



Operations Management Services Request for Proposal

Grand River Center Conference and Education Center City of Dubuque, Iowa



Issue Date: October 11, 2022
Closing Date & Time: November 7, 2022; 2:00 pm

**Leisure Services Department
1157 Central Avenue
Dubuque, Iowa 52001-5016**

1.0 INTRODUCTION

The City of Dubuque, Iowa (the “City”) is soliciting competitive sealed proposals from qualified professional management firms capable of providing a full range of comprehensive management services with a well-proven track record of services consistent with generally accepted operation of a first-class conference and education center. This proposal is for the Grand River Center Conference and Education Center (“GRC”), located at 500 Bell Street in Dubuque, Iowa.

The City is seeking a professional, financially sound company and team to operate, market, and manage the GRC under contract with the City of Dubuque. The City invites management firms to create a proposal that would establish a relationship with the City that will be most beneficial to both the City and the management firm.

The GRC has been in operation since 2003. The three-story GRC provides breath-taking views of the Mississippi River and the Tri-State area. The center features an 86,000 square foot conference and meeting facility which includes a 30,000 square foot exhibit hall, a 12,000 square foot ballroom, and six meeting rooms. On the third floor, the River Room is an all-glass enclosure with a balcony jutting over the Riverwalk. The GRC also includes the grounds, sidewalks, common areas, lobby areas, executive offices, storage utility facilities kitchen, laundry, plus outdoor and covered parking areas. (Appendix F) The GRC’s patio is connected to the Port of Dubuque Riverwalk which parallels the mighty Mississippi River. The Riverwalk features [Art on the River](#), a juried public art exhibit that changes each year. Typically, two artworks are placed on the GRC property each year. The GRC is connected to the 193-room Grand Harbor Resort and Waterpark via an enclosed indoor skywalk. The Grand Harbor is privately owned and managed.

It is the goal of the City of Dubuque to advance the GRC as the high quality, multi-purpose meeting facility to meet the needs of conventions, trade shows, consumer shows, corporate meetings, and community events. The City of Dubuque will oversee and manage the contract of the selected operations management firm.

The City invites submittals from qualified firms that have proven experience in providing comprehensive management, marketing, and full-service operations at convention, education, or exhibition facilities in comparable or larger markets.

This Request for Proposal (RFP) is for consolidated services. That is, firms should be prepared to provide all management, marketing, and operations services. However, the City will consider a firm's use of affiliated companies, joint ventures, or subcontractors, to provide consolidated services.

At the conclusion of the RFP process described herein, and upon execution of an Operations Management Agreement (the “Agreement”), a firm will be selected for the comprehensive management, marketing, and operation of the GRC consistent with generally accepted operations of a first-class conference, convention, and education center. The selected firm will serve as an independent contractor of the City. The

management firm must function as the single point of responsibility for the City, under no circumstances shall the work or services covered by this agreement be subcontracted without prior approval of the City. Some of the responsibilities of the selected firm will include: budgeting; hiring and training of staff; the maintenance of the land, building, furniture, fixtures, and equipment; local, national, and international sales and marketing of the GRC; coordinating with the City and managing relationships with various product and service providers; coordination of GRC utilization, scheduling, negotiating, and licensing of events, and management of event parking and additional responsibilities that may be required in the Agreement. The City owns the GRC building, the land on which the building is situated, and related furniture, fixtures and equipment ("FF&E"). The selected firm shall furnish such personal property as may be required to carry out the firm's obligations (such as office supplies) and any other services as may be required by the Agreement or as otherwise agreed with the City. The selected Firm and General Manager will communicate with the Contract Administrator (currently the Leisure Services Manager).

Timeline for Services

It is the intent of the City that the new operations management agreement will begin at **12:01 a.m. on April 1, 2023.**

2.0 PROPOSAL GOALS AND OBJECTIVES

This RFP seeks proposals from qualified firms that will address the goals and objectives outlined in this RFP. The selected firm will provide turn-key operations management and marketing services.

The selected firm will be expected to complete the contracted scope of work within the timeframe, under the general direction and coordination of the City's Contract Administrator (currently Leisure Services Manager Marie Ware) and the City Manager, as authorized by the City Council.

The City has identified the following operational goals and objectives for the GRC. The intent is to achieve these goals in the timeliest and most cost-effective manner while providing the highest quality customer service. Firms should consider these goals an important part of the RFP process, as the ability to meet them will be carefully evaluated in the selection process.

- A. Manage day-to-day operations and maintenance of the GRC in a cost efficient, high quality, and efficient manner that meets the highest industry standard.
 - 1. Maximize direct spending benefitting the Dubuque economy.
 - 2. Maximize GRC revenue generation and minimize expenses through excellent management service.

3. Maximize the economic impact to the community, region, and state (via the accommodation of non-local events, trade shows, conferences, and meetings) and overall utilization of the facility, while focusing on minimizing the annual operating cost for the GRC.
 4. Achieve the greatest possible profitability while decreasing the GRC's cost impact on the City budget.
 5. Enhance usage of the GRC by developing and implementing initiatives to penetrate new markets, attract new events and activities, and promote the GRC.
 6. Develop and execute strategies to ensure the GRC is competitive with other conference centers in comparable markets and modify such strategies as market conditions and trends change.
 7. Partner with Travel Dubuque, local hotels and motels, and various tourist destinations to develop and execute mutually beneficial marketing strategies.
 8. Promote the business of existing local restaurant and retail establishments.
- B. Provide high quality food and beverage services, including full-service meal functions, concessions, and catering.
- C. Ensure that events, exhibitions, trade shows, and other meetings are attracted to and retained at the GRC by producing a customer-friendly, exhibitor-friendly, and cost-effective environment.
- D. Provide superior services to meeting planners, patrons, visitors, and other uses of the GRC by maximizing customer satisfaction as exhibited by an industry-wide positive image of the GRC and maximized re-bookings.
1. Develop, implement, and monitor internal and external, independent performance measures to gauge and report levels of customer service satisfaction in various metrics.
- E. Properly maintain and safeguard the City's capital investment in the GRC through the exercise of the highest standards of maintenance and preservation, including the development and maintenance of a rolling 5–10-year capital improvements budget and a well-established and documented maintenance plan.
- F. Recruit and develop a customer-friendly, service-oriented, well-trained labor workforce.
1. Include plan for taking affirmative action to ensure that all employment practices are free from such discrimination.

