



REQUEST FOR PROPOSALS

Rhode Island Convention Center, Amica Mutual Pavilion &
Innovation District Garage
Management and Operations

Issued By: Rhode Island Convention Center Authority

Facilitator: Daniel McConaghy
Executive Director
RI Convention Center Authority
One LaSalle Square, Providence , RI 02903

Proposal Due Date: February 16, 2024, by 2:00 PM Local time



Request for Proposals

Management and Operation of
Rhode Island Convention Center,
Amica Mutual Pavilion &
Innovation District Garage
Providence, RI

Issue Date: October 10, 2023
Issued By: RI Convention Center Authority

Deadline for Submittal:
February 16, 2024, 2:00 PM Local Time

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Request for Proposals**Management of RI Convention Center, AMP & Innovation District Garage**

I. Introduction

The Rhode Island Convention Center Authority (Authority) is seeking proposals from qualified firms for management of the Authority's convention, and sports and entertainment complex, consisting of the Rhode Island Convention Center and its North and South garages, the Amica Mutual Pavilion, and the Innovation District Garage (hereafter collectively referred to as the "Complex"), all located in downtown Providence, Rhode Island. Management would oversee all aspects of the Complex including operations/engineering, booking/programming, ticketing, technology, security, parking, maintenance, sales & marketing, promotions & advertising, and concessions & banquet services at the Convention Center (the Amica Mutual Pavilion's food & beverage is managed by SportsService, LLC and is not part of this scope). The start date for the management firm is anticipated to be July 1, 2024 (the Authority's fiscal year is July 1 through June 30). Currently, ASM Global is the manager and operator of the Complex.

This Request for Proposals (RFP) requests proposals for consolidated services only. That is, respondents must agree to provide all of the requested services. However, the Authority will consider a respondent's use of affiliated companies, joint ventures, or subcontractors to provide consolidated services.

The Authority is a public corporation of the State of Rhode Island, having a distinct legal existence from the state and does not constitute a department of state government. It is governed by an independent board of eleven commissioners, with its day-to-day operations overseen by its Executive Director. It owns and operates the Complex.

The Rhode Island Convention Center (Convention Center) is a 167,000+ square foot meeting and event center that opened in 1993. The Center includes 37,000 sq. feet of meeting space, a 100,000 sq. foot exhibit hall, 20,000 sq. foot ballroom, and 30,000 sq. feet of pre-function space, plus 2 garages with approximately 2,400 spaces. For a fuller description see <http://www.riconvention.com/>

The Amica Mutual Pavilion (AMP) is a 14,000-seat multi-purpose arena that hosts a wide variety of live sports and entertainment events, including the Providence Bruins of the American Hockey League and the Providence College Men's Basketball Team of the Big East Conference. For a fuller description see <https://www.amicamutualpavilion.com/>

The Innovation District Garage is a 1,250-space parking structure located in the heart of the city serving the Innovation District and the businesses, residents, and visitors of the Downtown Providence community.

This RFP is being distributed by the Authority and the new management agreement will be between the successful proposer and the Authority.

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Firms responding to this RFP must be prepared to undertake in the most efficient manner possible, all aspects of management, marketing, and operations of the Complex, leveraging the economic development investment made by the State/Authority in the Complex. Respondents to this RFP are expected to meet or exceed the minimum qualifications set forth in this RFP.

II. Proposal Process and Schedule**A. Timeline**

- | | |
|--|--|
| 1. RFP Issued: | October 10, 2023 |
| 2. <u>Mandatory</u> Pre-Proposal Tour: | November 1, 2023
2:00 PM-4:00 PM local time |
| 3. <u>Mandatory</u> Notice of Intent to Submit: | November 15, 2023
5:00 PM local time |
| 4. Due diligence and Q&A period: | November 15, 2023-
January 15, 2024 |
| 5. Proposals due: | February 16, 2024
2:00 PM local time |
| 6. Oral Presentations (subject to change): | March 1, 2024 |
| 7. Bid Award (subject to change): | March 28, 2024 |
| 8. Contract negotiations begin: | April 1, 2024 |
| 9. Contract start date: | July 1, 2024 |

To attend the Pre-Proposal Tour, please notify Daniel McConaghy, Executive Director of the Authority, via email (daniel.mcconaghy@riccauth.com) no later than 2:00 pm local time on October 27, 2023, of the names, titles, and cell phone numbers of individual(s) who will attend. No firm (including their subsidiaries) may have more than four (4) representatives present at the Pre-Proposal Tour.

