



REQUEST FOR PROPOSAL (“RFP”)

Master Planning and Market Study Service

Issued on March 11, 2024





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GREENVILLE ARENA DISTRICT

GENERAL TERMS & CONDITIONS FOR REQUEST FOR PROPOSALS

PART A: PROJECT INTRODUCTION

1. Introduction to the Greenville Arena District

The Greenville Arena District (“GAD”), a political subdivision of the State of South Carolina, has a strong tradition of bringing high quality entertainment to Greenville since 1940. State legislation forming Greenville Memorial Auditorium District (“GMAD”), which later became the Greenville Arena District, dates back to 1940. GMAD owned and operated Greenville Memorial Auditorium which opened in 1958 and changed to the Greenville Arena District in 1998 upon the construction and opening of the Bon Secours Wellness Arena (“BSWA” or “Arena”) (then known as the BI-LO Center). The GAD is governed by a nine (9) member Board of Directors, nominated by Greenville County (the “County”) Council and appointed by the Governor of South Carolina.

BSWA is located in award-winning downtown Greenville, SC. Greenville County boasts an unrivaled quality of life and is the most populous county in South Carolina with over 520,000 residents. The area is home to dozens of multinational corporations, including BMW Manufacturing, Michelin North America, GE Power, TD SYNEX Corporation, and Fluor Corporation, and is known for its booming economy and high paying jobs.

Greenville is positioned in the Greenville/Spartanburg/Anderson/Asheville DMA and is one of the fastest growing metropolitan areas in the US with a population of over 2 million making it the 37th ranked media market in the United States.

The BSWA is self-operated with a highly experienced full-time management team of 32 professionals, with a strong focus on long-term planning to ensure the Arena remains relevant, profitable, and viable for the future. BSWA continues to be a source of world-class sporting and live entertainment events year over year. The Arena hosts approximately 130 commercial/ticketed events each year, plus an additional 75-100 community/non-profit events annually.

With a maximum capacity of 15,500, diverse programming includes an average of 30 concerts per year, SEC Women’s Basketball Tournament, NCAA Basketball Tournament (Men’s 1st & 2nd Rounds, Women’s Regionals), Furman University Basketball (alternative home court), WWE, Disney on Ice, Cirque du Soleil, Monster Jam, Graduations, and the



Greenville Swamp Rabbits Hockey of the ECHL. Annual attendance is approximately 600,000 guests.

2. Request for Proposal

After celebrating the BSWA's 25th Anniversary in September 2023, the GAD is contemplating significant improvements and expansion of the BSWA to ensure its long-term success and market share growth in a very competitive Southeastern Region.

GAD re-imagines BSWA at the epicenter of a vibrant neighborhood serving as the gateway into our flourishing city. We envision elevating the visual appeal of the BSWA and expanded development of the campus that encompasses a cohesive theme, enhances BSWA's existing facilities and incorporates new, complimentary uses.

We seek to understand the viability of options, including but not limited to, the addition of spaces dedicated to live entertainment and music, flexible event and meeting venues, dining options, and accessible public areas guided by extensive stakeholder feedback and rigorous market analysis.

We are committed to creating a distinct destination that embodies a unique sense of place—a hub where individuals come together to enjoy, unwind, and create shared memories. Integral to this vision is fostering a seamless connection with Downtown Greenville, celebrating the distinctive essence and historical significance of the BSWA, and reinforcing its role as a cornerstone of our community's identity.

3. Overview of the Project

The GAD is requesting responses to this RFP from qualified firms to provide (each a "Project Element"):

- a. Master planning services related to the betterment, expansion, advancement and improvement of Bon Secours Wellness Arena.**
- b. Additional Master planning of the GAD's campus.**
- c. Relevant market studies and economic impact studies to include analysis of current arena operations, other Southeast markets, and existing and new (under construction or in the planning process) venues that will play a competitive role in how the arena and possible new venue(s) compete for programming.**

If determined by Proposer as advantageous, Proposers may submit responses that include multiple firms, working as a unified group, that focus on different elements and areas of expertise ("Proposer Team").

Scope of Work ("Project Scope") It is anticipated that the Project will include multiple tasks as described below. Elements identified below may be eliminated or reduced for this particular project based on the available budget and established priorities. Final elements will be determined during contract



negotiations with the selected Proper or Proposer Team , when the project budget will be provided.

A. Master Planning Services of Bon Secours Wellness Arena

The BSWA is the source of live entertainment in Upstate South Carolina, and this RFP seeks to identify the best team of experts to envision and plan for the long-term viability of the Arena and to maintain a strong competitive advantage in the Southeast and beyond.

1. Identify design changes and enhancements to the Arena to improve upon the following (in no certain order):
 - Fan experience (food and beverage options, size of concourse space and amenities for a growing market like Greenville, traffic & parking, ingress/egress, seating, technology, etc.),
 - Client Experience (back-of-house amenities, space requirements, loading dock/dock-bays, office, rigging capabilities, production, technology, etc.),
 - Expanded Programming (flexible event space, meeting space, small configuration programming, and/or exhibition space),
 - Revenue Generation (premium areas, sponsorship inventory, etc.),
 - Operational Efficiencies,
 - Sustainability Best Practices,
 - Safety and Security,
 - Enhancements to continue attracting top-notch talent to the community
 - And other objectives as determined by the working group.
2. Gain input, through surveys and/or meetings, from Arena users (promoters, event organizers, artist management, guests, etc.) and incorporate relevant feedback into the design program.
3. Identify long-term capital needs and cost projections of the Arena.
4. Establish a final design program and evaluation criteria for master plan.
5. Prepare a narrative which summarizes the existing conditions, design recommendations, construction cost estimates, operational/maintenance cost models (for each alternative), regulatory criteria, and issues which require further study at the next stage of project development.



B. Additional Master planning of the GAD's campus

While the Arena is programmed approximately 110-120 nights per year (130 events), the neighborhood lacks activity before and after Arena events and on non-event days. This portion of the project envisions a more vibrant neighborhood with additional offerings on GAD's campus that are complementary, or an extension of, the Arena's current programming.