2. Include statement it is an Equal Opportunity or Affirmative Action employer.
- G. Work cooperatively with local organizations to attract and retain citywide events including national and international events, trade shows, and meetings.
1. Develop and enhance strong working relationships with the City, Travel Dubuque, Dubuque Main Street, Dubuque Area Chamber of Commerce, Greater Dubuque Development Corporation, the National Mississippi River Museum and Aquarium, and the Field of Dreams Movie Site.
 2. Cooperate with the neighboring Grand Harbor Resort and Waterpark to maximize the generation of hotel and motel room occupancy.
 3. Cooperate with other Dubuque hotel and motel operators to increase and maximize local and nearby hotel and motel occupancy.
- H. Respond to and support the ever-changing needs of the community and users of the facility with recommendations for expansion, renovations, and upgrades of services, technology, and equipment for first-class operations.
- I. Develop and establish open, clear, and responsive reporting systems with the City, utilizing measurable and reported performance metrics.
1. Meet and exceed benchmarks established in the Agreement and any adjustments thereto.
- J. Achieve and exceed goals and objectives in a professional manner, consistent with best industry practices and all applicable laws and ordinances.
- K. Develop and implement an annual marketing plan to attract national and international meetings, conferences, and conventions.

3.0 COMMUNITY BACKGROUND

The City of Dubuque is located on the Mississippi River in northeastern Iowa, directly adjacent to Illinois and Wisconsin. As Iowa's oldest city, Dubuque is a community well known for its historic and architectural beauty. The City is over 30 square miles in area, with a population of nearly 60,000. The community has a stable and diversified manufacturing base and a growing service sector. Dubuque is the major retail, medical, education, and employment center for the tri-state area. Tourism is a major economic force in the community.

The City of Dubuque is governed by an elected Mayor and City Council and managed by a City Manager. The City funds a full range of municipal services. City government works in collaboration and partnership with the private and non-profit sectors to promote economic development and sustainability. Downtown, neighborhood, and riverfront

planning, sustainability, and revitalization are long-standing priorities of the City. The [City's website](#) showcases and provides information on many aspects of the City's operations. [City Council goals and priorities](#) are available on the City's website.

The Mayor and City Council have identified becoming a more sustainable and resilient city as one of their top priorities for over 16 years. Implementation of a community-defined sustainability plan is among the Council's priorities. Find out more at www.sustainabledubuque.org.

The City is striving to be an equitable community of choice, one that is data driven, outcome focused, and built on the four pillars of sustainability, resiliency, equity, and compassion through people, partnerships, and planning.

The [Imagine Dubuque Comprehensive Plan](#) was adopted in 2017, following a year of community engagement that gathered over 12,500 ideas from more than 6,000 residents and stakeholders. The plan serves as a policy guide for the community's physical, social, and economic development. Implementation of the plan recommendations will rely on community participation, partnerships, and collaboration with residents and organizations. The goal is to create a more viable, livable, and equitable community. The [Call to Action](#) tracks progress on the Plan. Components of the plan are applicable to responses to the RFP.

60,000 people work in Dubuque County and Dubuque's largest employers include John Deere Dubuque Works, Dubuque Community Schools, MercyOne Dubuque Medical Center, Medical Associates Clinic, P.C. Unity Point Health-Finley Hospital, Cottingham and Butler, and Sedgwick, most of whom host events and activities at the Grand River Center. The City of Dubuque and the Greater Dubuque Development Corporation ("GDDC") are focused on the continued growth and expansion of current Dubuque County businesses, recruitment of a new workforce, and welcoming new businesses to the community. Dubuque is home to higher education opportunities, including the University of Dubuque, Clarke University, Loras College, Northeast Iowa Community College ("NICC"), and the neighboring University of Wisconsin-Platteville.

Dubuque has seen growth in its tourism industry year after year. [Travel Dubuque](#) has led award winning efforts showcasing all there is to do in Dubuque and the region. Dubuque's history as Iowa's first city and its beautiful historic architecture set Dubuque apart as a travel destination that brings over 2,000,000 visitors to the area each year. The National Mississippi River Museum and Aquarium is in the Port of Dubuque and is a major tourist attraction for the region. The GRC is located within easy walking distance to historic Main Street and the Millwork District. Over 50 murals are located throughout downtown and create a unique experience for travelers and visitors to the community. Viking River Cruises hosts national and international travelers and began docking this fall in the Port of Dubuque. Explore Travel Dubuque's website and social media for more information. The ever-expanding Field of Dreams Movie Site is just a quick 20-mile drive away and attracts many travelers to the region. Explore Travel Dubuque's website and social media pages for more information.

4.0 PROPOSAL SCOPE OF SERVICES

In preparing a response to this RFP, the firm should describe the means or strategy by which they would satisfy the scope of services. The final scope of services will be negotiated with the selected firm. The scope of services in this section is preliminary and may be modified during the selection and negotiation process. The City will evaluate submitted proposals and award an operations, management, and marketing agreement to selected firm based on the best proposed solution to each individual section listed below and in Section 2.0 Proposal Goals and Objectives.

The following outline represents the minimum components for performing the requested services.

A. Operation Management Services - Operation management services requires the professional management operator to manage, in the most efficient, high quality, and cost-effective manner possible, all aspects of GRC operations such as groundskeeping, custodial and maintenance services, security, sales, booking, marketing, event services (including event set-up and tear-down, AV, scheduling, promotions, business relationship development, sponsorship and promotional services), food and beverage services, financial and administrative services (including accounting, budgeting, purchasing, human resources, and contracting). Specific services and expectations of the professional management operator will include, but not be limited to the following:

1. Day-to-Day Management and Operation -
 - a. Ensure that the facilities are kept clean, safe, sanitary, and maintained in good working order.
 - b. Conduct repairs as necessary, certifying that work is compliant with, and when possible, exceeds, City, state, and federal regulations.
 - c. Manage FF & E internal to the GRC. Provide, or cause to be provided, all incidental services required in connection with the GRC or its events, including but not limited to client development, promotional activities, food service, and concessions.
 - d. Maintain an adequate staff of courteous, well-trained, and efficient employees at the GRC and provide appropriate supervision of such employees.
 - e. Create a focus on all aspects of the business, including but not limited to local and corporate events, banquets, and activities, state, local, regional, and national associations, consumer and trade shows, government, social, military, educational, religious, and fraternal (SMERF) events and activities, and local social activities and events.

f. Support (in-house or via third party vendor(s)) of the technical environment of the GRC operations including but not limited to: audio and visual systems, teleconferencing, end-point devices (such as computers, laptops, printers, phones, mobile devices, servers, and cloud-based storage systems), cybersecurity protection and monitoring, business operational software systems (such as financial, payroll, e-mail, point-of-sale systems), compliance with all relevant security and privacy standards, telecommunications systems (including all wired and wireless systems such as telephony systems and phones, networks systems and connectivity, low voltage wiring, firewalls, routers, switches, internet services room display screens, outdoor electronic signage, time clocks, television/video services), HVAC and physical plant monitoring systems (including access control and security), and any technology upgrades, maintenance, and support activities.