Please bring a copy of this RFP with you as no additional copies will be provided on the Pre-Proposal Tour. The Authority intends to offer a tour of the Complex 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.

The Authority reserves the right to provide any addenda to this RFP, provided that no addenda will be issued after January 15, 2024.

No later than November 15, 2023, by 5:00pm local time, please submit a Notice of Intent to Submit to Daniel McConaghy attesting to the fact that your firm fully expects to submit a proposal in response to this RFP. You should email Executive Director McConaghy this notice and follow up with a phone call to ensure it was received. In the subject line of the email, please type "Management RFP Notice of Intent."

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The format and duration of oral presentation will be determined later, and the Authority reserves the right to dispense with presentations and directly negotiate with a selected proposer

B. Questions

All questions shall be received no later than 5:00 pm local time on January 15, 2024, in writing (via mail/postal service or by email) to:

Daniel McConaghy, Executive Director
Rhode Island Convention Center Authority
One LaSalle Square
Providence, RI 02903
daniel.mcconaghy@riccauth.com
Tel (401) 351-4295

Any questions, answers, and any addendum to this RFP will be available to all proposers per the timeline in A. 4. above by being periodically posted on the Authority's website at <https://www.riconvention.com/about-ricca/financials-rfps>

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 Complex employee, ASM Global employee, Authority Board Member or staff, other State of Rhode Island employee, elected official, or evaluation committee member from the date of issuance of this Request for Proposals until the final award is made. The incumbent operator may maintain normal communications about the day-to-day operations of the Complex but will be directed to avoid discussions about this RFP process. Also, any other proposers who currently offer services or otherwise conduct business in the Providence area should continue to do so, but any discussions about this RFP or management of the Complex should not occur.

C. Proposal Delivery

Responses to this RFP are due by 2:00 pm local time on February 16, 2024, to:

Daniel McConaghy, Executive Director
Rhode Island Convention Center Authority
One LaSalle Square
Providence, RI 02903

In a sealed package with "*Submittal for Management of RI Convention Center, AMP, Innovation District Garage*" clearly visible on the exterior, proposer shall submit one (1) signed original and four (4) exact copies, all printed and bound, as well as one (1) copy (PDF format) on a USB drive.

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The Authority reserves the right to accept, reject, and to waive any minor informalities in any proposal when deemed to be in the best interest of the Authority or to negotiate modifications to any proposal as it shall determine in its sole discretion to be in its best interest. However, each proposer must provide all information as requested 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 non-collusion affidavit; or proposal does not meet specifications and requirements in some material way.

The Authority assumes no responsibility and is not responsible for the failure of proposals to be received by 2:00 PM local time on February 16, 2024. It is neither the Authority's responsibility nor obligation to acknowledge receipt of any proposal because of the Request for Proposal process.

At the time of submission, proposers will only be notified of those who have submitted. No other information contained within the proposals will be shared at that time.

D. Cost of proposal

This RFP does not commit the Authority 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.

E. Ownership of Proposals

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

F. 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 proposals shall not be considered.**

G. 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 Authority reserves the right to waive minor irregularities in the proposals. This right is at the sole discretion of the Authority.

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H. Amending of 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 Authority will not merge, collate, or assemble proposal materials

I. Withdrawal of Proposals

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

J. Proposal Offer Firm

Responses to this RFP, including cost, will be considered firm for three hundred sixty-five (365) days after the latter of:

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

K. RFP Modification

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

L. RFP Termination

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

M. Consideration of Proposals

Discussions may be conducted with a responsible proposer capable of being selected for the award for the purpose of clarification. Until award of the contract is made by the Authority, the right will be reserved to reject any or all proposals, to re-advertise for new proposals, or to proceed with the work in any manner as may be considered in the best interest of the Authority.

III. 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:

- Must be legally capable of operating within the State of Rhode Island and City of Providence at the time of entry into a contract with the Authority.

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- Must have at least ten (10) consecutive years of successful experience managing and operating public assembly facilities like the Convention Center, the AMP, and the Innovation District Garage.
- Must have experience in operating such facilities on behalf of a public entity, such as a state, city, county government, or public building authority.
- It is acceptable that proposers possess the requisite minimum qualifications themselves or they may rely on the qualifications of firms with whom they have merged or acquired or have been acquired by, or joint ventured with, or subcontract with.