1. Identify campus development opportunities that are complementary to BSWA's current operations, that create a sense of place with a unique identity, and that enable the facility to remain a hub for live entertainment, music, culture, and large gatherings.
2. Establish the final design program and evaluation criteria for master plan design alternatives.
3. Prepare three (3) master plan design alternatives based upon the approved design program, which contemplate:
 - a. use of real property surrounding the BSWA and whether the GAD should acquire real property, as available, to support the master plan design.
 - b. the recommended design changes of the BSWA.
 - c. integration and collaboration with surrounding areas and neighborhoods.
 - d. transportation, traffic, and parking options.
4. Prepare a narrative which summarizes the existing conditions, design alternatives, construction cost estimates, operational/maintenance cost models (for each alternative), regulatory criteria, and issues which require further study at the next stage of project development.
5. Meet with the stakeholders to review design alternatives.
6. Conduct community outreach to solicit input on the master plan design alternatives.
7. Solicit input from SCDOT and City of Greenville and Greenville County parking and transportation divisions as part of the outreach strategy
8. Create a draft master plan (the *Consensus Plan*) based upon the preferred elements from the alternative designs that is consistent with the approved design program and direction from community outreach and stakeholders.
9. Update cost estimate and maintenance/operational cost model to fit Consensus Plan design.
10. Create a draft implementation strategy/phasing program for the future needs of the GAD that identifies priorities for improvements,



responsibilities for improvements and a timeline for implementing improvements (combining Section A and Section B).

11. Attend meetings with the stakeholders to review Consensus Plan and phasing program.
12. Refine the Consensus Plan, phasing and cost estimates, incorporating gathered input from all stakeholders.
13. Meet with the stakeholders to review the updated Consensus Plan (the "*Final Master Plan*").
14. Present the Final Master Plan to the GAD Board

C. Market Studies - the Proposer or Proposer Team selected will be required to perform the following tasks:

1. Conduct an economic and fiscal impact analysis of BSWA based on current operating levels. The analysis shall include the effects of direct, indirect, and induced economic activity, tax revenues, hotel room nights, job creation, and related impacts on the County and the City of Greenville (the "City").
 - Prepare a full economic impact study report and an executive summary.
2. Market demand analysis including a review of comparable arenas, including review of modern amenities deemed most essential to current arena operations.
3. Estimated economic and fiscal impacts resulting from execution of updated design of the BSWA.
4. Estimated economic and fiscal impacts resulting from the implementation of the Final Master Plan.
5. General market and viability study to determine the best possible outcomes for GAD and its stakeholders. The analysis should factor in existing event activity from BSWA, CCNB Amphitheatre (located in Simpsonville, SC within the County), The Peace Center (located in the City's downtown), Greenville Convention Center, Furman University's Timmons Arena, and private planned downtown venues, such as the Trueline Music Venue.
6. Review of existing studies or plans relevant to this RFP made available by the GAD or its stakeholders:
 - Gateway Corridor Plan (2021),
 - Cultural Corridor Plan (City of Greenville),
 - Downtown Greenville Strategic Master Plan, and



- GAD Capital Improvement Plan.

7. Conduct a community survey for insight into what patrons do or do not like currently, what they would like to see, etc.

D. Presentations - Factor in presentations to City Council, County Council, other community groups, and Design Review Board, as the property is zoned MX-D "Mixed-Use Downtown" and is subject to the Downtown Design Guidelines.

4. Addenda

1. If the GAD determines that it is necessary or desirable to modify terms, conditions or requirements of this RFP, the GAD will do so by issuing one or more addenda (each an "*Addendum*" and collectively, "*Addenda*").
2. The GAD shall provide notice of the availability of an Addendum on the GAD website. Proposers will be responsible for ensuring that they receive all Addenda in full.

5. Non-Reliance

The GAD does not:

- Make (and will not be deemed to have made) any representation, warranty or guaranty as to the accuracy, completeness, utility or relevance of any information or materials provided in this RFP or otherwise in connection with the Contract;
- Have (and will not be deemed to have) any obligation to update any such information or materials, the contents of which may reflect information available as of the date that it was prepared or as of such other date indicated therein; or
- Retain responsibility or liability (and will not be deemed to retain such responsibility or liability) for any lack of accuracy, completeness, utility or relevance of, or for any interpretations of or conclusions drawn from, any such information and materials.

6. Procurement Schedule

The following represents the current schedule for the procurement process. The schedule is subject to change at the discretion of the GAD.

Milestone	Date and Time
RFP Issued	March 11, 2024
Pre-Proposal Informational Presentation	March 21, 2024 @ 3pm (Virtual) Virtual Link will be on www.bonsecoursarena.com/info/greenvillearenadistrict https://greenvillearenadistrict.com
Final Deadline for RFP Comments/Questions	March 27, 2024
GAD Responses to Comments/Questions	March 29, 2024
Proposal Due Date	April 26, 2024
Interviews (if any, as determined in GAD's Sole Discretion)	May 2-3, 2024
Contract Negotiation	May 6-7, 2024
Award (anticipated)	May 8, 2024



[END OF SECTION]



PART B: RFP PROCESS AND RULES GOVERNING PROPOSERS

1. Comments and Information

A. RFP Comments

- Proposers shall examine all RFP documents carefully and submit, in writing, any inquiry or request for interpretation or correction of any ambiguity, inconsistency, or error therein. A Proposer's failure to timely request a clarification, interpretation, or correction during the procurement process will preclude such Proposer from thereafter claiming any ambiguity, inconsistency, or error under the terms of the awarded contracts.
- In order to be considered by the GAD, RFP Comments must be submitted to the GAD's Point of Contact to the email address indicated in Section 2, with the subject line "GAD Master Planning RFP Comments of [*Proposer Name*]".
- All RFP Comments or Questions should be submitted by or before the time and date that is the applicable RFP Comment/Questions deadline set out in the Procurement Schedule. The GAD only commits to address RFP Comments or Questions received by or before such deadline.
- The GAD reserves the right to respond, or not respond, to RFP Comments or Questions. All the GAD responses to a Proposer's comments or questions on the RFP will be in writing by an addendum and will be provided to all prospective Proposers. In responding to RFP Comments or Questions, the GAD may consolidate or rewrite questions, and may issue multiple sets of questions and answers. Responses will not indicate which Proposer raised particular comments or questions. In accordance with Section A.4, only written interpretations, explanations, or correction issued as an Addendum shall be binding, and all Addenda shall be binding upon issuance.

