

REQUEST FOR PROPOSALS

FOR

Facility Management Services for
Greensboro Coliseum Complex and
the Steven Tanger Center for the Performing Arts

THE CITY OF GREENSBORO

City of Greensboro
300 West Washington St.
Greensboro, NC 27401
August 10, 2023

Section 1 PURPOSE

- 1.1 The purpose of this Request for Proposal (“RFP”) is for the City of Greensboro (the “City”) to obtain proposals from a qualified Proposer (“Proposer”, “Company”) to enter into a contract to exclusively provide Facility Management Services (the “Services”) for the Greensboro Coliseum Complex and the Steven Tanger Center for the Performing Arts (the “Coliseum Complex/Tanger Center” or the “Complex/Center”).
- 1.2 The Coliseum/Center is considered a Department of the City of Greensboro.
- 1.3 This Request for Proposal has been prepared to solicit offers for Facilities Management of the Complex/Center. Through this proposal submission and evaluation process, the City intends to:
 - (a) Identify a company or companies with comprehensive Facility Management expertise for venues which are similar to the Complex/Center and which are compatible with the City’s business goals and objectives
 - (b) Evaluate opportunities to enter into a long-term agreement with a qualified and compatible company
 - (c) Maximize revenues, minimize expenses and provide the greatest financial return for the Complex/Center
- 1.4 The Proposer must be of the highest quality, provide sound facility and fiscal management, deliver extensive event content, maximize all revenue sources and minimize operating expenses.
- 1.5 For the Greensboro Coliseum Complex and Steven Tanger Center for the Performing Arts, the Proposer shall:
 - (a) Actively book and manage an extensive calendar of events for all facilities
 - (b) Aggressively pursue bids for major events in partnership with, and in support of, initiatives by the Greensboro Convention and Visitors Bureau and the Greensboro Sports Foundation
 - (c) Continue to maintain positive relationships with tenants
 - (d) Provide oversight of the Foodservice Operation to ensure the highest quality concessions and catering. Foodservice is operated by OVG Hospitality and the term of the agreement is through December 31, 2031.
 - (e) Continue to develop and maintain a positive reputation with promoters, event attendees and the community-at-large
 - (f) Coordinate and implement all aspects of the transition process from public to private management

- (g) Incorporate the City’s goals for retention and growth of M/WBE businesses into the overall operation
 - (h) Proactively protect the City’s historical investment throughout the Complex/Center through the exercise of the highest standard of regular and preventative maintenance, cleanliness and improvements to the facilities
- 1.6 The Proposer who is selected to provide these Services will report directly to the City Manager as well as to the Coliseum War Memorial Commission and the Tanger Center Board of Directors.

Section 2: OVERVIEW OF THE GREENSBORO COLISEUM COMPLEX AND THE TANGER CENTER FOR THE PERFORMING ARTS

2.1 The Greensboro Coliseum Complex and the Steven Tanger Center for the Performing Arts are full service, multi-purpose venues that together annually host more than 1,300 events including sports, concerts, touring shows, entertainment, conventions, conferences, banquets, receptions, consumer and trade shows, graduations and entertainment events. The Coliseum Complex has 6,500 parking spaces on site.

2.2 Greensboro Coliseum Complex Overview: The Coliseum Arena has hosted more ACC Basketball Tournaments (28 Men’s Championships, 22 Women’s Championships) than any other venue in the country. The Arena has hosted the NCAA Men’s Tournament 13 times including the Final Four and has hosted the NCAA Women’s Tournament 5 times.

In 2023, the Coliseum Complex hosted the ACC Men’s and Women’s Basketball Tournaments, the NCAA Men’s Division 1 Basketball First and Second Rounds, the ACC Men’s and Women’s Swimming & Diving Championships and the NCAA Division III Men’s and Women’s Swimming and Diving Championships.

- 2.3 Greensboro Coliseum Complex Venues
- Greensboro Coliseum Arena – 22,000 seats
 - The Novant Health Fieldhouse – 2,100 – 3,000 seats
 - Greensboro Aquatic Center – 2,500 seats
 - White Oak Amphitheater – 6,061 seats
 - Odean Theater – 300 seats

2.4 Greensboro Aquatic Center

The State-of-the Art Greensboro Aquatic Center opened in 2011 as part of the Greensboro Coliseum Complex and hosts all major aquatic sports – competitive swimming and diving, water polo, synchronized swimming, etc. The venue has hosted USA Swimming meets, U.S. Masters Swimming and U.S. Water Polo events, local, regional, national and international competitions as well as high school and collegiate events including numerous NCAA, ACC, YMCA and USA Diving competitions. The venue serves the Greensboro community, is open to members and guests for swimming and recreation and is the home practice venue for several local club, high school and college swimming and diving teams.

2.5 Special Events Center

- Hall A (40,000 sq.ft.)
- Hall B (20,000 sq.ft.)
- Hall C (60,000 sq.ft., 6,000 seat arena)

2.6 Other Complex Venues

- The ACC Hall of Champions
- The Terrace
- Piedmont Hall (2,300 seats)

2.7 Steven Tanger Center for the Performing Arts Overview

The Steven Tanger Center for the Performing Arts opened in September 2021. This state-of-the-art venue seats 3,023 guests and includes the 8,000 sq.ft. Phillips Hall Lobby/Pre-Function Space. The Center’s inaugural season sold more than 17,000 subscriptions to the Broadway season, hosted more than 430,000 guests and sold out 89 performances.

2.8 Proposed Downtown Music Hall

Plans are being developed for an indoor/outdoor multi-stage live music venue(s) and Food and Beverage Operation with capacities ranging from 750-2,000. A future phase will include a 4,500-seat amphitheater.

2.9 Proposed Greensboro Soccer Stadium

Plans are being developed for a 6,000-seat Soccer Stadium on the grounds of the Coliseum Complex or in downtown Greensboro. The Stadium is being designed to host a USL One Soccer Franchise.

Section 3: TERM

- 3.1 The Facility Management contract shall be an initial contract shall be for a term of seven (7) years with two five (5) year options for renewal subject to negotiation. The renewal options shall be mutually agreed upon by both parties.

Section 4: RFP GOALS AND OBJECTIVES

The City has developed a series of key goals and objectives for management and operation of the Greensboro Coliseum Complex/Steven Tanger Center for the Performing Arts, which are to be considered by Proposers and integrated into a Proposer's proposal. These goals and objectives provide a format that assists a Proposer in developing its specific proposal and should be considered to represent the minimum standards for management and operation of the facilities.