2. Report Preparation - collect all revenues generated through the operation of the GRC and document all expenditures necessary for the proper management, operation, maintenance, and supervision of the facility. Prepare and submit monthly and yearly financial, operating, maintenance, management, marketing, and other such reports as required by the City.

3. Annual Plan - develop annual plans and operational budgets for the City that have defined performance measures. Comply with such plans and budgets. Upon conclusion of the fiscal year, ensure completion of an audit by a certified public accounting firm to develop audited financial reports and to certify compliance with generally accepted accounting principles.

4. Contract Administration - administer all utility and other contracts required in the ordinary course of business in operating the GRC, and if necessary or requested by the City, participate in the solicitation of, and negotiations with, competing service providers.

5. Advise - provide such advice and assistance in relation to the operation, marketing, management, maintenance, and supervision of the GRC as the City may require including, but not limited to, recommending potential changes to sources of revenue, partnerships, prices, policies, and other such practices that could potentially add to the financial success of the facility.

6. Respond to City Requests - respond in a timely manner to requests from the City and its agents or counsel.

B. Transition Services, if applicable, & Review of Services for Upgrades - Develop transitional service plans for changeover of current management firm to new management firm (if applicable). Perform a review of current services and provide proposals for upgrades of services.

C. Timeline/Schedule - The firm shall provide a recommended schedule for instituting operations management services (as well as transition services, if applicable).

5.0 SUBMITTAL FORMAT TO BE INCLUDED IN PROPOSAL

The proposal should address all of the points outlined in this RFP. To simplify the review process and obtain the maximum degree of comparability, the proposal shall include the following information and shall be organized in the order and manner specified below. While additional data may be presented, the following subjects must be included – they represent the criteria against which the proposal will be evaluated.

Letter of Transmittal and Executive Summary

Provide a letter of transmittal briefly outlining the firm's understanding of the work. List the name, address, telephone number, e-mail, and company website of the firm's preferred contact person (the "Proposal Manager"). The Proposal Manager will be the primary contact person during the RFP evaluation process. Provide a brief executive summary (no more than two pages) that succinctly discusses the firm's approach and describe how the firm is uniquely qualified as the best choice to manage the GRC.

Minimum Firm Qualifications

This section lists the criteria to be considered in evaluating the ability of firms interested in providing the services specified in this RFP. A proposer must meet or exceed these requirements to be considered for award. Any exceptions or qualifications to the requirements listed should be clearly detailed in the proposal. Proposed firms shall:

- A. Have extensive experience in providing services similar to those specified in this RFP.
- B. Firm shall have successfully performed services of similar scope with other public, quasi-public, or private organizations.
- C. Have knowledge of and comply with all currently applicable, and as they become enacted during the Agreement term, federal, state, and local laws, statutes, ordinances, rules, and regulations. All laws of the State of Iowa, whether substantive or procedural, shall apply to this RFP and the Agreement, and all statutory, charter, and ordinance provisions that are applicable to public contracts in the City shall be followed with respect to this RFP and the Agreement.
- D. Experience with municipal and city governments is desired.
- E. Have the capacity and resources to acquire or provide all insurances and other financial commitments as outlined in the terms of this RFP, the proposal, and the Agreement.

F. Have the capacity and resources to provide all other services and meet all other obligations of the firm in the Agreement.

G. Have appropriate material, equipment, and labor to perform specified services under the Agreement.

Proposal Response Form

Provide a completed Proposal Response Form found in Appendix B.

Profile of Firm – Background and Qualifications

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

A. Provide an overview of the firm's profile.

B. Provide short biographical information of key executive personnel and staff, including any subcontractors who will be assigned to execute the terms of the Agreement. Provide short biographical information on key personnel and principals of the firm that would oversee GRC assigned personnel and whether such involvement will be on a fully informed daily basis or in an advisory capacity. Include the resume(s) of the proposed on-site general manager or the candidates for the general manager position. Resume(s) should describe each person's qualifications and experience with managing and marketing public assembly facilities. The response should include provisions ensuring that the selected on-site general manager will not relocate to another facility or responsibility other than the GRC until a minimum period of time has elapsed.

C. Provide firm's affirmative action plan and diversity, equity, and inclusion plan.

D. To protect the City from the sudden loss of managerial services, management shall ensure that there is at least one other manager on the GRC staff who is thoroughly familiar with the management and operation of the facilities and associated issues and processes, who could capably serve in an interim capacity as the manager of the GRC.

E. Provide audited and certified financial statements for the firm's last three years of operation. If the proposer is a joint venture, a copy of the joint venture agreement must be submitted for each party. (Not included in page count and provided as a file(s) via one separate USB file labelled Audited Financials).

F. Provide a complete and detailed history of the firm's facility management experience for the last five years. Information provided should include a description of services provided, examples of successful operational strategies, and the term of the management contract, with particular attention to:

1. Specific, quantifiable measure of success at other facilities managed by the firm, with particular emphasis on conference facilities that are in communities of a comparable size to Dubuque located in the Midwest.
2. Specific expertise gained from past management experiences relevant to future GRC operations.

G. Provide an explanation of firm's experience in working with public entities or other entities that operate and market facilities for a public entity, including cooperative efforts, philosophy, and results.

H. Provide general information about the firm including but not limited to corporate headquarters, age of the firm, firm history, annual revenues, number of employees, and brief description of firm, along with its area of expertise and experience as it relates to this RFP. Describe the experience and success of the firm in performing similar operations management services. State the location(s) of the office(s) from where the supervision of the management services will be performed.

I. Proposers shall demonstrate the financial capacity necessary for the City to assess the viability of the proposer to enter into and to provide the services at the level anticipated in this RFP, or higher, as well as any action with respect to a contemplated sale, act of receivership or reorganization of the proposer or any subsidiary that is, or has previously been, engaged in delivery of the services contemplated in this RFP.