B. Pre-Proposal Informational Presentation and Site Tour

- A virtual, non-mandatory pre-proposal informational presentation for Proposers will be held via videoconference at the date and time indicated in the Procurement Schedule. Proposers are responsible for ensuring the ability to use and attend such presentation, and the GAD will bear no responsibility and have no obligation to the Proposers for any technical or connectivity issues arising from the Proposer's use of videoconferencing software.
- Proposers are urged to fully acquaint themselves with the existing conditions for the proposed services.

C. Proposer Costs

Proposers are solely responsible for all costs and expenses of any nature associated with responding to this RFP, including attending any briefing(s),



workshop(s) or meeting(s), and/or providing supplemental information, as well as of preparing and submitting a Proposal, as applicable.

D. SC Freedom of Information Act, Proprietary and/or Confidential Information

Your proposal is a public document under the South Carolina Freedom of Information Act (FOIA), except as to information that may be exempt from disclosure under the FOIA in the GAD's sole discretion. GAD will produce copies of records in its custody related to the RFP unless records are exempt from disclosure under S.C.Code Ann. Section 30-4-40 in the GAD's sole discretion. By submitting a Proposal hereunder, Proposer's acknowledge and agree to the foregoing with respect to disclosures under FOIA.

1. If a Proposer believes that any portions of its Proposal or any other submission (including any RFP Comments) constitute trade secrets as defined under FOIA, it may request that the GAD withhold such portions of the Proposal or submission from public disclosure under FOIA by following the procedures set forth below and in Section:
 - Clearly mark all such portions of "Information Requested to be Withheld from Public Disclosure under FOIA" at the time the Proposal or submission is submitted, and with respect to the Proposal include an index of such information in the form of the Confidential Contents Index; and
 - With respect to the Proposal, provide an additional version of the Proposal submission in which the sections that are so marked have been redacted such that the redacted Proposal will be identical to that of the original Proposal in all respects other than the redaction of such marked sections.
2. Blanket designations that do not identify the specific information deemed confidential by the Proposer, may be cause for the GAD to treat the entire Proposal as public information.
3. If the GAD determines that a bona fide basis exists under law for the withholding of such marked sections from public disclosure under FOIA, the GAD will endeavor to withhold such materials from public disclosure to the extent permitted by law. However, anything herein to the contrary notwithstanding, under no circumstance will the GAD, its officers, agents, employees or consultants be responsible or liable to the Proposer or any other party for the disclosure of any such marked sections, whether the disclosure is deemed required by law, by an order of court, or occurs through inadvertence, mistake or negligence on the part of the State or its agents, employees or consultants.
4. In the event of litigation concerning the disclosure of any marked material submitted by a Proposer, the GAD's sole involvement will be as a stakeholder



retaining the material until otherwise ordered by a court, and the submitting Proposer will be responsible for otherwise prosecuting or defending any action concerning the materials at its sole expense and risk.

5. The submitting Proposer will (and, when submitting a Proposal or any other submission, will be deemed to have agreed to) indemnify, defend and hold harmless the GAD and its respective officers, agents, employees and consultants from and against any losses, costs or expenses any of them may incur in connection with any such litigation (including, without limitation, attorney's fees). This indemnification, defense and hold harmless obligation will survive any cancellation or termination of this procurement or any award and subsequent execution of a contract. Furthermore, in submitting a Proposal or any other submission, the Proposer agrees that this indemnification, defense and hold harmless survives as long as the deniable records are in possession of the GAD.

2. Representatives and Communications

A. Communications with the GAD

Proposers are advised that communication related to this RFP must be made to GAD's Procurement Officer, and GAD's Executive Assistant. The GAD's Procurement Officer and additional point of contact for this project are:

Adam Lambright, Director of Finance & Administration

E-mail: alambright@bswarena.com

Kim Silvers, Executive Assistant

E-mail: ksilvers@bswarena.com

Emails for questions related to this procurement should contain in the subject line "GAD Master Planning RFP" as well as "[Name of the Proposer]".

- All contacts by the Proposer from issuance of this RFP through Contract award shall be made only to the GAD's Procurement Officer.
- Other than oral inquiries which the GAD will entertain during meetings held in accordance with this RFP (if applicable), all inquiries regarding this RFP shall be made via e-mail and addressed to the GAD's Procurement Officer.

Offerors are specifically directed not to contact any other GAD personnel for meetings, conferences, or technical discussions related to this request unless otherwise stated in this RFP. Failure to adhere to this policy may be grounds for rejection of your proposal.

B. Organizational Changes

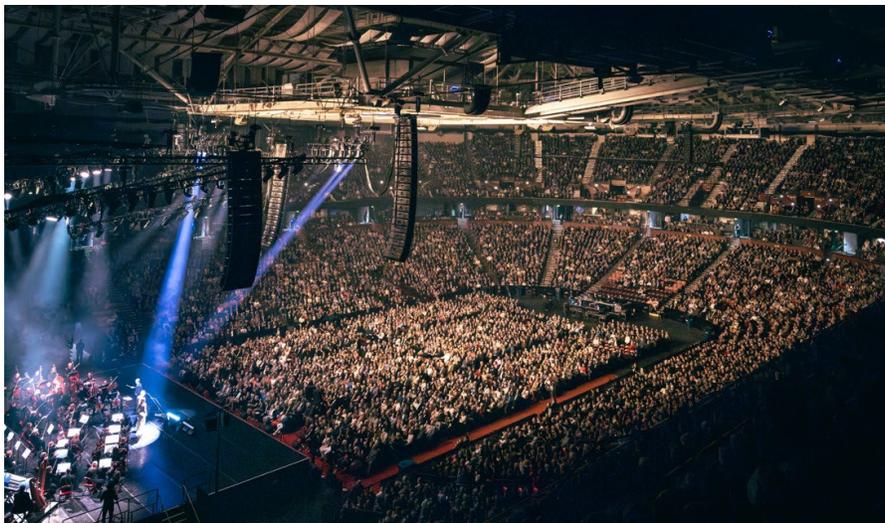
From the Proposal Due Date until Contract award, Proposers shall be prohibited from reorganizing the Proposer team to the extent that such reorganization would render the organizational charts and descriptions provided in its proposal inaccurate or incomplete, in the GAD's reasonable discretion, without the GAD's prior written consent ("Organizational Change").