The following describes the goals and objectives for the Management, Operation and Booking of the Complex/Center. The Preferred Proposer shall:

- 4.1 Manage and be responsible for all aspects of the Complex/Center's day-to-day operation, including, but not limited to:
- Maximize the booking and programming of events for all Complex/Center venues with the goal of exceeding current event levels for each venue
 - Manage simultaneous events at multiple venues to ensure both a high standard of guest experience and promoter satisfaction
 - Oversight and supervision of the concessions and catering operator
 - Facility and event marketing, promotion and public relations
 - Full-time and part-time personnel
 - Safety, security and crowd management
 - Facility related services such as ticketing and parking
 - Labor relations
 - Fiscal procedures and controls
 - Custodial services and facility cleaning
 - Preventative and routine maintenance
 - Repairs and improvements to the physical plant
 - Exterior maintenance including landscaping, maintenance/cleanliness of sidewalks, driveways and parking areas
 - Capital improvements implementation
 - Purchasing of all required services with the intent of meeting the City's goals for retention and growth of M/WBE businesses into the overall operation

- Hiring, coordination and oversight of contractors, vendors and suppliers while adhering the City's goals for retention of M/WBE businesses into the overall operation
- 4.2 Maximize the utilization of the Complex/Center and associated revenue streams while minimizing the net cost to the City. The expectations for booking and event content include maintaining and subsequently increasing the programming of a broad mix of events that appeal to all segments of the community and the region.
- 4.3 Effectively promote events at the facility through advertising, marketing, promotion and public relations with the goal of maximizing ticket sales, attendance and ancillary revenue streams.
- 4.4 Operate the Complex/Tanger Center at the highest industry standards to accommodate the facility requirements of tenants and user groups.
- 4.5 Create a positive brand experience for stakeholders, user groups, ticket buyers, corporate partners, visitors and vendors who support and visit the Complex/Center.
- 4.6 Provide for a continuous, successful, and sustainable operation as a world-class venue.
- 4.7 Assume, manage and oversee the third-party food and beverage operator including, but not limited to:
- Implement and maintain a Foodservice program that maximizes concessions and catering revenues while operating at the highest possible industry standards
 - Provide a Foodservice program that meets the unique food and beverage requirements of guests and stakeholders
 - Offer new robust Foodservice concessions and catering options and solutions that delivers measurable benefits and results to the City
 - Act as an independent contractor on behalf of the City in executing the requirements of the license agreements with Complex/Center tenants
- 4.8 Assume and manage the current Complex/Tanger Center third-party maintenance and service contracts and provide comprehensive Facility Maintenance Services at the highest possible industry standards for repair, maintenance, operation and appearance.
- 4.9 Maintain the Complex/Center facilities in compliance with all appropriate life safety, environmental, security, and aesthetic issues.

- 4.10 Make recommendations to the City regarding those capital improvements needed to maintain the Complex/Center at an industry standard and which are likely to increase the return on investment to the City.
- 4.11 Make recommendations on operating improvements that would promote better service to the patrons, promote efficiency and costs savings and/or increase the safety and security of the Complex/Center.
- 4.12 Either directly or through a third-party contractor, provide comprehensive Custodial Services at the highest possible industry standards for cleanliness and appearance throughout the Complex/Center facilities while ensuring operating cost efficiencies and the best value to the City.
- 4.13 Prepare operating budgets, monthly financial statements, periodic financial forecasts (including quarterly budget variance analyses) and a management plan for each fiscal year in consultation with the City's Finance and Budget Departments and the City Manager's office.
- 4.14 Protect the City's historical investment in the Complex/Center through the highest level of Facility Management Services including staffing and human resources, maintenance and repairs, security and crowd management, fiscal procedures and controls, purchasing, custodial, grounds keeping, capital upgrades, branding, advertising/signage, marketing/promotion/public relations and overall operational standards (as each may evolve and change over time) throughout the term of the Agreement.
- 4.15 Maximize the booking of quality entertainment events including, but not be limited to:
 - Concerts and musical presentations
 - Sporting events
 - Family shows
 - Entertainment events
 - Facility tenants
 - Conventions, conferences and meetings
 - Consumer and trade shows
 - Destination events (collegiate, scholastic and youth tournaments)
 - Community events (high school graduations, university commencements, meetings, civic events, etc.)
- 4.16 Maximize the booking of meeting rooms, hospitality spaces and other flex areas within the Complex/Center that are used for food and beverage functions.

- 4.17 Develop, maintain and implement a marketing, promotions and public relations plan for increasing ticket sales for Complex/Center events including:
- Premium seating
 - General ticket sales
 - Group sales
 - Walk up sales
 - Sales through media and third-party promotional outlets
 - Sale of additional blocks of tickets to facility sponsors
- 4.18 Maximize ticket sales for each event through the development and implementation of targeted marketing, promotional and public relations strategies.
- 4.19 Maximize premium seating and sponsorship/advertising sales through a dedicated sales effort.
- 4.20 Maximize all event and facility revenue streams through advertising, social media, marketing, promotions and public relations initiatives and programs.
- 4.21 Maintain and positive relationship with Nederlander/PFM that continues the success of Broadway programming at the Tanger Center.
- 4.22 Provide the highest level of guest service through ongoing training and the interaction of part-time and full-time staff with patrons during events.
- 4.23 Support diversity spending with vendors based on the City's M/WBE Program guidelines.
- 4.24 Develop and implement hiring procedures and practices that align with the City's objectives for recruitment and hiring in order to attract qualified applicants and ensure equal opportunity employment for all without regard to age, race, gender,

color, national origin, religion, disability, genetic information, or sexual orientation.

- 4.25 Have a minimum base compensation of \$15.00/hour for all part-time, full-time, roster, temporary, or any other category of employee of the Complex/Center during the term of this contract.
- 4.26 Support business and community activities and redevelopment in the City and the region through the operation, maintenance and ongoing improvement of the Complex/Center.
- 4.27 Contribute to the quality of life within the City of Greensboro, the region and the State of North Carolina.

Section 5: NATURE OF SERVICES REQUIRED

- 5.1 The City is seeking a qualified company to provide Facility Management Services for the Greensboro Coliseum Complex/Steven Tanger Center for the Performing Arts. The Successful Proposer shall not be currently under contract to provide Facility Management Services for any other venue or municipality within a fifty (50) mile radius.
- 5.2 The City is seeking a qualified company who has demonstrated experience in the management and operation of multiple venues (arena, convention center, theater) for at least five (5) years. Provide a description of each account where the company operates multiple venues (arena, convention center, theater) for a client. For each account with multiple venues, list the names of each venue, the capacity and how long the company has managed the account. Provide a summary of the company's experience with the management of multiple venues for clients.
- 5.3 The Agreement entered into by, and between, the City and the Preferred Proposer must reflect all elements of the Proposal submitted by the Preferred Proposer in the manner in which the information is presented in the Proposal. The Preferred Proposer will provide such services to the City pursuant to the terms of a final Agreement to be negotiated and executed by, and between, the City and the Preferred Proposer. Pursuant to such Agreement, the Preferred Proposer will report to the City Manager, City Council, the Coliseum War Memorial Commission and the Tanger Center Board of Directors.