IV. Scope of Services

It is the desire of the Authority that the successful proposer leverage the economic development investment made by the State and the Authority in the Complex. Specific services and expectations of the professional management operator will include, but not be limited to the following:

- **Day-to-Day Management and Operation** – ensure that the facilities are kept clean, safe, and sanitary and maintained in good working order. Conduct repairs as necessary, certifying that work is compliant with, and when possible, exceeds State and Federal regulations. Provide, or cause to be provided, all incidental services required in connection with the facilities or their events, including promotional activities, and sponsorship sales, ticket related services and other such services. Ensure the grounds and parking garages are properly maintained and are free of debris, snow, and ice. Maintain an adequate staff of courteous and efficient employees at the facilities and provide appropriate supervision of such employees.
- **Sales, Marketing, Booking, Scheduling** – working in collaboration with the Providence Warwick Convention Visitors Bureau in relationship to the Convention Center and other partners in relationship to the three venues and in adherence to the respective facility's formal booking policy, deliver robust sales, marketing, booking and scheduling activities for the Complex. The result of which will involve booking a mix of events, including tenant games/practices, touring entertainment events/shows, other sporting events, conventions, conferences, tradeshow, meetings, and community-oriented events.

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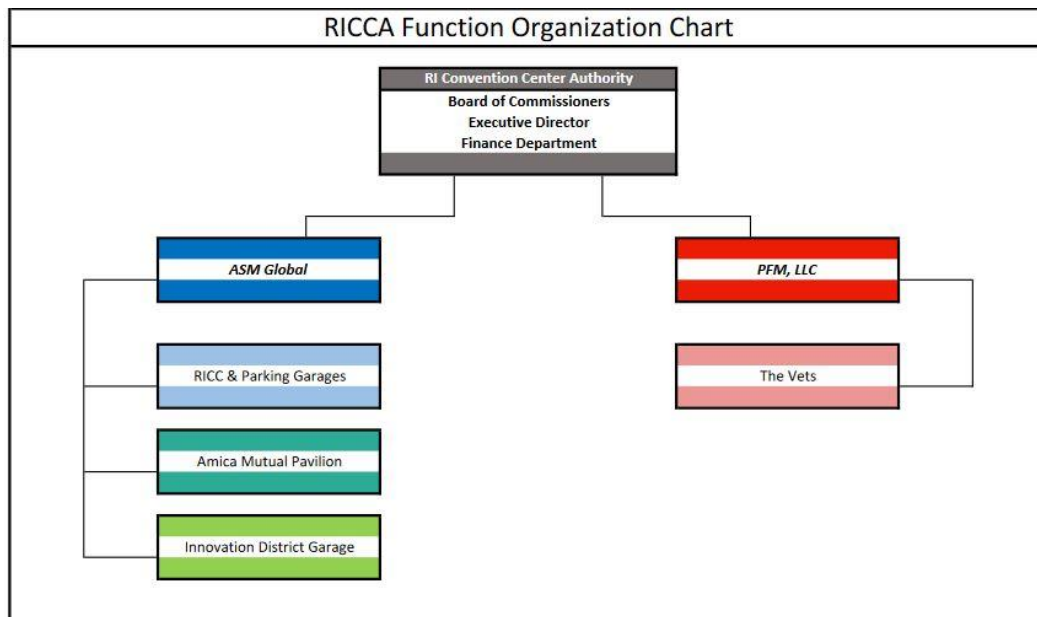
- **Report Preparation** – In partnership with the Authority, collect all revenues generated through the operation of the Complex and document and spend all monies necessary for the proper management, operation, maintenance, and supervision of the Complex. Prepare and submit monthly operating, maintenance, management, and other such reports as required by the Authority.
- **Annual Plan** – develop annual plans and operational budgets for the Authority which have defined performance measures. Comply with the spending limitations imposed by such plans and budgets.
- **Contract Administration** – administer all utility and other contracts required in the ordinary course of business in operating the Complex, and if necessary or requested by the Authority, participate in the solicitation of, and negotiations with, competing service providers. **The operator must comply with State and Authority procurement policy and procedures.**
- **Advise** – provide such advice and assistance in relation to the operation, management, maintenance, and supervision of the Complex as the Authority may require including, but not limited to, recommending potential changes to sources of revenue, partnerships, prices and policies and other such practices that could potentially add to the financial success of the Complex.
- **Client Communications** - respond in a timely manner to reasonable requests from the Authority and its agents or counsel.
- **Food & Beverage Services** – capable of providing a full range of comprehensive food service management for the Convention Center. The selected proposer shall be the exclusive provider of all food and beverage services at the Convention Center. Food and beverage services shall include banquet operations, concessions operations and all special event services not otherwise specifically excluded. The selected proposer shall also manage the Authority's interest and direct all Authority Contracted Retail Foodlicensees who may bring specific branded, thematic, or other specialty food and beverage services to the Convention Center.
- **Ticketing Revenue Rebate** -negotiate and provide a rebate revenue comparable or better to the existing rebate structure. Rebate information to be provided upon request.
- **Existing Agreements & Partnerships** – working in collaboration with existing clients and partnerships such as the Providence Warwick Convention Visitors Bureau for marketing, Providence Sports + Entertainment (PSE) for suites sales, marketing & advertising, Providence College for men's basketball, Delaware North (SportService) for food and