C. Organizational Conflicts of Interest and Ineligible Firms

Obligation to Disclose Conflicts of Interest

1. Each Proposer is responsible for determining whether an actual, potential, or perceived organizational conflict of interest exists with respect to itself and its team members.
2. Each Proposer is required to disclose all relevant facts concerning any past, present or currently planned interests of the Proposer, its team members, and Affiliates which may present a conflict and to provide information regarding steps taken to mitigate the potential conflict.
3. The obligation to disclose actual, potential, and perceived organizational conflicts of interest is ongoing throughout the procurement. Proposers should undertake reasonable due diligence, including necessary conflict of searches, to determine whether new actual, potential, or perceived organizational conflicts of interest have arisen.
4. Review of Disclosures by the GAD.

Based upon a review of the information submitted by a Proposer, the GAD may determine that an actual or potential organizational conflict of interest exists. If this occurs, the GAD may identify any actions that must be taken to avoid, neutralize, or mitigate such conflict. Alternatively, the GAD may disqualify the Proposer as a result of the conflict or may advise the Proposer that a team member or members must be removed.





PART C: PROPOSAL SUBMITTAL REQUIREMENTS

1. Proposal Submission General Requirements

- A. Proposals for this solicitation will be accepted via email. All requested documentation must be received no later than 4:00 pm EST, April 26, 2024. Additionally, hard copies (3 sets) should be mailed or delivered to BSWA, Attn: Adam Lambright, 650 N. Academy St., Greenville, SC 29601.
- B. The subject line of emails containing proposals should read RFP FOR GAD MASTER PLANNING AND MARKET STUDY.
- C. Proposals shall not exceed fifty (50) pages, excluding cover, divider pages, and required form(s).
- D. Except as otherwise provided in the RFP, Proposals will become the property of the GAD, and copies of each Proposal may be retained by the GAD after the Proposal evaluation process is completed.

2. Proposal Validity and Insurance Requirements

Proposal Validity Period

Each Proposal shall remain valid for acceptance by the GAD for the duration of the period commencing at the Proposal Due Date and ending on (and including) the earliest to occur of:

- The date on which the GAD executes the Contract with the selected Proposer;
- The date on which the GAD publicly announces the cancellation of the procurement process described in this RFP; or
- The date to which the Proposer elects, in its sole discretion, to extend the validity of its Proposal.
- Before the expiration of the aforesaid period, a Proposal may be withdrawn by a Proposer by serving the GAD with a written notice of withdrawal. For such written notice of withdrawal to be effective, it must be clear, unequivocal and without conditions.

3. Proposal Content Requirements and Organization

The proposal format requirements were developed to aid Proposers in their proposal development. They also provide a structured format so reviewers can systematically evaluate several proposals. These directions apply to all proposals submitted.

The purpose of the Proposal is to demonstrate the professional qualifications, past project experiences, and knowledge within this industry. The proposal must address all the points outlined herein as required, in the following order.



- A. Cover Letter: A cover letter must be submitted with the proposal which shall include:
 - 1. The RFP Title “Master Planning and Market Study”.
 - 2. Name of the firm responding, including mailing address, email address, telephone number, and name of contact person or persons.
 - 3. A brief profile of the firm, outlining its history, philosophy, and target market of the firm or team. A brief description of why the Proposer is seeking the award, and how this project aligns with the Proposer’s organizational goals.
 - 4. The name of the person(s) authorized to make representations on behalf of the consultant, binding the firm to a contract.
- B. References: A minimum of three (3) references from past projects completed, that are similar in size and scope, must be provided.
 - 1. Describe the project’s scope and the consultant’s role in the project; include project budget, final costs, project timeline and reasons for any delays.
 - 2. Provide contact information including name of the client, address, telephone number, and email address; and
 - 3. Preference will be given towards projects completed by the proposed project manager within the past two (2) years.
- C. Project Understanding & Approach:
 - 1. Project approach, including both the conceptual design approach as well as any suggested refinements to the deliverables and tasks.
 - 2. A description of the recommended approach to facilitate meetings with GAD management and stakeholders.
 - 3. Provide a proposed Milestone Schedule that illustrates the total project time (in weeks) to complete this project beginning the day the Notice to Proceed is issued through the end of the Final Master Plan Design/Meeting Phase.
 - 4. The Proposer shall provide a narrative that details the management of the overall Project scope.
 - 5. The Proposer shall explain the Proposer’s organization, participants and experience, and identify the approach that the Proposer intends to use to oversee and manage execution of the work.
- D. Outreach Plan:
 - 1. The Proposer shall provide its approach to community and stakeholder outreach.
 - 2. The Proposer shall further include its approach to facilitating meetings with elected leaders, governmental employees, other governmental agencies, and developers.



E. Professional Qualifications and Experience:

1. A brief description of the lead firm, organization structure, location of principal offices, number of professional personnel.
2. A qualification summary containing a description of the firm's qualifications and the resumes of all key personnel including all outside consultants and/or sub-contractors to be employed on this project including their longevity with their respective firms and a brief description of their roles in the project.
3. The name and relevant experience of the principal in charge.
4. The name and relevant experience of the project manager, who will have direct and continued responsibility for the project. This person will be the GAD's contact on all matters related to the project and will handle all day-to-day activities from project initiation to completion.