5.3 RFP Timetable

ACTIVITY	DATE
1. Request for Bids Issued	August 10, 2023
2. Voluntary site visit	To be scheduled with interested prospective Proposers, request for visit to be made no later than August 22, and completed no later than August 24, 2023
3. Pre-Bid Meeting (Virtual)	August 29, 2023
4. Deadline for Written Proposer Questions	August 31, 2023
5. Issuance of Addendum Responding to Questions	September 12, 2023
6. RFP Responses Due	October 6, 2023
7. Interviews with Selected Proposers	October 16-19, 2023
8. Selection of Preferred Proposer	October 27, 2023
9. City Council Approval	November 6, 2023
9. Development of Facility Management Agreement	November 7, 2023 – January 12, 2024
10. Finalized Facility Management Agreement	January 12, 2024
11. Facility Management Company Operates during Employee Transition Phase	January 15, 2024 – June 30, 2024
12. Facility Management and City Human Resources meet with Employees on Benefits and Employment Options	January 15, 2024 – June 30, 2024
13. Facility Management Company Begins Full Contract Term	July 1, 2024

5.4 The City reserves the right to change or extend any and all dates including the due date for proposals for any reason and at any time including after the due date for proposals.

Only proposals received by **4:00 p.m. (EST) on Friday, October 6, 2023** will be considered. All Proposals must be in writing and must be in a sealed envelope/package. One (1) original, two (2) copies, and an electronic version (USB) of the Proposal should be delivered to:

City of Greensboro
City Attorney's Office
300 West Washington Street
Greensboro, NC 27401
Attn: Mr. James Dickens, Deputy City Attorney

- 5.6 Voluntary Site Visit: The City will work with potential RFP Proposers who wish to conduct a site visit of the Greensboro Coliseum Complex/Tanger Center. All requests for a site visit must be made no later than August 22, 2023 and completed no later than August 24, 2023. Visits will be scheduled during normal working hours Monday – Friday. Requests for visit can be made by sending an email to: james.dickens@greensboro-nc.gov with the subject line reading as follows:
Complex/ Center Site Visit Request – RFP Facility Management Services
- 5.7 Inquiries from Proposers: All questions from prospective Proposers concerning this RFP must be submitted by 3:00 pm EST on August 31, 2023. Questions must be submitted via email to james.dickens@greensboro-nc.gov. Any questions received after the specified date and time will not be accepted. The City will issue its final response to such inquiries on or before September 12, 2023.
- 5.8 For the duration of this bid process, if it is determined that a Proposer fails to comply to this requirement and initiates correspondence with any other City staff or representative about this bid process, they may be subject to disqualification.
- 5.9 Amendments to RFP: Amendment(s) to the RFP, if any, will be issued at the discretion of the City.
- 5.10 Proposal – General: A Proposer is expected to become familiar with the City, the requirements of the RFP and the Greensboro area. Each Proposer is responsible for any and all costs incurred by Proposer in inquiring about this RFP; responding to this RFP; or in visiting the Complex/Center, the City or the Greensboro area.
- 5.11 A Proposer that wishes to be considered for selection shall submit a complete, concise and comprehensible Proposal, in the form and manner required by this RFP. In addition, selected Proposers will be expected to make oral presentations of their Proposals.
- 5.12 All Proposals, inquiries or correspondence relating to this RFP and all reports, displays, schedules, attachments, exhibits and other documentation submitted by

any Proposer will become the property of the City upon receipt. All proposals received are subject to North Carolina Public Records laws found in Chapter 132 of the North Carolina General Statutes and the Public Records Confidentiality Clause in this Proposal regarding public access to such documents, and any statements or endorsements inconsistent with therewith will be disregarded. All proprietary information disclosed to the City of Greensboro shall be held to Chapter 132 of the North Carolina General Statute and the Public Records Confidentiality Clause in this Proposal. Proposer

- 5.13 The City of Greensboro may decide in the future to publish the results of this procurement in appropriate professional circles, including but not limited to trade journals and conference presentations.
- 5.14 The City shall have the right to request additional information from, and review additional records of any or all Proposers, prior to the City's selection of a Proposer. Failure to comply with such requests may result in elimination of the Proposer from further consideration.
- 5.15 Wherever repetition occurs in the RFP, with regard to similar requests for information, Proposer need not repeat the information. However, reference should be made to the exact location in the Proposal where the information is already recorded.
- 5.16 A Proposer's Proposal should be limited to fifty (50) pages.
- 5.17 Information regarding marketing materials, background information, corporate brochures, examples of the Company's accounts, personnel policies and fiscal policies and procedures should be included separately as Exhibits.
- 5.18 Public Records Confidentiality Clause: Except as otherwise required by law, the City will exempt from disclosure proprietary information, trade secrets and confidential commercial and financial information submitted pursuant to this contract. Any such proprietary information, trade secrets or confidential commercial and financial information which Consultant believes should be exempted from disclosure shall be specifically identified and marked as such before submitting it to the City. Blanket-type identification by designating whole pages or sections as containing proprietary information, trade secrets or confidential commercial and financial information will not assure confidentiality. The specific proprietary information, trade secrets or confidential commercial and financial information must be clearly identified as such. The Consultant shall be responsible for ensuring that confidential commercial or financial information, trade secrets or proprietary information bears appropriate notices relating to its confidential character. Pursuant to the North Carolina Public Records Act, Chapter 132 of the North Carolina General Statutes, trade secrets or confidential information as defined by the North Carolina Public Records Act that are identified as such prior

to disclosure to the City is not public information and will not be released to the public by the City. The City will notify Proposer of any public records request for any confidential commercial or financial information, trade secrets, or proprietary information which Proposer has previously marked "Confidential", and if Proposer objects to the disclosure of any of the records responsive to the request, Proposer will notify the City in writing within forty-eight (48) hours. If so notified, the City will not disclose the records until ordered to do so by a court of competent jurisdiction, and Consultant will enter an appearance as a party in- interest and defend the City in any claim, suit, mediation, litigation, or arbitration proceeding concerning the release of the records to which Consultant objected. Consultant will indemnify, save harmless, and pay any and all attorney's fees incurred by the City and any attorney's fees it is ordered to pay to any person(s) or organization(s) as a result of Consultant's objection to the release of the public records. Consultant will also indemnify, save harmless, and pay any and all claims for damages, court costs, or other fees the City incurs as a result of Consultant's objection to the release of the records requested pursuant to the North Carolina Public Records Act.