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beverage at the AMP, and all collective bargaining agreements for specific labor. All agreements will be made available for review upon notice of intent to submit.

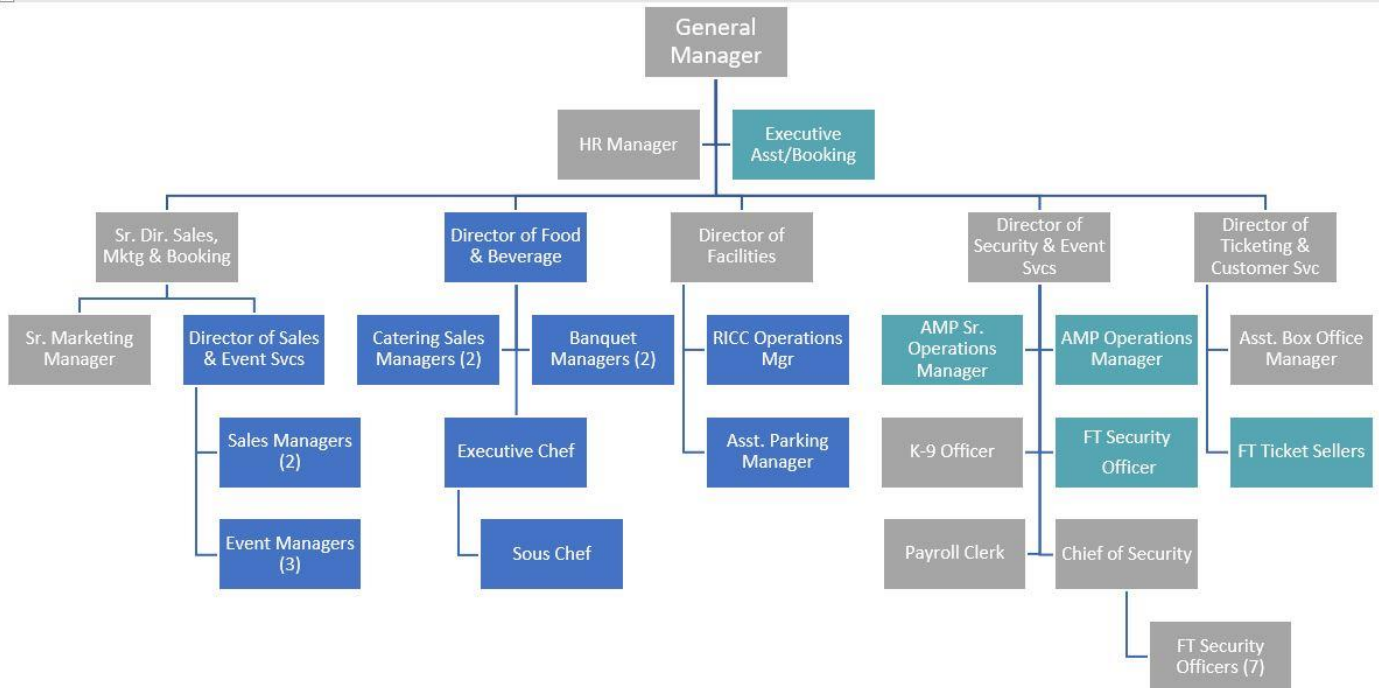
- Finance Structure** – all finances are maintained by the Authority. The professional management operator will be required to work in accordance with all policies and procedures in place by the Authority and will be asked to produce information on an ongoing basis for the financial aspect of the three venues. The Authority’s organizational chart is provided below for reference.



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- **Existing Staff Requirement** – all existing staff who meet the required job qualifications shall be considered for their existing position or promoted to a higher level of service if needed. The current Organizational chart is provided below (Grey = Dual role, Blue = Convention Center, Teal = AMP)



V. Submittal Requirements

- A. Responses should be prepared simply and economically, providing a straightforward and concise description of the proposer’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.