J. Discuss the firm's ability to integrate this operations management and marketing services contract into its present workload. Include a statement to specify if the firm currently has the capacity to undertake the operations management services or whether it intends to hire additional staff or partner with subcontractors.

K. It is the sole responsibility of the successful proposer to ensure adherence to all applicable local, state and federal wage and labor laws and employment eligibility requirements.

Current and Former Management Contracts/Agreements

A. Information on four (4) comparable and relevant government owned, managed facilities the firm has managed in the last ten (10) years. If not government owned, explain facility(ies) applicability.

- Facility Name
- Physical Address
- Type of facility (e.g. convention center, conference center, education center)
- Relevant descriptive facility information including gross square footage and net square feet of convention/exhibition space, meeting space, etc.
- Extent of responsibilities
- Discuss what specific, quantifiable measures of success have been achieved through your company's services in operations management of the venue
- Dates of management
- Reference including contract administrator name, title, phone number, email, and address that can attest to firm's performance

B. Information on any relevant facilities which the firm has managed within the past ten years and now no longer manage other than those lost in a competitive process.

C. Provide a comprehensive list of contracts/agreements that have not been renewed with the proposer within the last five years. Include name, physical address, and type of facility, in addition to the name, title, address, and telephone number of the client contact or contract administrator.

D. Disclose any management services agreement terminated, with or without cause, or not renewed by a public or private entity for management and operations of any conference and convention center, within the past five (5) years, together with the reasons for termination or non-renewal.

Scope of Services

Describe the means, methodology, and/or strategy by which the firm would satisfy the scope of services as listed in Section 4.0.

Include a basic work plan for each strategy that delineates the firm's approach to the operations management services using the outline below. The work plan, at a minimum, should include those components outlined in Section 4.0 of this RFP. The firm should indicate in the work plan any aspects that are proposed to be the responsibility of City staff.

Highlight any parts of the work plan that will reflect the firm's unique philosophy, insight, or expertise regarding its approach to this operations management services and how this approach positively impacts successful operations management services at GRC. This is the firm's opportunity to convey ideas and concepts with respect to the goals, objectives, and scope outlined in the Scope of Services.

A. Management Plan

1. Describe your overall philosophy on how GRC should be managed, operated, and marketed.

2. Provide information on:

- a. Employee/employer relationships and the proposed management structure for the GRC;
- b. How the management team will report to the firm's corporate offices and to the City;
- c. How the firm expects to interact with the City; and
- d. How the firm's departmental functions, including executive/administration, marketing/public relations, operations/event services and finance/information services would report to the City.

3. Provide an organizational chart denoting any departments, divisions, senior management positions, and supporting positions within each management and operating department or division anticipated to provide on-site, day-to-day services associated with the GRC.

4. Provide a suggested staff and organizational chart for that would reflect the proposed operating structure for the GRC listing positions, functions, and responsibilities for the operation locally of the GRC.

5. Provide resumes of key personnel and principals of the firm that will be involved in the management of the GRC and whether such involvement will be on a fully-informed, daily basis or in an advisory capacity. Include years of experience with the firm, years of experience in the industry, educational background, and relevant industry licensure, certifications, and affiliations. Distinguish between project experience with the firm and experience with other companies.

6. If applicable, describe whether the firm is open to engaging, as employees or independent contractors, current management company employees working at GRC, provided such personnel are mutually satisfactory to the parties. Provide examples, if any, of past employee transitions experiences and ways to address potential challenges (such as preserving benefits/pensions of former employees whom the firm has engaged under similar transitions from private-to-private operations at other facilities).

B. Marketing Plan Philosophy

1. Discuss proposed marketing and promotional concepts that will further the goals and objectives of the GRC while also maximizing the benefits to the Dubuque area. This should include the firm's approach to co-promoting events and creating new events and activities with, for example, Five Flags Civic Center or Travel Dubuque.

2. Explain how your firm's network and relationships with event/meeting planners and/or promoters with venue networks will maximize bookings and programming opportunities. Describe any opportunities that may be available to the City in the event the firm operates or promotes other venues in the region.

3. Describe in general the proposed approach to booking, scheduling, promoting, advertising, and marketing events at the GRC, including booking and scheduling events with outside event planners, promoters, event coordinators, meeting planners, and local events. This should include working with the City and local stakeholders. Include specific examples from other, similar venues of the firm's ability to attract, book, and schedule similar events and activities, including examples of networking among the proposer's clients or other means used to enhance bookings and programming.

C. Operations Plan

1. Provide a description of the policies and proposed methods of providing the following management services for the GRC. Include a discussion of providing these services in-house or by contracting with an outside party, as well as a discussion of the firm's approach for dealing with existing agreements.

a. Event Set-up and Tear-Down - the labor, equipment, and materials required to timely and adequately set-up and breakdown all events utilizing the GRC.

b. Event Services - all services such as cleaning, business services, electrical, carpentry, and plumbing required for a successful event.

c. Site Maintenance and Engineering - all maintenance and engineering services required to guarantee a safe and well-maintained facility and efficient operation of the GRC. Describe the upkeep and preventative maintenance plan for the GRC.

d. Security - all security services needed to keep the GRC and surrounding grounds safe for visitors and in compliance with all laws.

e. Custodial Services - the labor and maintenance required to clean and service all areas of the GRC.

f. Technology and Audio/Visual (as outlined in section 4.0 A of this RFP) - all technology services required for a successful event and day-to-day technology operations, including but not limited to computer and audio/visual support.

2. Identify those services intended to be contracted out and identify how local, certified minority and women-owned businesses have been used in other facilities

under the management of the proposing firm to provide services, supplies and materials for the facilities, and what general plans the proposer would have in terms of doing the same in Dubuque. This summary should include any requirements that may have been placed on firms with whom the proposer has contracted for services regarding their use of local minority and women-owned businesses and subcontractors.

