be considered as being "irregular" if they show any omission, alterations of form, additions, or conditions not called for, unauthorized alternate proposals, or irregularities of any kind. The City reserves the right to waive minor irregularities in the proposals. This right is the sole discretion of the City.

8. Amending Proposals

A proposer may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements of a previously submitted proposal and must be clearly identified as such in the transmittal letter. The City will not merge, collate, or assemble proposal materials.

9. Withdrawal of Proposals

Proposals may be withdrawn by written notice received by the City prior to the exact hour and date specified for receipt of proposals.

10. Proposal Offer Firm

Responses to this RFP, including cost, will be considered firm for 180 days after the latter of:

- a. The due date for receipt of proposals; or
- b. The submittal date of receipt of a proposer's last, best and final offer (if requested)

11. RFP Modification

The City reserves the right to, at its sole and unqualified discretion, modify the requirements of this RFP, including extending the overall timeline.

12. RFP Termination

The City reserves the right, at its sole and unqualified discretion, to cancel this RFP at any time. The City reserves the right to reject any or all proposals submitted in response to this RFP.

Timeline (Tentative Schedule)

The timeline below shows the estimated timeline for receipt, evaluation, and award of contract. Please refer to the following dates as you move through the steps of preparing and submitting a response.

Request for Proposal (RFP) Release	Thursday, April 9, 2026
Mandatory Pre-Proposal Site Tour at 14140 All American Way, Westminster, CA 92683	Tuesday, April 14, 2026 at 10 a.m.
Deadline for Written Questions and Requests	Thursday, April 16, 2026 at 12 p.m.
Responses and Addenda Issued if Necessary	Friday, April 17, 2026 at 12 p.m.
Deadline to schedule Virtual Pre-Proposal Site Tour	Tuesday, April 21, 2026 at 12 p.m.
Deadline to conduct Virtual Pre-Proposal Site Tour	Tuesday, April 28, 2026 at 5 p.m.
Proposals Due	Thursday, May 7, 2026 at 5 p.m.
Proposers Interviews	Week of May 26-29, 2026 by appointment
Negotiations	May 29-June 11, 2026
Contract submitted to City Council for Approval	June 24, 2026
Professional Services Contract Executed	To be determined

Other Terms and Conditions

1. Insurance

a. Required Liability Insurance

In accordance with standards set forth by the Risk Manager and the City Attorney, Operator must provide approved insurance prior to contract execution and must maintain said insurance for the duration of the agreement. The limits and specifications will be set by Risk Management and must be approved by the Risk Manager annually or as needed.

b. Workers' Compensation

Such workers' compensation insurance coverage as may be required by law or deemed prudent by the Operator, including employer's liability coverage of at least \$100,000 per person per occurrence and \$100,000 per person per disease, and \$100,000 aggregate disease.

c. Commercial General Liability

Commercial general liability and property damage insurance with a combined single limit of at least \$4,000,000 insuring against all liability of the Operator and its Authorized Representatives arising out of and in connection with the Operator's use or occupancy of the Facility.

d. Professional Liability

Professional Liability Insurance with coverage limits of at least \$1,000,000. If coverage is on a "Claims Made" basis, it must include a retroactive date of coverage beginning no later than the date the management agreement is executed.

e. Liquor Liability

Liquor liability insurance with a combined single limit of \$1,000,000 and \$2,000,000 in the aggregate, provided, however, that the Operator may require the food and beverage concessionaire holding the Facility liquor license to obtain such coverage instead of Operator, in such event, Operator will require said concessionaire to name the City an additional insured.

f. Business Automobile Policy

Minimum of \$1,000,000 of coverage, including bodily injury and property damage, arising out of the operations, maintenance or use of owned and non-owned automobiles or other vehicles.

g. Crime and Fidelity Coverage

Minimum of \$1,000,000 per occurrence of coverage for (i) employee dishonesty, (ii) forgery or alteration, (iii) theft, disappearance and destruction inside and outside the Facility; and (iv) robbery and safe burglary inside and outside the Facility.

h. Cyber Liability

Cyber Liability (Network Security/Privacy Liability) Insurance with a minimum limit of \$1,000,000 per occurrence. Coverage must include (i) cloud computing and mobile devices; (ii) protection of private or confidential information, whether electronic or non-electronic; and (iii) network security and privacy. Coverage must also include liability for (i) system attacks; (ii) digital asset loss, denial, or loss of service; (iii) introduction, implantation, or spread of malicious software code (iv) security breach; and (v) unauthorized access and use. Coverage must also include all related expenses for regulatory action, notification, and credit monitoring expenses. Policy must provide coverage for media liability, including infringement of copyright, trademark, and trade dress.

2. Permits and Licensing

The successful proposer shall be responsible for determining and securing, at his/her expense, any and all licenses and permits that are required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction in any manner connected with providing operations and maintenance of the facility. Such fees shall be included in and are part of the total proposal cost.