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 100 pages, or less, **excluding** any addendum items.

1. General Information (2 pages maximum)

Provide a transmittal letter that specifically states the proposer’s understanding of the work to be accomplished and briefly outlines the proposer’s strengths in providing the required services. This letter should be signed by an authorized entity officer for each entity included as a team proposal.

Include the name of proposer’s firm/entity, address, telephone number, name of contact person, and the title of the RFP.

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Provide a description of the proposing entity's current legal status (i.e., Corporation, Partnership, Sole Proprietor, Joint Venture, etc.)

Provide the proposing entity's current Federal Employer Identification Number and State Tax ID number.

2. Firm Background and Qualifications (15 pages maximum, not counting financial statements)

Provide a profile of your organization and describe its legal structure, principal officers, and organizational structure. The proposer must identify and distinguish between its own experience and qualifications and that of any parent entity, predecessor and/or wholly owned or partially owned subsidiary of the proposer.

Provide resumes of key personnel and principals of the organization. Identify the extent to which each principal executive or staff member will be involved in the management of the Complex and whether such involvement will be on a fully informed daily basis or in an advisory capacity.

Provide audited and certified financial statements (as an addendum) for your organization's last three years of operation. If the proposer is a Joint Venture, a copy of the Joint Venture agreement must be submitted for each party.

Provide a complete and detailed history of your organization's facility management experience for the last five years. The information provided should include a description of services provided and examples of successful operational strategies. Include examples of creative thinking with regards to event booking, revenue generation, and cost savings.

Specifically describe your experience in sponsor, advertising, and premium seating sales. The naming rights agreement may expire during the term of this agreement, so please address your history with securing naming rights for venues like Convention Center and AMP.

Provide a list of all facilities managed by your organization on behalf of a public entity that are multi-purpose (non-professional) arenas with between 10,000 and 15,000 fixed seats, and convention centers with at least 150,000 gross square feet; you may include testimonials as available. Arenas with minor league sports teams are considered non-professional for the purposes of this RFP.

Provide a list of all other arenas and convention centers where your firm provides full management services, noting the name, location, and capacity.

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Provide a description of your entity's experience in working with public entities and other entities that market facilities for a public entity, including cooperative efforts, philosophy, and results.

Provide a list of any contracts for management and operation services held by your organization that were terminated in the last ten (10) years and the reasons for such termination.

If applicable, describe your experience in transitioning your firm into a venue or complex where a competitor (not a municipality or governmental entity) was the incumbent. Discuss the challenges of that type of situation and how you managed a successful transition.

Describe your familiarity with Providence and regional marketplaces.

3. Management Plan (30 pages maximum)

Provide an explanation of the overall philosophy on how you would manage and operate the Complex. This should include:

- a) If applicable, an overview of the plan for transitioning employees from the incumbent operator to your organization, including key steps, a timeline of critical milestones and a description of roles and responsibilities; identify how existing staff may be retained; identify costs to the Authority for the transition and provide an estimate based on your past transitions; propose a method for advising the Authority should incumbent employees find alternate employment prior to your firm's official start date and how the challenges of that situation could be mitigated;
- b) A suggested management organizational chart for full-time staff, including contracted services as well as positions at the corporate and local levels.
- c) Description of the suggested reporting structure between facility management and your corporate offices and to the Authority.
- d) Actual examples of management/financial reports used by your organization to advise governmental entities of performance (as an addendum).
- e) Description of positions responsible for maintaining the facility to an acceptable industry standard in terms of the Complex's physical condition with regards to maintenance and repair.
- f) Description of how you would manage third-party service contracts, and where within the Complex you envision their application; please identify any proposer-affiliated firms that you would propose using for this project.
- g) Description of your approach to maintenance and repair, including the use of a computerized maintenance management system.
- h) Description of your approach to risk management and safety/security of guests, employees, and facility users.

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- i) Description of your security measures and controls to avoid cybercrimes, such as malware attacks, phishing campaigns, Denial-of-Service attacks, insider threats, etc.
- j) Description of how you balance the free speech of employees with the need to maintain a positive public image for your firm, the Complex, and the Authority.
- k) Description of your approach to food and beverage operations and services.
- l) Description of any improvements you intend to implement which will enhance the operation and performance of the venues. This plan should outline all investments outside of the base agreement.