5.19 Proposer will bear all costs associated with the preparation of the bid response and any oral presentations(s) requested by City of Greensboro.

5.20 Any proposals may be withdrawn or modified prior to the date and time stated in the proposal for the opening of proposals. Such withdrawal or modification must be made by sending an email to: james.dickens@greensboro-nc.gov

Section 6: SUBMISSION MATERIALS

The Proposer should respond to each of the following requirements in a clear, concise and comprehensive manner. The Proposer should carefully review the Public Records Confidentiality Clause when submitting information for this Request for Proposal.

Each Proposal submitted for consideration must comply with the stipulations set forth in this RFP as well as any amendments and any written responses from the City to Proposer inquiries.

The Proposer's Submission shall identify a single contact person for receipt of responses and information from the City. The method of receipt and distribution of information will be by e-mail. Therefore, include a contact name, phone number, mailing address and e-mail address with the Proposal.

All relevant information must accompany the Proposal. The Proposer shall include the information below in its Submission in the following order:

6.1 Required Proposal Signature Forms

6.2 Cover Page: A signed Proposal cover page that indicates the full name of the Proposer submitting the Proposal and shall bear the signature of a principal duly

authorized to execute contracts. The name of each person signing the Proposal shall be typed or printed in ink below each signature. Any erasures or corrections contained in a Proposal shall be initialed by the person(s) signing the Proposal. Electronic versions must contain a PDF file of the signed cover page.

- 6.3 Letter of Introduction: Provide a letter of introduction. The letter should highlight or summarize whatever information the Proposer deems appropriate.
- 6.4 Full and complete information relative to Proposer's ability and plan to deliver the Services requested in a manner consistent with the information provided by the City in this RFP and the financial arrangements under which such services would be delivered.
- 6.5 Exceptions requested, if any: Detail any specific areas of this RFP for which the Proposer is not prepared to assume responsibility if selected and/or any General Conditions language presented by the City which are not acceptable to Proposer.
- 6.6 Management Agreement: Provide a copy of the proposed management agreement and/or specific sample contract language between the City and the Proposer's contracting entity. The City reserves the right to reject any or all of the terms included in the Proposer's proposed management agreement and to provide its own agreement.
- 6.7 History of the Company/Legal Structure: Proposer should include a description of the organization, its history, the company's ownership structure, officers and directors and number of employees. Proposer should provide a Certificate of Legal Existence, Certificate of Good Standing, or document of similar import, evidencing its existence in the state of its incorporation. Proposer should provide a corporate resolution of authority granting the signatory binding authority to act on behalf of the Proposer and all partners and/or subordinate entities.
- 6.8 Financial Strength: Provide proof of the company's current financial status and its financial capacity. Include financial information of any other corporate affiliate or parent company upon whose resources the Proposer may rely. Such documentation should include, without limitation, credit information, credit references, annual reports and audited financial statements for the last 3 years. This information may be submitted pursuant to the Public Records Confidentiality Clause in this Proposal.
- 6.9 Comparable Experience: Provide a detailed statement of the Company's relevant experience in the management of comparable arenas, convention centers and performing arts centers. Include a list of similar facilities managed by the Company and a list of events for a three-year period for each of these facilities.

- 6.10 Provide a description of each account where the company operates multiple venues (arena, convention center, theater) for a client. For each account with multiple venues, list the names of each venue, the capacity and how long the company has managed the account.
- 6.11 References: Include a minimum of four (4) similar current clients the City may contact for reference purposes. Provide client entity name, primary contact name and title, phone number and mailing address. Indicate the scope of services and length of each agreement. Include start and end date of contract or agreement, general financial terms (e.g., customer subsidized, base fee, commission based, revenue share with client), scope of the activities and operations for which the Proposer is responsible.
- 6.12 The City's Annual Aspirational Minority and Women Business Enterprise Participation Goals are 18% Minority Business Enterprise ("MBE") and 20% Women Business Enterprise ("WBE"). The City's Minority and Women Business Enterprise Program Plan can be accessed at: [637000731375630000 \(greensboro-nc.gov\)](https://www.greensboro-nc.gov/637000731375630000). Please provide the Company's plan for meeting or exceeding the City's M/WBE goals. Additionally, include a list of accounts where the Proposer has met or exceeded client goals for M/WBE inclusion. Provide client entity name, primary contact name and title, phone number and mailing address.
- 6.13 Third Party Service Providers: Proposer will clearly identify any services it proposes to subcontract to a third party. Provide complete information about the subcontractor, the scope of services to be provided and the terms as it relates to this RFP, the Proposer's Proposal and the Services.
- 6.14 Discontinued Accounts: Identify all client situations that have been discontinued within the last four years including whether the agreement was terminated or not renewed, the source of initiative for ending the contract and the contract administrator's name, email address and telephone number. The City reserves the right to contact one of these accounts as an additional reference.
- 6.15 Legal Issues History: Provide responses to the following:
- Has the Proposer (or any of its principals) currently, or in the last five (5) years, been the subject of any bankruptcy, insolvency, reorganization or liquidation or receivership proceedings? If so, please explain.
 - Is there any litigation or governmental or regulatory action pending or threatened against the Proposer or its principals that might have a bearing on the ability of the Proposer to provide the services necessary to meet the requirements as set forth in this RFP? If so, please explain.

- Provide information regarding any contractual litigation, arbitration and mediation cases for the last five (5) years that are material or relevant to this RFP.
- Provide information regarding any pending judgments or lawsuits involving the Company or its subsidiaries.