D. Transition Plan (if applicable)

1. Describe steps and timing of a transition plan should the firm be chosen.

E. Financial Plan

1. Provide a strategy for minimizing the annual operating expenses and maximizing the annual operating revenues of the GRC.
2. Develop a budget for the first full year of operations under contract for the GRC. Include a detailed description of all expenses and revenues, by line item, and provide an explanation of how each line item was developed and the assumptions used. The management fee, if any, paid to your firm should be included as a separate line-item expense.
3. Develop a three-year operating budget for the GRC. All revenues and expenses should be listed, by line item, along with all relevant assumptions used. The management fee, if any, paid to your entity should be included as a separate line-item expense. Provide examples of management reports that will be submitted to the City monthly detailing profits/losses, surcharge details and any other significant financial activity from the previous month.
4. Understanding that the City will be financially responsible for, and have the final approval of capital improvements, provide a description of the firm's role in identifying and prioritizing capital improvements, including approval, billing, purchasing, and letting of contracts.
5. Describe the firm's approach to annual fundraising to help sustain operations of the GRC, including potential naming rights (not the GRC building itself), operating and programming sponsorships, pouring rights, and any other contractually obligated income ("COI"). Provide examples of past success with fundraising at other, similar venues.

F. Compensation Proposal

The City's goal is not to provide an operational subsidy on maintenance related items. The City is offering the following:

Equipment Repairs and Maintenance: Ordinary equipment maintenance and individual equipment repairs (includes but is not limited to HVAC, plumbing, electrical, boilers, geothermal systems, kitchen equipment, attached and freestanding equipment throughout the facility and mechanical systems, life safety systems, elevators, and escalators) costing less than \$5,000 will be paid by the firm up to an aggregate in any fiscal year of \$50,000. The City will be financially responsible for repairs or maintenance in excess of \$5,000 individually and \$50,000 in the aggregate in any fiscal year. In no event shall the firm's responsibility for maintenance or repairs of all equipment exceed \$50,000 in any fiscal year. The cost of individual and aggregate repairs will be adjusted each year based on the Consumer Price Index (CPI) of the preceding twelve (12) months before seasonal adjustment. The adjustment begins July 1 of each year.

Maintenance and Service Contracts: Maintenance and service contracts (including but not limited to technology as described in Section as outlined in section 4.0 A of this RFP, fire extinguishers, HVAC, fire alarm system, sprinkler and fire suppression system, kitchen equipment, pest control, lawn care and treatment, landscape maintenance, carpet cleaning, escalator, and elevator) costing less than \$5,000 will be paid by the firm up to an aggregate in any fiscal year of \$50,000. The City will be financially responsible for maintenance and service contracts in excess of \$5,000 individually and \$50,000 in the aggregate in any fiscal year. In no event shall the firm's responsibility for maintenance and service contracts exceed \$50,000 in any fiscal year. The cost of individual and aggregate service and maintenance contracts will be adjusted each year based on the CPI of the preceding twelve (12) months before seasonal adjustment. The adjustment begins July 1 of each year.

The individual and aggregate limits set forth for maintenance and service contracts are separate and distinct from the individual and aggregate limits set forth for equipment repairs and maintenance.

Capital Improvement and Capital Equipment: The City is responsible for capital improvements to and capital equipment for the facility. The City will fund capital improvements and capital equipment as approved by the City Council capital improvement fund each year.

If the proposer believes they cannot successfully operate without an operational subsidy as described above it is the City's desire to obtain creative compensation proposals related to the management of the GRC. Proposals should include:

Base and Incentive Fee Structure – if under this plan, the selected firm would receive a base fee and potential incentive fee in exchange for operating the GRC while all operating revenues and expenses would be allocated to the City, please describe.

Other Creative Management Fee Structure - identify any alternative compensation

plans related to the operation of the GRC that the City should consider as a part of the firm's submission. This could include options for marketing participation or such other options which would further promote the success of the GRC and limit the City's operating expense exposure.

Describe the nature and amount of the financial resources that would be committed by the firm to enhance the likelihood of the successful operation and management of the GRC. All compensation proposals must comply with applicable IRS regulations to protect the tax-exempt status of the City's outstanding bonds.

At a minimum, the proposal shall address the following:

- a. Base Fee - the amount of the annual fee for management services, if any.
- b. Incentive Fee(s) - identify the standards that will be used to determine the amount of the incentive fee. Be advised that the City is interested in incentives that balance the need for: (i) minimizing operating deficits; (ii) maximizing the attraction of non-local, economic impact generating events; and (iii) maintaining high standards of physical products and service quality.
- c. Capital Investments - identify areas in which the proposer will invest in additional fixtures, equipment, or other aspects of the GRC.

Understanding of Final Agreement Terms

The firm should provide a statement that indicates it has read and understands Appendix D – City of Dubuque Contract Terms and Conditions (the “Contract Terms and Conditions”) and agrees to include the clauses that are listed in Appendix D in the final Agreement. Any exceptions to the Contract Terms and Conditions by the firm must be clearly stated in their submitted Proposal.

Insurance Requirements

The firm should provide a statement indicating that they are able to meet the City's insurance requirements for professional services. (See attached Insurance Schedule J – Appendix E.) Submittal of insurance documents as part of this RFP is **not** required.

Litigation and Dispute Disclosure

Indicate and disclose all lawsuits, including claims involving arbitration or other alternative dispute resolution mechanisms, filed against the proposer and any affiliates within the past five years of the date of this RFP. Notwithstanding the above disclosure requirement, the proposer is not required to include the following claims:

- Personal injury suits resolved for an amounts less than \$100,000 filed by visitors, guests, invitees, licensees, or trespassers at or upon the real properties owned, leased, operated, or managed by the proposer or its affiliates;
- Workers' compensation claims filed by employees of the proposer or its affiliates;
- Mechanics, supplier, or material liens of less than \$5,000; and
- Real property tax appeals.
- Among the types of lawsuits that are expected to be disclosed are sexual harassment claims; age discrimination claims; other claims involving protected classes such as race, national origin, gender, gender identity, or sexual orientation; breach of contract claims; and claims involving violations of collective bargaining agreements.

Proposed Schedule/Timeline

Provide a detailed schedule for the operations management services, including transition (if applicable) and the new management agreement. Outline tasks for all components outlined in the RFP, including the time durations and estimated completion dates for each major component of the proposed scope of services. Clearly define work tasks expected of the City. The schedule should list all deliverables that are required throughout.

Financial Package, Fees, Compensation, and Proposed Operations Management Agreement **MUST BE IN A SEPARATE SEALED ENVELOPE** marked "Management Services Financial Proposal".

Provide a financial package, fees, or proposed fixed costs, plus reimbursable expenses budget for the requested scope of services as well as breakdown costs provided as necessary to understand the financial proposal package. A proposed draft agreement for operations management services must be included in the submittal. Note, however, that this draft agreement will not be legally binding, and all terms and conditions are subject to review, modification, and approval by the City.