4. Marketing Plan (24 pages maximum)

Provide an explanation of the overall philosophy you would use to market the Complex, including:

- a) Provide an overview of marketing and promotional concepts that will further the goals of the Complex, including for both the buildings proper as well as for events. Cite past, actual examples from other venues.
- b) Describe your approach to booking/scheduling, promoting, advertising, and marketing events at the Complex.
- c) Describe past experiences in working with a sports tenant(s) in addition to marketing and booking such events. Describe how event scheduling and promoting will be coordinated with tenant teams.
- d) Identify any public assembly facilities managed by your organization, located within a 120-mile radius of Providence, RI, and how they might compete or complement the Complex. Describe how you would prevent any conflicts of interest or enhance the marketing of the Complex.

5. Financial Plan (20 pages maximum)

Provide an explanation of the overall financial plan for the Complex, including:

- a) Summarize your proposed strategy and approach for minimizing operating expenses and maximizing operating revenues.
- b) Understanding that the Authority will be financially responsible for and will have final approval of capital improvements, please provide a description of your firm's role with respect to identifying and prioritizing capital improvements, justifications for such recommendations, and the ability (or not) to identify or suggest funding mechanisms.
- c) Identify any cost(s) to the Authority or any other compensation (beyond the base management fee and any incentive fees), rebate or financial remuneration you would receive under the contract, whether from a vendor or other entity.

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6. Customer Service Plan (3 pages maximum)
Describe your overall approach to customer service and enhancing the guest experience. Include technology that your firm would deploy, processes and procedures, training, and how you self-monitor the guest/fan experience; describe the criteria used to determine appropriate guest services endeavors, and how corrective measures would be taken. The Authority would require that all customer and client surveys be deployed utilizing the Qualtrics XM platform. The management agreement would require an investment into the Qualtrics XM products.

7. Compensation Proposal (6 pages maximum)
Please provide, as allowed by state law, an outline of a potential compensation proposal that you may be willing to enter if selected as the Complex's facility operator. The Authority is seeking creative compensation proposals, which may include, but should not be limited to, the following basic structures:

Fee For Services

Base and Incentive Fee Structure: under this plan, the selected proposer would receive a base fee and potential incentive fee in exchange for operating the Complex, while all operating revenues and expenses would be allocated to the Authority.

Alternate Options

Other Compensation Plan(s): please identify any alternative compensation plans related to the operation of the Complex that the Authority could consider as a part of your submission. For example, this could include 100% incentive-based compensation or investments for marketing participation, venue improvements or other such options which could further promote the success of the venue and limit the Authority's operating exposure. Describe any restrictions/repayment requirements, fees, or incentives on any such investment. An Alternate Option may be combined with a Fee for Services structure.

Term

The Authority prefers an initial term of 5 years with two (2) 5-year options. The Authority may consider alternate terms as suggested by proposers.

8. Management Agreement
Provide a copy of your standard form of contract (as an addendum). Any non-negotiable provisions should be identified. **The Authority reserves the right to reject any or all the terms included and to provide its own agreement.** Additionally, the Authority expects that any management agreement between the Authority and selected proposer shall incorporate this RFP and proposer's proposal.

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9. Sample Annual Report

Provide a copy of an Annual Report (as an addendum) submitted by your firm to a client of a venue similar in size/scope to either Convention Center or AMP.

VI. Evaluation Process

The evaluation committee will review all submittals and may select a short-list of proposers who will be offered the opportunity to present their proposals in person.

Criteria which will be considered in this evaluation will include the following:

- Experience and proven success at operating and managing similar facilities.
- Financial stability.
- Marketing experience and skills.
- Quality of management team.
- Fee structure.
- Proposed methods of performance.

Proposals will be evaluated based on the above, and not solely upon price.

Based upon interviews, information presented in the proposals, and any supplemental information requested, the evaluation committee will recommend to the Authority a finalist whose proposal best suits the needs of the Authority. The Authority, along with its legal counsel, will then negotiate and approve the final contract.

The Authority reserves the rights to:

- Revise or extend this schedule as its sole option.
- Conduct pre-award discussion and/or pre-award contract negotiations with any or all responsive and responsible proposers who submit proposals determined to be reasonably acceptable of being selected for award; conduct personal interviews or require presentations of any or all proposers prior to selection which could be open to the public; and make investigations of the qualifications of proposers as it deems appropriate.
- Request that proposer(s) modify its proposal to meet the needs of the Authority more fully or to furnish additional information as the Authority may reasonably require.
- In its sole discretion, expand or reduce the criteria upon which it bases

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its final decisions regarding the selection of an operator for the Complex. The Authority reserves the right to reject any or all proposals or parts of proposals, to negotiate modifications of proposals submitted, and to negotiate specific proposal elements with a proposer into a project of lesser or greater magnitude than described in this RFP or the proposer's reply.