6.16 Financial Proposal Facility Management: Identify a proposed compensation structure the Proposer will provide to the City for management and operation of the Greensboro Coliseum Complex/Tanger Center for the Performing Arts that would minimize the net cost to the City. The Proposer is expected to submit its best offer in response to the Services contained in this Request for Proposals. The City will base any resultant Agreement on the specific information included in the Preferred Proposal. The financial information included in the Proposal must include:

- Gross Revenue Projections: The Proposer shall provide its Gross Revenue projections for the first three (3) years of the Services provided with complete supporting data that can be easily understood related to the assumptions and calculations used.
- Estimated Operating Expense Projections: The Proposer shall provide its expense projections for the first three (3) years of the Services provided with complete supporting data that can be easily understood related to the assumptions and calculations used.
- Base Fee: The Proposer shall identify the base fee to be paid by the City for the value of its expertise. Additionally, the Proposer may identify an incentive fee or variable fee structure with the specific conditions and/or criteria by which such an incentive or variable fee would be due to the Proposer from the City.
- Revenue Share: The Proposer shall identify any proposed share of revenue with the City as a result of its operation of the Services. Additionally, Proposer may identify an incentive fee or variable fee structure with the specific conditions and/or criteria by which such an incentive or variable fee would be due to the City from the Proposer.
- Financial Investment: Indicate the level of additional financial investment the Proposer is prepared to offer the City to support the Complex/Center. The capital investment, if any, that is offered to the City shall emanate from the Proposer's resources, and not from the projected operating budget for the Services it provides.

6.17 General Manager Candidates: Provide the names and resumes of proposed General Manager(s) for the Greensboro Coliseum Complex and the Tanger Center for the Performing Arts. The City's designated representative reserves the right to

interview the proposed Candidate(s) prior to award of this Agreement, and to approve or reject the Candidate(s) proposed by the Preferred Proposer. The selected Candidate is expected to make a long-term commitment to the City for the Services.

- 6.18 Local Operating Team Members: Provide resumes as well as the experience of the individuals that the Company will put in place as the on-site management team including:
- Name/resume of key on-site staff
 - A job description for each executive and staff position
 - An organizational chart for the Greensboro Coliseum Complex and an organizational chart for the Tanger Center for the Performing Arts
- 6.19 Corporate Support: The Proposer should describe in detail the corporate resources the Company will provide in support of the Complex/Center. The plan should include the names of corporate support personnel to be assigned to the Complex/Center. The resume of the regional vice president along with a list of the current accounts that individual is responsible for should be included. The plan should outline the frequency of on-site visits to the Complex/Center by the regional vice president and the Company's other subject matter experts to support the local management team at the Complex/Center.
- 6.20 Management/Operating Philosophy: Provide a narrative description outlining the Company's methods of operation, operational structure, and services to be provided. Describe in detail your Company's management philosophy and how the Company will tailor your approach to specifically meet the needs of the Complex/Center and the City.
- 6.21 Management Plan: Provide a Management Plan for the Complex/Center that includes at least the following elements:
- Plan for increasing revenues and reducing costs
 - Plan to avoid conflicts of interest in booking competing venues
 - Booking and Marketing Strategies for increasing quality of events and revenue as compared to historical operations
 - Management of regular and preventative maintenance and repair
 - Methodology for evaluating and proposing the capital expenditure requirements for the next five years
 - Plan for providing efficient and highest quality day of event services
 - Plan for maintaining highest quality guest services for all patrons
 - Plan for increasing the environmental sustainability of the Complex/Center
 - Strategies to maximize the use of local businesses

- 6.22 Facilities Maintenance Plan: Provide a comprehensive repair, maintenance and improvements for the Complex/Center using methodologies, standard operating procedures and best practices that includes the following elements:
- Operational efficiencies
 - Prevention of defective equipment
 - Cost management
 - Rapid response
 - Reduction of system failures
 - Protection of the City's capital investment
- 6.23 Booking/Event Content Plan: Describe in detail how the Proposer would maintain and increase the booking of events from historic levels including, but not limited to, the following:
- Touring shows including concerts, entertainment, family shows, sports and special entertainment events
 - Flat floor events including conventions, conferences, banquets, receptions, consumer and trade shows
 - Tenant and performing arts resident events
 - ACC, NCAA and other Conference tournaments and competitions
 - Sports Tourism including AAU, scholastic, youth tournaments and competitions
 - Community events including banquets, receptions, meetings, civic events, high school graduations
 - Local and regional events such as consumer shows, trade shows, high school graduations and university commencements
 - City-wide events including, but not limited to, the Central Carolina Festival and Central Carolina Fair
- 6.24 Marketing Plan(s): Provide one or more specific marketing, promotion and public relations plans that would be tailored to drive ticket sales, attendance and ancillary revenue streams for the Complex/Center and its tenants. The plan should include the following: group sales, media buying, social media strategies, promotional tie-ins, public relations strategies, event sponsorship and related expenses. In addition, provide a sample marketing plan for one or more high-profile events that have taken place in the facilities the Proposer manages. Describe the ticket sales results for the event.
- 6.25 Information Technology: Describe your Company's solution to update or enhance technology currently in use. Describe how your technology solution at other managed venues maximizes the use of technology to provide quality products, services and experiences for guests.
- 6.26 Fiscal Policies and Procedures: Provide policies and procedures for accounting, cash handling, banking, auditing and reporting to the City. Any written policies of the Proposer relating to such fiscal procedures should be attached to the Proposal as an Exhibit. The Preferred Proposer will be required to cooperate in the conduct

of all audits of Proposer scheduled by the City, its agents, the City's department of audits, independent auditors, or government auditors or investigators.

- 6.27 Guest Services Program: Describe in detail your Guest Services philosophy and program. Describe your procedures for addressing customer complaints and re-connecting with customers. Provide one or more examples of a Guest Services program from other Company operations.
- 6.28 Personnel Policies and Procedures: Provide a copy of the Company's personnel policies regarding affirmative action, hiring, criminal background checks, drug testing, wage rates, assignments, training, promotion, employee benefits, employee safety, discipline, retention, supervision, evaluation, retirement and termination.
- 6.29 Transition Plan for Existing Employees: Pursuant to the City's Reduction in Force ("RIF") Policy, the Company will be required to maintain all of the City's employees of the Complex/Center for the first six months after the Company is awarded the contract, and during this six month period, the Company will determine which, if any, of the Complex/Center employees it will choose to keep as the Company's employees under such terms and conditions as the Company shall choose to maintain. Provide a detailed plan for existing employees that includes at least the following elements:
- The process by which the Company will work with various City departments on the transitioning of employees
 - The Company's plan for maintaining and retaining current employees
 - The Company's plan for retention of existing labor agreements
 - The resumes of corporate staff that would be assigned to transition existing employees
- 6.30 In addition to its response to the Services, a Proposer is encouraged to provide alternative creative approaches regarding future investment in securing additional tenant(s) and/or enhancements to facilities, food & beverage operations, programming content, etc.). The City may choose to accept, or decline to accept, such creative alternatives. A decision by the City to decline such proposed alternatives does not preclude the City from accepting all other components offered in the Proposer's submittal.
- 6.31 Insurance Requirements: Proposer shall describe the kind and amount of commercial liability insurance coverage and all other insurance coverage currently and/or routinely carried by the Proposer. The City's current requirements are as follows:
- A Commercial General Liability Policy. A Commercial General Liability insurance policy with minimum limits of Five Million Dollars (\$5,000,000) for each occurrence, Personal Injury & Advertising, General Aggregate (per location), and Products and