4. Insurance Requirements

Proposers shall provide, as part of its Proposal, a letter from an acceptable insurance company or companies, as the case may be, which satisfactorily establishes to the GAD that such insurance company will issue the necessary insurance policies, or evidence of existing policies, as required in pursuant to this RFP for the Contract.

The insurance requirements for the Contract shall be as follows:

The Proposer shall procure and maintain insurance for the duration of the Contract against any and all claims for injuries to persons or damages to property which may in any way arise from, or in connection with, the performance of the Work hereunder by the Contractor, its subcontractors, employees, agents, or representatives for not less than any limits of liability shown below with a carrier authorized to do business in the State;

All coverage shall be primary and shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability;

Original endorsements, signed by a person authorized to bind coverage on its behalf, shall be furnished to the GAD by the successful Proposer;

Certificates of insurance shall be included by the Proposer with the following coverage:

- A. Commercial General Liability: Contractor shall maintain insurance for protection against all claims arising from injury to person or persons not in the employment of Contractor and against all claims resulting from damage to any property due to any act or omission of Contractor, its subcontractors, employees, agents, or representatives in the operation of the work or the



execution of the Contract. Contractor shall maintain general liability coverage required for a period of not less than five years after final completion of the Project. General liability coverage must include products or completed operations coverage. Where the Work to be performed involves excavation or other underground work or construction, the property damage insurance provided shall cover all claims due to destruction of subsurface property, such as wire, conduits, pipes, etc., caused by Contractor's operation. The minimum shall be as follows: bodily injury (injury or accident death) and property damage: \$1,000,000 per occurrence.

- B. Comprehensive Automobile Liability: Contractor shall maintain automobile liability insurance for protection against all claims arising from the use of vehicles, rented vehicles, or any other vehicle in the prosecution of the work included in the Contract. Such insurance shall cover the use of automobiles and trucks on and off the site of the Project. The minimum amounts of automobile liability insurance shall be as follows: bodily injury (injury or accident death) and property damage: \$1,000,000 combined single limit.
- C. South Carolina Workers' Compensation Insurance: Contractor shall maintain workers' compensation insurance for all of Contractor's employees who are in any way connected with performance under the Contract. Such insurance shall comply with all applicable state laws and provide a waiver of subrogation against the GAD, its officers, officials, employees, agents, and representatives.
- D. Employer's Liability Insurance:
 - i. \$500,000 each accident
 - ii. \$500,000 disease each employee
 - iii. \$500,000 disease policy limit
- E. Professional Liability Insurance: If providing a professional service, the Contractor shall maintain professional liability insurance to cover errors or acts of omission by the Contractor, its subcontractors, employees, agents, and representations in the performance of its obligations herein: professional liability: \$1,000,000 per occurrence.

5. Form 1: Warranties & Representations

- Proposers shall include a completed Warranties & Representations Form as shown in Appendix B.



PART D: EVALUATION PROCESS AND CRITERIA

1. Overview of Evaluation Process

A. Evaluation Objectives and Approach

Proposals will be evaluated by the GAD and its evaluation committee to identify the Proposer or Proposer Team which is the most advantageous to GAD to undertake and successfully complete the project.

Without limiting the GAD's rights under the RFP, evaluation of each Proposal will be based on information submitted in that Proposal and any publicly available reports and filings, reference checks as applicable, and company or court records available to the GAD.

B. The GAD Rights During Evaluation Process

Right to Request Clarifications and Supplemental Information

The Proposer will provide accurate and complete information to GAD in its Proposal. If information is not accurate and complete, the GAD may either declare the Proposal non-responsive or notify the Proposer, which may be allowed to participate further in the procurement of the Contract if all information required is provided within the timeframe established by GAD. If a response is not provided within the timeframe specified by GAD, the Proposal may be declared non-responsive.

GAD may, at any time during the Proposal evaluation process request written clarification or additional information from a Proposer for any reason.

C. Presentation and Interviews

As part of the evaluation process, GAD may require, but is not obligated to, a Proposer to participate in a presentation and/or interview(s) to present its Proposal and how the Proposer will perform the work if selected. Presentations or interviews will be scheduled by the GAD's Procurement Officer.

D. Rights with Respect to Material Errors

In the event that a material error is discovered in the RFP during the Proposal evaluation process, without limiting its other reserved rights under this RFP, GAD may in its discretion issue an addendum to all Proposers that have submitted Proposals, requesting revised Proposals based upon the corrected RFP.