- Negotiate any modifications to a proposal that it deems acceptable, waive minor irregularities in the procedures, and reject all proposals.
- Process the selection of the successful proposer without further discussion.
- Waive any irregularity in any proposal, or reject all proposals, should it be deemed in its best interest to do so. The Authority shall be the sole judge of proposers' qualifications and reserves the right to verify all information submitted by the proposers. The proposal selected will be that proposal which is judged to be the most beneficial to the Authority.

Submission of a proposal indicates proposer's acceptance of the evaluation technique and proposer's recognition that the Authority must make some subjective judgments during the evaluation.

VII. Other Terms & Conditions

Insurance - The awarded proposer shall be required to maintain at least the insurance coverage required by SMG set forth in Article 16 of Item 1 of Attachment D, with limits of coverage acceptable to the Authority.

1. Plus, the following insurance coverage: Cyber Liability Limits of at least:
2. \$1,000,000 Per Occurrence
3. \$1,000,000 Aggregate
4. Coverage shall include, but not be limited to, all software, computer hardware installation, data access, data integrations, data usage, cloud storage, data privacy and security, regulatory fines and penalties, payment card industry, personally identifiable information, ransom ware and technology related contracts.
5. Coverage shall be on a Per Location / Per Project basis.
6. The State and the Authority shall be named Additional Insured on a primary and non-contributory basis including completed operations.
7. If awarded proposer employs subcontractors in the performance of its work, awarded proposer agrees to obtain equivalent insurance provisions from its subcontractors as required under this agreement and provide a copy of their certificate of insurance to the Authority.
8. Permits and Licenses -The successful proposer shall be responsible for determining and securing, at its expense, 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.

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9. Other Requirements

- a. All data included in this RFP, as well as any attachments, are proprietary to the Authority.
- b. The Authority shall not infringe upon any intellectual property right of any proposer but reserves the right to use any concept or methods contained in the proposal. Any desired restrictions on the use of information contained in the proposal should be clearly stated. All such proprietary data contained in a proposal must be clearly identified.
- c. The Authority is bound to comply with Rhode Island's Access to Public Records Act (Rhode Island General Laws Chapter 2 of Title 38), and information submitted with your proposal, with few exceptions, is a matter of public record, as will be the final management contract entered into.

The Authority shall not be under any obligation to return any materials submitted in response to this RFP request.

10. Non-Discrimination, ADA

- a. The State of Rhode Island and Authority notifies all possible proposes that no person shall be excluded from participation in, denied any benefits of, or otherwise discriminated against in connection with the award and performance of any contract based on race, religious creed, color, national origin, ancestry, physical disability, sex, age, ethnicity, or on any other basis prohibited by law.
- b. All proposers shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination. They shall also comply with the Americans with Disabilities Act (ADA).

11. State and Rhode Island Convention Center Authority Name

- a. The use of the Authority's and State of Rhode Island names in any way as a potential customer is strictly prohibited except as authorized in writing by the Authority and State of Rhode Island.

VIII. Attachments

ATTACHMENT A

Fact Sheets

Amica Mutual Pavilion

Owner: Rhode Island Convention Center Authority

Address: One LaSalle Square, Providence, RI 02903

Web Address: <https://www.amicamutualpavilion.com>

Building opened: 1973

Arena seating capacity: 14,000

Rhode Island Convention Center

Owner: Rhode Island Convention Center Authority

Address: One LaSalle Square, Providence, RI 02903

Facility address: One Sabin Street, Providence, RI 02903

Web Address: <https://riconvention.com>

Building opened: 1993.

Overall square footage: over 167,000 SF plus 2,400 parking spaces

Innovation District Garage

Owner: Rhode Island Convention Center Authority

Address: One LaSalle Square, Providence, RI 02903.

Facility Address: 75 Clifford Street, Providence, RI 02903

Building opened 2020.