The proposed agreement is not included in the page count for proposed submission. Include in the "Management Services Financial Proposal" envelope one (1) USB that contains only the audited and certified financial statements. No print copies of the audited and certified financial statements are to be included.

6.0 RFP TIMELINE, QUESTIONS, AND ANSWERS

Timeline

The following dates are provided for information purposes and are subject to change without notice.

Contact the Contract Administrator to confirm any and all dates.

RFP issued:	October 11, 2022
Pre-proposal conference:	2:00 pm CST, October 24, 2022
Deadline for requests, questions and technical info via email: (NOTE: encouraged to email before this deadline)	2:00 pm CST, October 28, 2022
Addenda (if any) issued by:	5:00 p.m. CST, November 2, 2022
Sealed Proposals due:	2:00 pm CST, November 7, 2022
Interviews and negotiations	November-December 2022
Recommendation to and City Council approval:	January 17, 2023

Questions and Answers

All information requests, questions, and technical information shall be directed to the City's Contract Administrator as detailed below. From the date of issuance of this RFP until final City action, the firm shall not discuss the RFP with or contact any City of Dubuque employee or any member of the Selection Committee except as expressly authorized by the City's Contract Administrator. Violation of this restriction will be considered grounds for disqualification of the firm's proposal. Contact with any City of Dubuque employee or any member of the Selection Committee on other matters not related to the GRC RFP and RFP process is allowed.

The Selection Committee has members from Travel Dubuque, the City Attorney's office, the Budget and Finance Department, the City Manager's office, and the Contract Administrator.

The City has used considerable efforts to ensure an accurate representation of information in this RFP. Each firm is urged to conduct its own investigations into the material facts provided.

No answers given in response to questions submitted shall be considered a part of this RFP unless released in writing (letter or email) as an officially numbered and titled addendum to the RFP by the City of Dubuque.

Non-Mandatory Proposal Conference: A pre-proposal conference will be held on October 24, 2022 at 2:00 p.m. at the GRC meeting room 1 and will include a tour of the facility and grounds. Email the City's Contract Administrator to receive an invitation. All firms are encouraged to attend for clarification of the requirements and knowledge of the facility.

Any questions concerning this RFP must be received on or before 2:00 p.m. CST on October 28, 2022. Any inquiries received after this date will not be answered. When submitting a question to the Contract Administrator, please include the appropriate contact information for the firm. All questions sent in an email must include GRC RFP Question in the subject line.

It is the intent of the City that this RFP promotes competition. It shall be the firm's responsibility to advise the City's Contract Administrator of any language, requirement, or combination thereof which the firm believes restricts or limits the requirements stated in this RFP to a single source. Such notification must be submitted in writing and must be received by the Contract Administrator not later than five (5) working days prior to the bid closing date. Any failure to notify the City's Contract Administrator as outlined above shall be considered a waiver of any such objection.

Confidentiality of Documents

Except with the City's approval, proposer shall not, directly or indirectly, disclose, divulge, or communicate to any person, firm, or corporation, other than the City or its designated representatives, or as required by law, any non-public information which it may have obtained during the proposal process concerning any matter relating to the scope of services or the regular business of the City. In general, documents that are submitted as part of the response to this RFP will become public records and will be subject to public disclosure. If the firm follows the procedures prescribed by those statutes and designates a document "confidential" or "trade secret", the City will withhold the document from public disclosures to the extent that it is entitled or required to do so by applicable law.

If the City determines that a document that the firm has designated "confidential" or "trade secret" is not entitled to protection from public disclosure, the City will provide notice of that determination to the contact person designated by the firm, in any reasonable manner that the City can provide such notice, at least five business days prior to the public disclosure of the document. If the firm does not designate anyone to receive such notice the City will not have any obligation to provide any notice of a determination of non-confidentiality. If the firm does not designate anyone to receive such notice, or if, within five business days after the City provides notice to the designated person, the firm does not initiate judicial proceedings to protect the confidentiality of the document, the City will not have any obligation to withhold the document from public disclosure.

By submitting to the City a document that the firm designates as "confidential" or "trade secret", the firm agrees that in the event a third party brings any action against the City or any of its officials, employees, agents, or volunteers to obtain disclosure of the document, the firm will indemnify and hold harmless the City and its affected officials, employees, agents, and volunteers from any and all costs, including attorney's fees, incurred by or assessed against any such person. The firm also agrees that, at the City's request, the firm will intervene in any such action and assume all responsibility for defending against it, and the firm's failure to do so will relieve the City of all further obligations to protect the confidentiality of the document.

Contract Requirements

At any time during the selection process or afterward until the Agreement is negotiated and signed, the City reserves the right to terminate the process. The Agreement will be negotiated with the most responsible and responsive proposer whose proposal meets the

needs of the City to the best degree. The initial term of the Agreement should be assumed to be five (5) years. Ultimately, the term of the Agreement shall be determined through negotiations and mutual agreement of the parties. The City reserves the right to add to or delete any item from this RFP when deemed to be in the best interest of the City.

No proposer shall assign its proposal or any right or obligation thereunder without the prior written consent of the City. Prices quoted in the proposal shall include any and all associated costs. All taxes of any kind or character payable on account of the work done and materials furnished under the Agreement shall be paid by the proposer and shall be deemed to be included in costs contained in the proposal. Proposal prices shall include all royalties and costs arising from patents, trademarks, and copyrights in any involved in the work. Whenever the proposer is required or desires to use any design, device, material, or process covered by letters of patent or copyright, the proposer shall indemnify and save harmless the City, its officers, agents or employees from any and all claims for infringement by reason of the use of any such patented design, tool, material, equipment or process, to be performed under the award/contract, and shall indemnify the City, its officers, agents, employees, and volunteers for any costs, including litigation costs and attorney's fees through the appellate process, expenses, and damages which may be incurred by reason of any infringement claim, whether during or after the term of the Agreement.

Any contract resulting from this RFP may be canceled by the City in whole or in part by written notice of default to the proposer upon non-performance or violation of contract terms, including the failure of the proposer to deliver materials or services within the time stipulated in this specification, unless extended in writing by the City. In the event a contract is canceled because of the default of the proposer, the City may (a) purchase the services specified in this specification on the open market, or (b) negotiate a contract with another proposer and establish the period of such contract.