Completed Operations aggregate. The General Liability Policy shall be written on an occurrence basis and unless otherwise agreed to by the Owner, limited to the Complex/Center, naming Manager as the named insured (with the effect that the Manager and the employees are covered) and the Owner and Owner Indemnities as additional named insureds, affording protection against liability arising out of personal injury, bodily injury and death and/or property damage occurring in, upon or about the Complex/Center, or use by any of the Manager's or any invitees, employees, independent contractors or any other person acting for the Manager or under its control or direction and containing provisions for the severability of interests. The General Liability policy shall be in the amount and such policy limits so that the coverage and limits are adequate to maintain the Excess/Umbrella Policy (defined below) without gaps in coverage between the General Liability Policy and the Excess/Umbrella Policy. The General Liability policy coverage shall include, but not be limited to, coverage for premises and operations liability, independent contractors' liability, completed operations liability, contractual liability, personal injury liability, products and broad form property damage liability.

- Excess/Umbrella Policy. An excess or umbrella liability insurance policy written on an occurrence basis, in an amount not less than Twenty-Five Million (\$25,000,000) per occurrence and in the aggregate for personal injury, bodily injury and death and/or property damage liability combined, such policy to be written on an excess basis above the coverages required herein above (specifically listing each underlying policies) and following the form of each underlying policies including the requirement to include the Owner as an additional named insured. Every five (5) years during the term the amount of Excess/Umbrella Policy shall be adjusted by the CPI Index as of the end of the seventh year by multiplying the initial Twenty-Five Million (\$25,000,000) amount of such policy by such CPI Index (rounded to the nearest millionth dollar).
- Professional Liability Insurance, protecting the Owner from liability arising out of the performance of the professional services under this Agreement. Such coverage shall be in the sum of not less than One Million Dollars (\$1,000,000) except that such insurance may be subject to deductible clauses not to exceed \$100,000 in the aggregate.
- Statutory Workers' Compensation and Employers' Liability with minimum limit of \$1,000,000 bodily injury by accident, each accident; \$1,000,000 bodily injury by disease, each employee; and \$1,000,000 bodily injury by disease, policy limit. Worker's

Compensation Insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than \$100,000 for each occurrence. In case any work is subcontracted under this Agreement, the Contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the subcontractor's employees to be engaged in such work. This Agreement shall be void and of no effect unless the Contractor shall secure and keep in effect during the term of this Agreement the Contractor's compliance with the provisions of the Worker's Compensation laws of the State of North Carolina.

- Manager shall obtain, or cause the food and beverage operator to obtain, Liquor Liability Insurance as well as any bonding required by law affording coverage in at least the following amounts. \$1,000,000 per person, Bodily Injury; \$1,000,000 per accident, Bodily Injury; \$1,000,000 per accident, Property Damage; and \$1,000,000 per Loss of Means of Support. In the event that such coverage is provided on a "combined limit" rather than on a "split limits" basis, coverage shall be in the amount of at least \$2,000,000 Bodily Injury and Property Damage combined each occurrence. If such Liquor Liability Insurance, whether provided on a "split limits" or "combined limit" basis, is subject to the aggregate limit, such aggregate limit shall be at least \$2,000,000. In the event that the Liquor Liability Insurance is provided under the same policy as the insured's General Liability Policy, with a combined aggregate limit applying to both types of coverage, then such combined aggregate limit shall be at least \$10,000,000.
- Tenant Professional Liability Insurance of not less than Five Million Dollars (\$5,000,000) with minimum of \$1,000,000 for each occurrence.
- Pollution Legal Liability Insurance with a minimum limit of \$2,000,000 per occurrence and in the aggregate. Pollution Legal Liability Insurance shall cover bodily injury, property damage, clean-up costs/remediation expenses and legal defense costs for new pollution conditions both on and off-site. If Manager's operations include loading, unloading or transportation of any waste or hazardous materials to or from the Premises, this insurance shall expressly include such activities and any non-owned facilities/sites utilized for the disposal of wastes or hazardous materials transported from the Premises. If the Premises contains any underground storage tank(s), this insurance shall expressly include such tanks.
- Business Automobile Liability coverage covering owned, non-owned, hired vehicles and trailers used in connection with this

project. This insurance shall provide bodily injury and property damages limits of not less than \$1,000,000 combined single limit/aggregate with minimum limits for bodily injury liability to the greater of (A) Five Hundred Thousand Dollars (\$500,000) for each person and One Million Dollars (\$1,000,000) for each accident and a minimum limit of One Hundred Thousand Dollars (\$100,000) for property damage liability for each accident. This coverage may alternately be provided with a minimum combined single limit of One Million Dollars (\$1,000,000) for bodily injury liability and property damage for each accident, or (B) the minimum underlying limits required by the Umbrella/Excess policy.

- Crime/Blanket bond insurance. This bond or policy is to be written to cover the City for all of City's property and cash in Contractor's care, custody and control. The certificate shall also indicate that in the event of cancellation of any of the policies, or reduction in coverage under same, 30 days prior written notice of cancellation or change in coverage will be given to City of Greensboro's Finance Office.
- Employee Benefit Insurance – as required by applicable state and federal laws;
- Other Insurance. The Manager shall maintain such additional and other insurance coverages as the City may reasonably require throughout the Term.

6.32 Compliance with City and State Laws: Each Proposer must warrant in its Proposal and in the performance of an award as a result of this Proposal that it has complied and will comply with all applicable federal, state, city and local laws, ordinances and all lawful orders, rules and regulations thereunder. The Proposer agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including, but not limited to, not discriminating against any employee or applicant for employment because of race, color, creed, religion, sexual orientation, national origin, sex, age, disability or veteran status. The Proposer further agrees that every sub-contract for any ensuing order will contain a provision requiring non-discrimination in employment as specified above. Any breach thereof may be regarded as material breach of contract or purchase order and cause for cancellation. Proposers are encouraged to familiarize themselves with the applicable laws, regulations and City policies in the preparation of their Proposals.

6.33 Surety or Performance Bond: The Preferred Proposer will be required to provide the City with a surety or performance bond in the amount of \$500,000 to be maintained throughout the Agreement. In lieu of a surety or performance bond, the City is willing to consider the deposit in the same amount into an escrow account

with a third party if funds will be made available directly to the City if conditions are met.