2. EVALUATION PROCESS

A. Evaluation Criteria

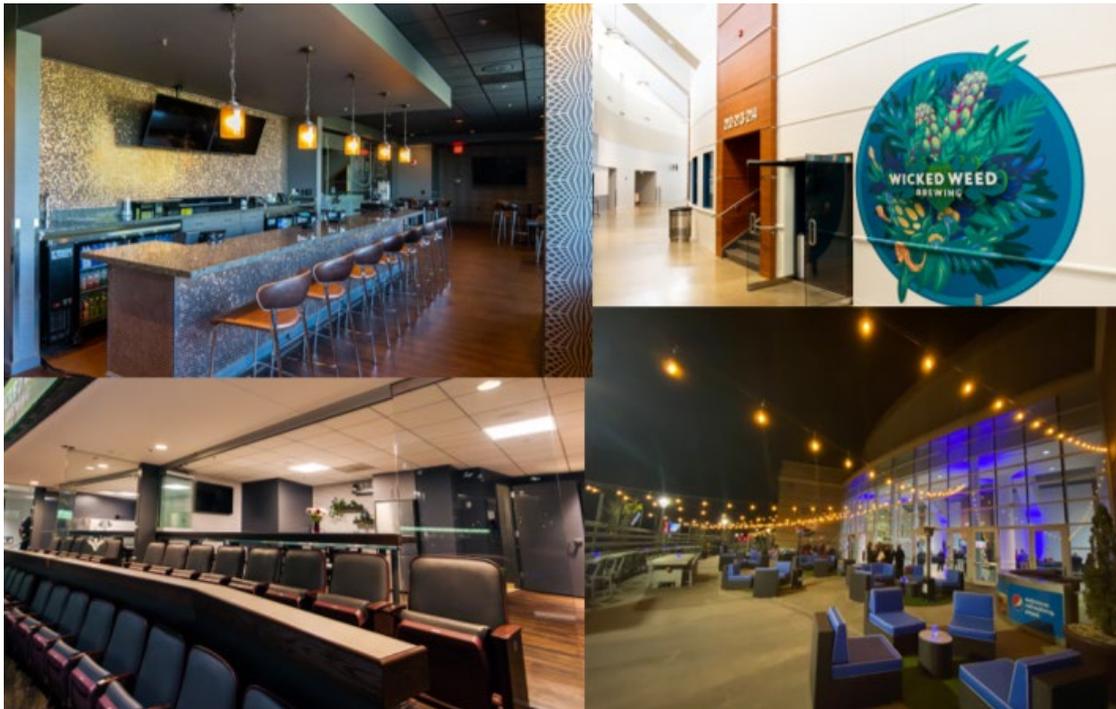
The GAD will evaluate each Proposal on a pass/fail basis for responsiveness of the Proposal to the RFP requirements. The initial pass/fail review will include the following in addition:

- the Proposal was submitted on or before the Proposal Due Date in accordance with the submission rules;
- the Proposal fully meets the applicable requirements of the RFP.

B. Substantive Evaluation of Proposals

A. General Approach

- The GAD will substantively evaluate each Proposal submitted by an eligible proposer that passes the initial pass/fail review, and which is not otherwise deemed non-compliant, by considering the merits of each Proposer's Proposal on the basis of qualification.
- Upon evaluating a Proposal, GAD may consider as relevant (or irrelevant) any component of that Proposal in its evaluation of any of the substantive valuation criteria referenced below. Furthermore, any components of a Proposal may be used for the evaluation of more than one such criteria. In evaluating a Proposal, GAD may consider as relevant (or irrelevant) any component of that Proposal in its evaluation of any of the substantive.





C. Proposal Evaluation

The GAD will evaluate Proposals based on the following criteria with associated maximum points for each such criteria as set forth below:

<u>Criteria</u>	<u>Maximum Points</u>
The Proposer's exhibited understanding of the scope of the Work and approach to meeting and exceeding the Project goals	30
Professional qualifications, technical capabilities, specialized knowledge and experience of project team	25
Experience working on similar projects including public agencies, sports and entertainment venues, and general public	25
Demonstrated ability to meet project schedules and complete the project within the design budget (based on staff reference checks)	10
Other factors as determined by the committee, ie. Knowledge of local issues, industry knowledge, organization and completeness of submission	10
<u>Maximum Points</u>	<u>100</u>

GAD reserves the right to determine that any Proposal which it deems unacceptable in one or more technical evaluation criteria will not be eligible for Contract award.

Unless GAD determines the need for interviews, the Proposer with the highest score shall be deemed to have submitted the most advantageous proposal and will receive notice of an intended award of a contract, and pending successful negotiations of such contract, GAD will award a contract to that Proposer. Should contract negotiations fail with the first-ranked

Proposer, GAD will enter into negotiations with the second ranked Proposer, and so on, until a contract is executed or the RFP cancelled.

D. Selection, Award, and Execution

GAD intends to award the Proposer offering the most advantageous Proposal.

GAD's evaluation committee shall review and evaluate the proposals. The evaluation committee shall complete evaluation forms giving consideration to information provided in the proposals.

The evaluation committee may elect to interview firms short listed, but reserves the right to award the contract based upon the review and ranking of proposals. If the GAD chooses to short-list and interview for this project, 15 additional points per evaluator will be allocated for this phase, and these points will be added to the totals from the initial review phase.

E. Contract Negotiation

Fee negotiations shall be conducted for performance of the contract at a price which is fair and reasonable. Should the evaluation committee be unable to negotiate a contract at a price that is fair and reasonable, negotiations shall be formally terminated with the highest ranked Proposer, and the Selection team shall have the option to commence negotiations with the second ranked Proposer.

The selected firm will be responsible for developing and submitting a detailed Project Scope and Time Schedule to be included in the contract documents. This scope and schedule shall be consistent with the requirements of this RFP and is subject to approval by the Stakeholder group.





PART E: GOVERNING LAW; PROTESTS; RESERVED RIGHTS

1. GOVERNING LAW

This RFP will be governed, construed and interpreted in accordance with the laws of the State of South Carolina without regard to any conflicts of law principles.

2. GAD'S RESERVED RIGHTS

In connection with the procurement described in this RFP, GAD reserves to itself any and all of the rights set out below and any other rights available to it under applicable law (any of which rights will be exercisable by GAD in its sole discretion, with or without cause and with or without notice). The rights referred to in the preceding sentence include the right to:

- A. Modify the procurement process described in this RFP (including as previously modified) to address:
 - 1. Applicable law;
 - 2. The best interests of the GAD; and/or
 - 3. Any concerns, conditions or requirements of any other State or Federal department or agency;
- B. In reviewing and/or evaluating Proposals:
 - 1. Reject any or all Proposals;
 - 2. Terminate evaluation of Proposals received at any time;
 - 3. Appoint selection or evaluation committees or teams to review Proposals and make recommendations, and seek the assistance of outside technical, financial, legal and other experts and consultants;
 - 4. Waive deficiencies, nonconformities, irregularities, and apparent clerical mistakes in a Proposal, accept and review a Proposal that it could otherwise have determined to have failed the evaluation or permit clarifications or additional information to be submitted with respect to a Proposal;
 - 5. Require confirmation of information submitted by a Proposer, require additional information from a Proposer concerning its Proposal or require additional evidence of qualifications to perform the work described in this RFP; and/or

if:

- 1. Only one Proposal is received; or
- 2. Only one Proposal satisfies all evaluation criteria,

then the GAD may take such steps as appear to be appropriate to it under the circumstances, including:



- a. Modifying any element of this RFP;
 - b. Seeking additional or updated Proposals, information or clarifications from other Proposers; or
 - c. Terminating this procurement;
- C. Refuse to consider a Proposal or reject a Proposal, including if such refusal or rejection is based upon any of the following:
1. Failure on the part of the Proposer to pay, satisfactorily settle, or provide security for the payment of claims for labor, equipment, material, supplies, or services legally due on previous or ongoing contracts with the GAD;
 2. Default on the part of the Proposer under previous contracts with the GAD or any other State agency;
 3. Unsatisfactory performance by the Proposer or a subcontractor under previous contracts with the GAD;
 4. Issuance of a notice of debarment or suspension to the Proposer;
 5. Submittal by the Proposer of more than one Proposal for the same work under the Proposer's own name or under a different name;
 6. Existence of an organizational conflict of interest as described in Section 8, or evidence of collusion between a prospective Proposer and other Proposer(s) in the preparation of a Proposal in connection with the instant procurement; and/or
 7. Failure of the Proposer to complete another contract, for which the Proposer is responsible, which in the judgment of the GAD might reasonably be expected to hinder or prevent the prompt completion of the Work if awarded to the Proposer as a Proposer.
- D. With respect to Proposer team membership:
1. Approve or disapprove the use of particular subcontractors and/or Key Personnel and/or substitutions and/or changes in Proposals;
 2. Disqualify any Proposer or any short-listed Proposer from the procurement process that changes its submittal after the Proposal Due Date without the GAD's approval or for violating any rules or requirements of the procurement specified in (A) this RFP, (B) any other communication from the GAD or (C) applicable law; and/or
 3. Accept, reject or seek additional information regarding a Proposer's request to make any Organizational Change;
- E. In otherwise conducting the procurement process under this RFP:
1. Issue addenda in accordance with Section 4.



2. Modify any and all dates set in this RFP;
 3. Add or delete Proposer responsibilities from the information contained in this RFP;
 4. Reject any and all submittals, response and, Proposals received at any time;
 5. Not select any Proposer;
 6. Accept improvements to, enhancements of or other revisions to any Proposal or alternate at any time if it deems such to be in its best interest;
 7. Suspend and terminate Contract negotiations at any time;
 8. Elect not to commence Contract negotiations;
 9. Revise the procurement documents in accordance with the completed negotiations with the successful Proposer and require such firm to execute the resultant contract documents or develop new contract documents reflecting the completed negotiations with the successful Proposer and require such firm to execute same; and/or
 10. Take such other action as may be in the best interests of the GAD consistent with the law;
- F. Procure and develop the Contract, including any portion thereof, in any manner that it deems necessary, including the right to:
1. Cancel the RFP;
 2. Modify the scope of the Work during the procurement process;
 3. Otherwise issue addenda, supplements and modifications to this RFP; or
 4. Issue a new request for qualifications or request for proposals after cancellation of this RFP.

[END OF SECTION]



APPENDIX A: ABBREVIATIONS AND DEFINITIONS AND RULES OF INTERPRETATION DEFINITIONS

Except as otherwise specified herein, or as the context may otherwise require, the following terms have the respective meanings set out below for all purposes of this RFP:

“Addendum” or **“Addenda”** has the meaning given to it in Part A.4.

“Affiliate” means:

- (a) In relation to any Person, any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person; and
- (b) In relation to any Principal or any Affiliate (as determined under clause (a) above) of the Principal, any Person in which such Principal or such Affiliate holds, directly or indirectly, beneficially or of record, 10% or more of the equity interest,

where for purposes of this definition, the term “control” means the possession, directly or indirectly, of the power to cause the direction of the management of a Person, whether through voting securities, by contract, by family relationship, or otherwise.

“Cover Letter” means Form 1 which is required to be submitted as part of a Proposal.

“Joint Venture” means a consortium, partnership, joint venture or any other unincorporated grouping acting together for a common purpose and each individual member or partner of such Joint Venture.

“GAD” has the meaning given to it in Part A.1.

“Official Representative” means the contact for Proposers with respect to this procurement and the RFP.

“Organizational Changes” has the meaning given to it in Part B.2.B.

“Person” means any individual or a corporation, sole proprietorship, limited liability company, joint venture, partnership or other legal entity.

“Principal” means any of the following entities:

- (a) The Proposer;
- (b) If the Proposer is a Joint Venture, any partner or any member of the Joint Venture; and/or
- (c) If the Proposer is not a Joint Venture, any Person holding (directly or indirectly) a 10% or greater equity interest in the Proposer, provided that, subject to any the GAD approved Organizational Change, Principals shall be the same entities as the “Principals” identified in Proposer’s SOQ.



“Procurement Officer” means one or more individuals designated by the GAD from time to time as the point(s) of contact for Proposers during the procurement, which individual’s contact information will be as provided in Part B.2.A.

“Project” means the development of a master plan and market study as set forth in this RFP.

“Proposal” means the proposal submitted by a Proposer in response to this RFP, including any revisions thereto. If the RFP requests submittal of best and final offers, the term “Proposal” means the best and final offer submitted by the Proposer, including any revisions thereto.

“Proposal Due Date” means the date and time on which Proposals in response to this RFP are due, which date and time are set out in Part C.1.A (as such date and time may be adjusted from time to time by the GAD in its sole discretion).

“Proposers” means one or more Proposers

“Request for Proposals” or **“RFP”** means this Request for Proposals.

“RFP Comments” means questions, comments, corrections, and/or requests for clarification submitted in writing by the Proposers in accordance with Part B.1.A.

“State” means the State of South Carolina.

“Work” means the services to be performed in furtherance of the Project as set forth herein.

RULES OF INTERPRETATION

GAD Discretion

Any reference in this RFP to the GAD having the right to exercise its “discretion” means the GAD having the right to exercise its sole and absolute discretion in regard to a particular decision or action, including the ability to refrain from taking any action and the ability (where appropriate) to impose any conditions in the exercise of such discretion.