Immediately after the notice of award, the winning proposer and its senior management shall begin planning in conjunction with City staff to ensure fulfillment of all obligations. Proposer will be expected to provide professional coordination services upon execution of the Agreement, the expenses of which will be borne by proposer. Proposer will be expected to attend meetings as required by the City or its designee to assist in transitions (if any).

Contract Administrator contact information is as follows:

Marie L. Ware
Leisure Services Manager
City of Dubuque
Leisure Services Department
1157 Central Avenue
Dubuque, IA 52001-5016
Phone: 563.589.4264
E-mail: mware@cityofdubuque.org

7.0 SUBMISSION REQUIREMENTS

Before submitting a proposal, each firm shall make all investigations and examinations necessary to ascertain site conditions and requirements affecting the full performance of the Agreement and to verify any representation made by the City upon which the firm will rely.

PROPOSAL SUBMITTAL INFORMATION

- Submittal Deadline: November 7, 2022 before 2:00 p.m. CST
- Submittal Location, Contact & Mailing Address: Marie L. Ware
Leisure Services Manager
City of Dubuque Leisure Services
Attn: Grand River Center RFP Proposal
1157 Central Avenue
Dubuque, Iowa 52001-5016
- Submittal Copies: Seven (7) sets of the proposal shall be provided.

Submit seven proposals and also an electronic .pdf version, all labeled “GRC Operations Management Services Proposal” excluding any proposal cost information and the proposed management agreement.

The Financial Package, Fees and Compensation, and Proposed Operations Management Agreement must be provided to the City in a separate, sealed envelope marked “Management Services Financial Proposal”. Firms shall provide a financial package, fees, or compensation, plus reimbursable expenses budget for the requested scope of services as well as breakdown costs provided as necessary to understand the financial proposal package. A proposed draft agreement for operations management services must be included in the submittal. Firms shall also provide an electronic .pdf version of the financial package, fees and compensation, and the proposed operations management agreement. The Management Services Financial Proposal envelope should contain a separate USB with the audited and certified financial statements for the firm’s last three years of operation. Neither the financial statements nor the documents contained in the Management Services Financial Proposal will be included in the page count.

The proposal should be prepared simply and economically, providing a straight-forward, concise description of the firm’s capabilities to satisfy the requirements of the RFP.

Initial screening will be completed without knowing the firm's proposed financial package, fees and compensation, or the proposed draft agreement.

Submitted proposals must be delivered in printed format with the exclusion of the one required .pdf version. The .pdf version shall be submitted on a USB along with the

hardcopies of the proposal. No faxed or e-mail proposals will be accepted. The proposal must be a document of not more than sixty (60) numbered, 8-1/2 x 11-inch pages, except for the transitions schedule, if any, which may be presented in 11 x 17-inch format. The page count does not include the letter of transmittal, the front and back covers, the proposed agreement, the Proposal Response Form (Appendix B), or the separately sealed cost proposals. The smallest typeface shall not be less than 11 points. Proposals should not include any pre-printed or promotional materials. **Any proposals exceeding 60 numbered pages will not be considered. The proposals shall be 100% recyclable. No binders, folders, bindings, shiny covers, or other non-recyclable material are to be used. The RFP must be able to be placed completely in a recycling bin after selection.**

The City of Dubuque reserves the right to reject any and all proposals and to negotiate changes with any firm.

Each addendum must be acknowledged in the Proposal Response Form (Appendix B) by providing the addendum number and title. Failure to acknowledge each addendum will be considered grounds for disqualification. It is solely the firm's responsibility to ensure that all addendums to this RFP have been received before submitting the proposal.

One original proposal document shall be signed in blue ink by an officer of the firm who is authorized to legally bind the firm to its provisions and marked as such. Proposals are to contain a statement indicating the period during which the proposal will remain valid. A period of not less than one hundred twenty (120) calendar days from the proposal closing date is required. Failure to comply with the above requirements shall be considered grounds for disqualification.

Each firm assumes full responsibility for delivery and deposit of the completed proposal package on or before the deadline. Any proposal received after the submittal deadline will not be considered and will be returned unopened to the firm. The City is not responsible for any loss or delay with respect to delivery of the proposals.

The City is not liable for any costs incurred by any firm prior to the execution of the Agreement. All results and documents from this RFP process will remain the property of the City of Dubuque.

The City of Dubuque appreciates your time and consideration of this RFP.

Sincerely,

Marie L. Ware
Leisure Services Manager
City of Dubuque

Appendix A

FIRM EVALUATION AND SELECTION PROCESS

INITIAL EVALUATION CRITERIA

Proposals will be screened to ensure that they meet the minimum and mandatory requirements of the proposal as outlined in Section 5.0. Proposals that do not meet minimum and mandatory requirements will be rejected without further consideration. A selection committee will review and score qualifying proposals using the established criteria below and select firms for placement on the firm short-list for operations management services. The criteria listed are not necessarily an all-inclusive list. Initial screenings will be done without knowing the firm's proposed fee for services and other items in the Management Services Financial Proposal envelope. The following criteria are among those that will be used to initially evaluate submitted proposals.

Maximum Points	Evaluation Criteria
50	Firm and Operations Management Experience Firm experience Proposed staff qualifications and experience Operations management experience with convention and education facilities of similar or larger size and scope Prior experience with government entities Prior experience similar marketplaces Experience working with affiliated companies, joint ventures, or subcontractors (if proposed)
45	Proposed Management Strategy/Plan Meets Goals, Objective, Scope, and Requirements Outlined in RFP Organization/management approach Capacity to assume new business and improve existing business Demonstrated approach and understanding of goals, objectives, and scope outlined Quality and completeness of proposal Proposed timelines and schedule
5	MBE/WBE, Equity, and Sustainability Incorporation into Proposal
100 points	TOTAL

SHORT-LIST EVALUATION CRITERIA

A selection committee will interview the short-listed firms chosen after the initial evaluation criteria scoring. The interview is a very important part of the selection process. Both the original submitted proposal and the results of the firm interview will be used to select the final firm for the management services to begin negotiations.