3. City of Westminster's Operational Conditions

The chosen Operator shall:

- a. Adhere to City of Westminster's purchasing policies with provisions made to bypass the purchasing policy for expenditures due to emergencies.
- b. Allow the City of Westminster the right to approve any supervisor-level hires of Operator.
- c. City of Westminster shall have the right to secure contracts including, but not limited to electricity, other utilities, security, custodial and other shared services that may be used jointly for the Center and the City's standard operation

4. Notice Regarding Communication and Lobbying

Proposer representatives, legal counsel or anyone affiliated with the proposer are prohibited from communicating or lobbying in any other manner about this project with any employees of the current operator, City staff, other City employee, elected official, official candidate for City office, or evaluation committee member from the date of issuance of this Request for Proposal until the final award is made. Any Proposer engaging in such prohibited communications may be disqualified at the sole discretion of the City. The incumbent operator may maintain normal communications about the day-to-day operations of the Multicultural Center but will be directed to avoid discussions about this RFP process or to engage in lobbying efforts.

5. Information Designated a Trade Secret and/or Confidential and/or Proprietary

- a. All solicitation responses including all documentation and materials attached thereto or provided in connection with this solicitation submitted to the City are subject to California's public records laws which require disclosure of public records, unless exempt, if a public records request is made. Solicitation responses including all documentation and materials attached thereto or provided in connection with this solicitation (even if in a separate electronic file) submitted to the City cannot be returned. **DO NOT LIST YOUR ENTIRE SOLICITATION RESPONSE AS TRADE SECRET AND/OR CONFIDENTIAL.** The City will not consider solicitation responses if the entire response is labeled a Trade Secret and/or Confidential and/or Proprietary.
- b. If proposer believes that its solicitation response contains information that is a trade secret (as defined by California law) and/or information that is confidential and/or proprietary and therefore exempt from disclosure, then such information must be submitted in a separate electronic file and comply with the following requirements. In addition to submitting the information in a separate or electronic file, proposer must include a general description of the information designated as a trade secret and/or confidential and/or proprietary and provide reference to the California statute or other law which exempts such designated information from disclosure in the event a public records request.
- c. The City does not warrant or guarantee that information designated by proposer as a trade secret and/or confidential and/or proprietary is a trade secret and/or confidential and/or proprietary and exempt from disclosure. The City offers no opinion as to whether the reference to the California statute or other law by proposer is/are correct and/or accurate. Please be aware that the designation of information as a trade secret and/or confidential and/or proprietary may be challenged in court by any person or entity. By designation of information as a trade secret and/or confidential and/or proprietary proposer agrees to defend and indemnify the City, its employees, agents, and elected and appointed officials ("Indemnified Parties") against any and all claims, demands, and actions, whether or not a lawsuit is commenced, arising out of or in connection with proposer's

designation of information as a trade secret and/or confidential and/or proprietary and to hold harmless the Indemnified Parties for any award to a plaintiff for damages, costs and attorneys' fees, and for costs and attorney's fees (including those of the City Attorney's office) incurred by the City by reason of any claim, demand, or action arising out of or related to the proposer's designation of information as a trade secret and/or confidential and/or proprietary.

6. No Contractual Relationship

Nothing contained in this RFP shall create any contractual relationship between the proposer and the City. The City accepts no financial responsibility for cost incurred by any proposer regarding this RFP.

7. Representations

The City is not responsible for representations made by any of its officers or employees prior to the execution of an agreement unless such understanding or representation is included in the agreement.

8. Public Records Act

- a. Responses to this RFP will become the exclusive property of the City. At such time as when an Operator or Operators are recommended to the City Council, and such recommendation appears on the Council agenda, all Proposals submitted in response to this RFP become a matter of public record, with the exception of those parts of each Proposal which are justifiably defined and identified by the proposer as financial, business or trade secrets, and plainly marked as "Trade Secret," "Confidential," or "Proprietary."
- b. The City will not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. A blanket statement of confidentiality or the marking of each page of the Proposal as confidential will not be deemed sufficient notice of exception. The proposer must specifically label only those provisions of their respective Proposal which are "Trade Secrets," "Confidential," or "Proprietary" in nature.

9. Influence

No City employee, officer, or elected official whose position in the City enables them to influence the selection of an Operator for this RFP, or any competing RFP, nor any spouse or economic dependent of such employees, officers or elected officials, will be employed in any capacity by a proposer or have any other direct or indirect financial interest in the selection of an Operator. Proposer must certify that they are aware of the Levine Act and provide the disclosures as required in Attachment BF .

- a. A proposer must not offer or give either directly or through an intermediary, consideration, in any form, to a City elected official, officer, employee, or agent for the purpose of securing favorable treatment with respect to the award of the RFP.
- b. A proposer must immediately report any attempt by a City elected official, officer, employee, or agent to solicit such improper consideration. The report must be made to the City Manager. Failure to report such a solicitation may result in the proposer's submission being eliminated from consideration.
- c. Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

Attachments

- A. Venue Specifications Document and Floor Plans
- B. Levine Act Disclosure
- C. Historical Operations and Financial Reference Documents
 - i. Prior Management Agreement with addendums/extensions
 - ii. Current fiscal year operating budget
 - iii. TheatreDNA Operational Study and Recommendations Staff Report