Interpretation of Certain References, Terms, Phrases and Types of Language

Headings and Other Internal References

Headings are inserted for convenience only and will not affect interpretation of this RFP.

Except as otherwise expressly provided in this RFP, a reference to any Section, Part, Form, Appendix, Annex or Exhibit within this RFP, is a reference to the same in this RFP.

Lists and Use of the Term “Include”

In this RFP, when there are references with general words followed by a list, or a reference to a list, to make it clear that those general words “include” (or are “including”) the matters set out in that list, then the contents of the list shall not, and shall not be deemed to, limit the generality of those general words.

Number and Gender

In this RFP, terms defined in the singular have the corresponding plural meaning when used in the plural and vice versa, and words in one gender include all genders.

Professional Language and Terms of Art

Except as otherwise expressly provided in this RFP:

words and phrases not otherwise defined herein:

- That have well-known technical or construction industry meanings will be construed pursuant to such recognized meanings; and
- Of an accounting or financial nature will be construed pursuant to GAAP,
- In each case taking into account the context in which such words and phrases are used; and
- All statements of or references to, dollar amounts or money in this RFP, including references to “\$” and “dollars”, are to the lawful currency of the United States of America.

References to Agreements, Documents and Laws

Except as otherwise expressly provided in this RFP, any reference:

- To an agreement or other document will be construed to be a reference to such agreement or other document (including any schedules, annexes or exhibits thereto) as it may be amended, modified or supplemented from time to time in accordance with its terms; and
- To any law will be construed as a reference to such law, enactment, order, regulation or instrument as amended, replaced, consolidated or re-enacted from time to time.





APPENDIX B: FORM(S)

FORM 1: WARRANTIES AND REPRESENTATIONS

Proposer Name: []
Proposer Address: []
Date: []

Greenville Arena District
650 North Academy Street, Greenville, South Carolina 29601
Attention: []

Re. Submission of Proposal in connection with Greenville Arena District RFP for Master Planning and/or Market Study Services (the “Project”).

The undersigned (“Proposer”) submits this Proposal in response to the Request for Proposals by the Greenville Arena District Master Planning and Market Study Services Project dated March 11, 2024, issued by the Greenville Arena District (the “GAD”). Initially capitalized terms not otherwise defined in this Proposal have the meanings given in the RFP.

Enclosed, and by this reference incorporated in and made a part of this Proposals, are each of the submittals required in accordance with Part C of the RFP each as required to be submitted in accordance with the RFP. Proposer undertakes to keep the Proposal open for acceptance by the GAD initially for the Proposal validity period as established under Part C.2 of the RFP, without unilaterally varying or amending its terms and without making any Organizational Change without first obtaining the prior written consent of the GAD (which may be given or withheld at the sole discretion of the GAD).

The Proposer represents and warrants that:

- A. A Cover Letter is submitted as specified in section C.3.A;
- B. It has read the RFP and agrees to abide by the contents and terms of the RFP and the statements and commitments in the Proposer’s Proposal;
- C. This Proposal is submitted without reservations, qualifications, assumptions, deviations or conditions except, in the case of assumptions, to the extent expressly permitted by the RFP;
- D. Prior to the date hereof, the Proposer has conducted, and has had the opportunity to conduct, all due diligence that would be considered prudent and reasonable in preparing and submitting this Proposal; and
- E. Prior to the date hereof, as applicable, the Proposer has previously notified the GAD of any material deficiencies or inconsistencies in or omissions from the RFP.

Furthermore, the Proposer acknowledges and agrees:



- A. It has received all addenda to this RFP through and including Addendum No. [Proposer to insert number of last addendum issued or delete if no Addenda were issued];
- B. That the GAD will not be responsible for any acts, omissions, inaccuracies or incomplete statements in the RFP;
- C. That (i) all costs and expenses incurred by it in preparing this Proposal and participating in the procurement process will be borne solely by Proposer and (ii) it hereby acknowledges that it irrevocably waived and released any other right that it may have to recover the costs associated with the development of Proposer’s Proposal and/or costs otherwise incurred by it in participating in the procurement process; and
- D. That the GAD is not bound to award the Contract to any Proposer and may reject each Proposal that the GAD may receive.

This Proposal will be governed, construed, and interpreted in accordance with the laws of the State of South Carolina without regard to any conflicts of law principles.

Furthermore, by submitting this Proposal, the Proposer:

- A. Consents and submits to the exclusive jurisdiction of (i) any state court of competent jurisdiction located in Greenville County, South Carolina or (ii) the United States District Court of the District of South Carolina, in either case (i) or (ii) for any actions, suits or proceedings arising out of the RFP (and agrees not to commence any litigation relating thereto except in such courts; and
- B. Waives any objection to the laying of venue of any such litigation in such courts.

* * *

I hereby:

- A. Certify on behalf of the Proposer that the representations, certifications, statements, disclosures, authorizations and commitments made, and information contained, in the Proposal in respect of the Proposer have been authorized by such entity, and is or are correct, complete and not materially misleading; and
- B. Swear and affirm that I am authorized to act on behalf of the Proposer in signing and delivering this letter, and acknowledge that the GAD is relying on my representation to this effect.

Proposer: [insert name]

By: _____

Title: [insert title]

Date: [insert date]



Each of the undersigned:

A. Certifies on behalf of the entity for which he or she signs that:

1. The person named above is authorized by the relevant entity to sign this letter on behalf of the Proposer; and
2. The representations, certifications, statements, disclosures, authorizations and commitments made, and information contained, in the Proposal in respect of such entity for which he or she signs have been authorized by such entity, is or are correct, complete and not materially misleading; and

B. Swears and affirms that he or she is authorized to act on behalf of the entity for which he or she signs and acknowledges that the GAD is relying on his or her representation to this effect.

On behalf of: *[insert team member]*

By: _____

Title: *[insert title]*

Date: *[insert date]*