Total number of parking spaces: 1,250

ATTACHMENT B

Rhode Island Convention Center Authority General Contract Terms

It is anticipated that the Authority will enter into an Agreement with the selected respondent (“Contractor”) for an initial term ending June 30, 2024, from the date of its execution by the Chairman, with two (2) five-year renewals available at the option of Authority. Contracts entered by the Authority generally include, but are not limited to, the following terms:

1. **Intellectual Property Indemnification by Contractor.** Contractor agrees to indemnify, defend, and save harmless Authority and its officers, employees and agents from all suits and actions of every nature brought against them due to the use of patented, trademarked or copyright-protected appliances, products, materials, or processes provided by Contractor hereunder. The contractor shall pay all royalties and charges incident to such patents, trademarks, or copyrights.
2. **General Liability and Indemnification.** Contractor shall hold Authority harmless from any loss, damage or claims arising from or related to the performance of the Agreement herein. Contractor must exercise all reasonable and customary precaution to prevent any harm or loss to all persons and property related to this Agreement. Contractor agrees to indemnify and hold the Authority harmless from all claims, demands, causes of action or suits of whatever nature arising out of the services, labor, and material furnished by Contractor or Contractor’s subcontractors under the scope of this Agreement.
3. **Compliance with Laws.** The contractor shall be responsible for complying with all applicable federal, state, and local laws. The contractor is responsible for any costs of such compliance. Contractor shall take the necessary actions to ensure its operations in performance of this contract and employment practices are following the requirements of the Americans with Disabilities Act.
4. **Right to Audit.** The parties agree that books, records, documents, accounting procedures, practices, price lists or any other items related to the Services provided hereunder are subject to inspection, examination, and copying by Authority or its designees. Contractor shall retain all records related to this Agreement for the duration of the contract term and a period of three years following completion and/or termination of the contract. If an audit, litigation, or other action involving such records begins before the end of the three-year period, the records shall be maintained for three years from the date that all issues arising out of the action are resolved or until the end of the three-year retention period, whichever is later.
5. **Governing Law and Venue.** This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of Rhode Island without regard to its choice of law principles, which shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Rhode Island and each party waives any objection to such venue.
6. **No Waiver.** A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of the enforcement of such provision or any other provision.

Request for Proposals**Management of RI Convention Center, AMP & Innovation District Garage**

7. **Entire Agreement/No Assignment.** This Agreement and any documents incorporated herein constitute the entire agreement of the parties and supersede all prior agreements, oral or otherwise, relating to the subject matter of this Agreement. This Agreement may only be modified or amended in writing and signed by both parties. Notwithstanding anything to the contrary herein, the Authority does not agree to the terms of any future agreements, revisions or modifications that may be required under this Agreement unless such terms, revisions or modifications have been reduced to writing and signed by both parties. Contractors may not assign this Agreement or use subcontractors to provide the Goods and/or Services without Authority's prior written consent. The contractor shall not be entitled to any claim for extras of any kind or nature.

8. **Equal Employment Opportunity.** Contractors shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination.

ATTACHMENT C

NON-COLLUSION AND INTEREST

STATE OF _____)
)ss.
COUNTY OF _____)

I, _____, of lawful age, being first duly sworn, state

that:

1. I am _____ of _____, the proposer that has submitted the accompanying proposal
2. I am fully informed with respect to the preparation and contents of the accompanying proposal and of all pertinent circumstances respecting such proposal.
3. Such a proposal is genuine and is not a collusive or sham proposal.
4. Neither the proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other proposer, firm, or person to submit a collusive or sham proposal in connection with the Contract for which the accompanying proposal has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm, or person to fix the price or prices in the accompanying proposal or of any other proposer or to fix any overhead, profit, or cost element of the proposal price or the proposal price of any other proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Rhode Island Convention Center Authority or any person interested in the proposed Contract.
5. The price or prices quoted in the accompanying proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest.
6. No officer, commissioner, or employee of the State of Rhode Island or the Rhode Island Convention Center Authority either directly or indirectly owns a five percent (5%) interest or more in the proposer's business or such a percentage that constitutes a controlling interest. Affiant further states that the following officers, commissioners, and/or employees of the State of Rhode Island or the Rhode Island Convention Center Authority own an interest in the Bidders business, which is less than a controlling interest, either direct or indirect.

By: _____
Signature

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

Notary Commission Number: _____

The Affidavit must be signed by an authorized agent and notarized

ATTACHMENT D

ADDITIONAL INFORMATION AVAILABLE UPON REQUEST

1. Original Management Agreement with addendums/extensions
2. Current year operating budget ("FY24 Authority Budget)
3. Audited Financial Statements (year-end) for FY 18 through FY23
4. Monthly Financials Statements for FY 21 through FY23