Section 7: EVALUATION OF PROPOSALS

- 7.1 A review committee will evaluate Proposer Proposals submitted in response to this RFP. The purpose of the review process is to objectively analyze submittals to narrow the list of Proposers to those companies best qualified to provide the services for the City. The committee will then select the Proposal that best meets the goals and criteria outlined in this RFP. Once a Preferred Proposer is selected and recommended to City Council for final approval, the City will then enter into a negotiation for a contract.
- 7.2 Proposers selected after preliminary review of Proposals may be asked for further information, asked to give an oral presentation and/or asked to facilitate a visit to one or more of its accounts for the review committee or select members of said committee.
- 7.3 The City reserves the right to reject any and all Proposals and to waive any omissions, defects or informalities in any Proposal. The City will select or reject any Proposal based on its judgment as to what is in the best interest of the City as whole, to further negotiate details, and to select the most responsive and responsible Proposal.
- 7.4 The successful Proposer will be presented to City Council for approval. Once City Council has approved the successful Proposer, unsuccessful proposers will be notified.
- 7.5 The review committee will evaluate the Proposals according, but not limited to, the following general criteria:

Relevant Operating Experience - 30%

The Proposer’s relevant experience, qualifications, and success in providing the required Services discussed in the RFP. The Proposal demonstrates the Proposer’s extensive experience with the management, booking and operation of public assembly facilities including accounts where the Proposer manages multiple venues that are similar in size and orientation to the Complex/Center.

Proposal Approach and Responsiveness – 30%

The quality and delivery of the Proposal, specifically, responsiveness to the requirements of this RFP, the M/WBE plan and the adequacy of information provided including the operating plan to assist the City in meeting its goals and objectives for the management and operation of the Complex/Center.

Strength of the Financial Proposal – 30%

The strength of the Proposer's Financial Proposal including a viable financial proforma, the level of financial investment and the contractual terms that would govern the relationship between the City and the Proposer.

Interview – 10%

The extent to which the interview communicates and meets the requirements described in the RFP.

- 7.6 Proposers are cautioned to not have any discussions regarding this bid with anyone outside their own company with the exception of the City's designated representative. Any such unauthorized discussions could be considered grounds for disqualification of a Proposer's proposal.
- 7.7 The City reserves the right to inspect a Proposer's existing accounts and to interview representatives of one or more of the Company's clients prior to award of this agreement. The City's representative(s) may visit one or more of the Proposer's existing accounts.
- 7.8 During this evaluation period, the City will not disclose any information derived from Proposals submitted, or from discussions with other Proposers.
- 7.9 Selection will be based upon the negotiation of a mutually acceptable contract with the highest ranked Proposer. If a mutually acceptable contract with the highest evaluated Proposer cannot be negotiated, the City will negotiate with the next highest evaluated Proposer, and so forth, until a mutually acceptable contract is reached.
- 7.10 Once an award is made and announced, proposal documents are public record and will be disclosed upon request pursuant to North Carolina General Law.

Section 8: GENERAL CONDITIONS and TERMS OF PROPOSALS AND MANAGEMENT AGREEMENT

This Request for Proposals is an invitation by the City for Proposers to submit a competitive offer, which may be subject to subsequent discussions and negotiations by the City and the Preferred Proposer.

- 8.1 “Proposal(s)” or “Submission(s)” means any document, submittal, interview, presentation, discussion, negotiation, and everything and anything provided in response to this RFP regardless of whether the Proposal or Submission and subsequent discussion is of an oral nature.
- 8.2 The City shall have the right to request additional information from, and review additional records, of any or all Proposers and failure or refusal to comply with such requests may result in elimination from further consideration.
- 8.3 The City, in its sole discretion, may interview none, one, some, or all of the Proposers who submit responses to this RFP. The City may also require a Proposer to submit additional information.
- 8.4 The City may, in its sole and absolute discretion, reject any and all, or parts of any or all Proposals and to waive any omissions, defects or informalities in any Proposal.
- 8.5 The City may re-advertise this RFP, may postpone or cancel it at any time; or change, adjust or modify the terms of the RFP.
- 8.6 This RFP may be reissued, amended, or withdrawn if it is deemed in the best interest of the City to do so, or if, in the sole and absolute judgment of the City (in consultation with its advisors), all responses are unacceptable or undesirable. The City retains the right to reject any and all Submissions at the City’s sole discretion and retains the right to re-solicit for Submissions if deemed by it to be in its best interest.
- 8.7 The City may select or reject any Proposal based on its judgment as to what is in the best interest of the City as whole, to further negotiate details, and to select the most responsive and responsible Proposal.
- 8.8 Proposer agrees that its Submission shall constitute a firm irrevocable offer to the City that the Proposer shall not withdraw or modify without the City’s approval for one hundred eighty (180) days after the proposal due date. Proposer agrees that even if the City negotiates or makes a counter offer to Proposer on Proposer's original Proposal or any subsequent Proposal submitted by Proposer to the City, Proposer hereby grants to the City, in the City 's sole discretion, the unconditional

- right for the City to accept Proposer's original Proposal and the City 's negotiation or counter offer shall not be deemed to be a rejection of the Proposer's original offer, or a waiver of the Proposer's obligation to honor its original offer for such period of 180 days.
- 8.9 Proposers shall be solely responsible for the submission of their Proposals in the manner and time prescribed.
- 8.10 All Submissions must be delivered according to the instructions herein. Each Submission must comply with the requirements set forth in this RFP, any amendments and any written responses from the City to Proposer inquiries. In addition, selected Proposers will be expected to make oral presentations of their Proposals.
- 8.11 A Submission found to be non-responsive will not be considered. A Submission may be rejected if it does not conform to the requirements and instructions of the RFP.
- 8.12 The City shall have the right to request additional information from, and review additional records of any or all Proposers, prior to the City's selection of a Preferred Proposer. A Proposer's failure to comply with such requests may result in elimination from further consideration.
- 8.13 A Representative(s) from City of Greensboro reserve the right to inspect Proposers' existing accounts and to interview representatives of existing accounts prior to award of this agreement.
- 8.14 The City is an Equal Opportunity and Affirmative Action employer and does not discriminate in its hiring, employment, or business practices. The City is committed to complying with the Americans with Disabilities Act of 1990 and does not discriminate on the basis of disability in admission to, access to, or operation of its programs, services or activities.
- 8.15 The Preferred Proposer will be expected to manage the Services and the Complex/Center in a manner that allows for complete transparency in all business matters between the City and the Preferred Proposer.
- 8.16 The Preferred Proposer will be required to cooperate in the conduct of all audits of the Proposer's services scheduled by the City, its agents, the City's Department of Audits, independent auditors, or government auditors or investigators. If any such audit discloses a deficiency, Proposer will be required to promptly pay to the City any deficiency, and the cost of the audit.

Section 9: GENERAL TERMS

- 9.1 **Representatives:** The City and the Preferred Proposer will identify a representative(s) to be responsible for the development of the Agreement, which will memorialize the Proposal submitted, as well as representative(s) to be responsible for ongoing contract administration. The Proposer's representative(s) will be clearly identified in the Proposal. The City Attorney and the Coliseum's current Managing Director will serve as the City's representatives for contract development. The contract will be administered by the City Manager. If additional representation is needed, the City will provide a written hierarchical explanation of the representatives' roles. The City representatives or designees may visit one or more of the Proposer's accounts on behalf of the City as well as any other areas covered by this Proposal and the subsequent Agreement at any time during the term of the Agreement to evaluate the Preferred Proposer's performance.
- 9.2 **Compliance with Laws and Indemnification of City:** The Contractor shall comply with all applicable laws, rules, regulations, ordinances, orders or requirements of the State of North Carolina and any governmental authority relating to the delivery of the services specified in this Contract. The City may require the Contractor to pay fines, penalties, and damages that may arise out of or may be imposed because of, the Contractor's breach or failure to comply with the provisions of this Contract. Unless otherwise provided by law, the Contractor shall indemnify and hold harmless the City of Greensboro, its agents, officers and employees against any and all liability, loss, damages, penalties, costs or expenses for personal injury or damage to real or tangible personal property which the City, may sustain, incur or be required to pay, resulting from, arising out of, or in connection with the services performed or delivered under this Contract by reason of acts, inaction's, omissions, negligence, reckless or intentional misconduct of the Contractor, its agent(s), officers, employees or subcontractors; provided that the Contractor is notified of any claim within a reasonable time after the City becomes aware of it, and the Contractor is afforded an opportunity to participate in the defense of such claim. In such event, no negotiated settlement agreement shall be binding on the Contractor without the Contractor's concurrence.
- 9.3 **Liability:** The Company agrees that the City of Greensboro will not be held responsible for any loss due to theft or damage to material provided by the Company pursuant to the agreement.
- 9.4 The Company shall be responsible for compliance with all safety and security rules and regulations of the City during the conduct of its performance of the agreement.
- 9.5 The Company shall be obligated to comply with all federal, state and local laws, rules and regulations that may pertain to the agreement.

- 9.6 Governing Law: This agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.
- 9.7 CORI/SORI Checks: Preferred Proposers will be required, at their own expense, to obtain background information on any applicant or employee assigned to work at the Greensboro Coliseum Complex/Tanger Center for the Performing Arts under the awarded contract. Such background information should include, but not limited to, reference checks and verification of prior employment, and any information relevant to the applicant or employee's reliability and trustworthiness. In addition, Preferred Proposer must perform a Criminal Offender Record Investigation (C.O.R.I.) and Sexual Offender Record Investigation (S.O.R.I.) check for any employees to determine whether such employee should be assigned to work at the Greensboro Coliseum Complex/Tanger Center for the Performing Arts under this contract. In the event that such checks disclose a criminal record, the City shall have the right, at its sole discretion, to request that an employee or agent not be assigned to work at the Complex/Center.
- 9.8 Personnel operating at the Greensboro Coliseum Complex/Tanger Center for the Performing Arts must be dressed in clean, distinctive uniforms which will readily identify them as Company personnel. The Company's personnel are expected to conduct operations in an orderly manner so as not to annoy, disturb or be offensive to customers.
- 9.9 The Company is expected to exhibit the highest standards of professional behavior while performing work for the City. This includes, but is not limited to, no smoking, no use of alcohol or illegal drugs; no use of inappropriate language. No weapons are allowed on City property. Any inappropriate behavior may lead to removal of the Company.
- 9.10 All renovation work (non-maintenance) must be approved by the City's designated representative prior to implementation and must be completed in accordance with all City General Laws governing design and construction and in accordance with all applicable North Carolina State Building Codes. The operating budget must include all costs associated with the maintenance, renovation and operations of the Complex/Center.
- 9.11 Proposal must be signed by an official authorized to bind the vendor to its provisions.
- 9.12 This RFP document must be in accordance with requirements herein.
- 9.13 Proposals must remain valid for at least one hundred and eighty (180) calendar days from the deadline for proposal submission.

- 9.14 Late proposals will not be considered. When no proposals are received, in urgent circumstances the City may make an award based upon informed competition and without further advertising.
- 9.15 Any proposals may be withdrawn or modified prior to the date and time stated in the proposal for the opening of proposals. All must be done by sending an email to: James.dickens@greensboro-nc.gov.
- 9.16 Proposer Representations: Each Proposer by making its proposal represents that:
- The proposal document and requirements have been read and understood by the Proposer.
 - The Proposer's proposal is based upon the items described in the RFP documents and requirements without exceptions.
 - The Proposer's proposal has been arrived at independently and is submitted without collusion.
 - The contents of the proposal have not been disclosed by the Proposer nor to the best of its knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the Proposer, or its surety on any bond furnished herewith, and will not be disclosed to any such person prior to the opening of proposals.
 - No attempt has been made or will be made to induce any other person or firm not to submit a proposal.
- 9.17 Required Proposal Signature Forms: All Proposers are required to sign the following forms and submit them with their bid proposal.
- Exhibit A - Certification of State Tax Compliance (*Signature Required*).
 - Exhibit B – Anti-Collusion Form (*Signature Required*).

Proposal Offer Signature

Exhibit A

**CERTIFICATE OF COMPLIANCE WITH STATE TAX LAW AND
UNEMPLOYMENT COMPENSATION CONTRIBUTION**

Pursuant to _____,

I _____, authorized signatory for
Name & Title

_____ whose principal place of business is located at _____ do hereby certify under penalties of perjury that the above business has filed all state tax returns and paid all taxes as required by law and has complied with all state laws pertaining to contributions to the unemployment compensation fund and to payments in lieu of contributions.

The Business Organization Social Security Number or Federal Identification Number is _____.

Signed under the penalties of perjury this _____ day of _____, 2023.

Exhibit B
Certification of Non-Collusion

Proposers are required to sign below and submit this form with their bid.

A person submitting a bid or a proposal for the procurement or disposal of supplies or services to any governmental body shall certify in writing, on the bid or proposal, as follows:

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

*Authorized Signature**

Printed Name of person signing bid or proposal

Name of business

Signature Date