Maximum Points	Evaluation Criteria
40	Firm and Operations Management Experience Firm experience Proven community relationships as outlined in RFP Operations management experience with convention and education facilities of similar or larger size and scope
40	Cost/Financial Demonstrated financial stability and capability Demonstrated ability to assemble necessary supports for management, operations, and marketing Sales and marketing successes Financial package proposed
40	Proposed Management Strategy/Plan Meets Goals and Requirements Outlined in RFP Organization/management approach Capacity to assume new business and improve existing business Demonstrated approach and understanding of goals, objectives, and scope outlined Quality and completeness of proposal Professional expertise and abilities of management team proposed for the GRC Proposed timelines and schedule
20	Results of Interview Process
20	References Proven track record in operations management Proven relationships and interaction with Contract Administrator
10	MBE/WBE, Equity, and Sustainability Incorporation into Proposal
170 points	TOTAL

The City reserves the right to review and update weighting of the criteria after the initial evaluation is complete and prior to interviews beginning.

SELECTED FIRM - FEE NEGOTIATION PROCESS

Upon the completion of the firm short list evaluation, the RFP Selection Committee will recommend to the City Manager the highest ranked firm and request authority to negotiate with the recommended firm a final scope of services, fees, and financial arrangements. The scope of services in this RFP is preliminary and may be revised during the selection and negotiation process. The negotiated agreement will be reviewed by the City Manager, signed by the firm, presented to the City Council for approval, and, if approved, executed by the Mayor.

The City intends to award a contract to one provider to provide these services. The City will enter into an agreement which it determines, after evaluation of all accepted proposals, to be most favorable for the City. The City may not necessarily accept the lowest cost proposal and may, in its sole discretion, accept any proposal and may waive any minor informality or irregularity in proposals received. The City reserves the right to select a firm and make an award to the provider determined to be the most advantageous and beneficial to the City based on the City's evaluation criteria, or to make no award at all. The City anticipates that negotiations will be necessary; however, the City reserves the right to make an award without negotiations.

The intent is to enter in an agreement with the qualified firm with the highest scoring proposal. Notwithstanding the foregoing, the City reserves the right to award the Agreement to a qualified firm other than the one with the most points, if, in the City's opinion, another firm's proposal offers the best value for the products and services requested, taking into consideration the evaluation criteria of the RFP.

The City reserves the right to request clarification of the proposals without becoming obligated to offer the same opportunity to any other qualified firms. The Selection Committee may consider such clarifications in evaluating a proposal. A request for clarification will not entitle a firm to revise, resubmit, alter, or amend its Proposal.

For the purposes of proposal evaluations, the Selection Committee may consider any or all of the information received from qualified firms pursuant to the RFP, as well as the City's knowledge of, and past experience with, the firm or its officers or employees.

The City reserves the rights to:

- Revise or extend this schedule at its sole option.
- Conduct pre-award discussion and/or pre-award contract negotiations with any or all responsive and responsible proposers who submit proposals determined to be reasonably acceptable to the City; conduct interviews or require presentations of any or all proposers prior to selection; and make investigations of the qualifications of proposers as it deems appropriate, including but not limited to, a background investigation conducted by the Dubuque Police Department or any other law enforcement agency.
- Request that proposer(s) modify its proposal to more fully meet the needs of the City or to furnish additional information as the City may reasonably require.

- In its sole discretion, expand or reduce the criteria upon which it bases its final decisions regarding selection of a professional management operator for the GRC. The City reserves the right to reject any or all proposals or parts of proposals, to negotiate modifications of proposals submitted, and to negotiate specific proposal elements with a proposer into a project of lesser or greater magnitude than described in this RFP or the proposer's reply.
- Process the selection of the successful Proposer without further discussion.
- The City shall be the sole judge of proposers' qualifications and reserves the right to verify all information submitted by the proposers.

A detailed schedule for the operations management services including transition (if applicable) and the new management agreement will be finalized. An outline of tasks, goals, scope, time durations, and estimated completion dates for each major component of the proposed scope of work will be established. The firm shall indicate the work tasks that will be completed by City staff. The schedule should list all deliverables that are required throughout.

The City and the firm will meet and establish the final scope of services for the project as negotiated by joint revision of tasks in order to best meet the goals and objectives of the City while considering available funding (if appropriate). During the negotiation process, tasks to be completed by City staff, work reassignment to proposal and management services team members, and the addition or elimination of tasks may be modified in order to achieve the best overall results for the City.

The selected firm shall be responsible for updating all tasks to reflect any changes that were agreed to during negotiations. After the final scope of services has been determined and the tasks finalized, the firm shall incorporate the tasks into the agreement documents being prepared for signature.

Payment for Services: The firm awarded the agreement shall have negotiated financial arrangements outlined in the Agreement.

Appendix B PROPOSAL RESPONSE FORM

Request for Proposals for Operations Management Services for Grand River Center, Dubuque, Iowa

The undersigned, on behalf of the firm, certifies that: (1) this offer is made without previous understanding, agreement, or connection with any person, firm, or corporation submitting a proposal on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the proposal is submitted; (4) they have read the complete Request for Proposal and understand all provisions; (5) if accepted by the City, this proposal is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in the submitted proposal will be the firm's responsibility.

NAME _____
DBA/SAME _____
CONTACT _____
ADDRESS _____ CITY/STATE _____ ZIP _____
PHONE _____ EMAIL _____
STATE OF INCORPORATION _____
COMPANY WEBSITE ADDRESS _____

NUMBER OF LOCATIONS _____ NUMBER OF PERSONS EMPLOYED _____

TYPE OF ORGANIZATION: Public Corporation _____ Private Corporation _____ Sole Proprietorship _____
Partnership _____ Joint Venture _____ Other (Describe): _____

BUSINESS MODEL: Small Business _____ Manufacturer _____ Distributor _____ Retail _____
Dealer _____ Other (Describe): _____

Not a Minority-Owned Business: _____ Minority-Owned Business: _____ (Specify Below)
____ African American _____ Asian Pacific _____ Subcontinent Asian _____ Hispanic _____ Native American
Other - Please specify _____

Not a Woman-Owned Business: _____ Woman-Owned Business: _____ (Specify Below)
____ Not Minority -Woman Owned _____ African American-Woman Owned
____ Asian Pacific-Woman Owned _____ Subcontinent Asian-Woman Owned _____ Hispanic Woman Owned
____ Native American-Woman Owned _____ Other – Woman Owned – Please specify _____

ARE YOU REGISTERED TO DO BUSINESS IN THE STATE OF IOWA: _____ Yes _____ No

ACKNOWLEDGE RECEIPT OF ADDENDA: All addenda are posted to the City's RFQ/RFP web page and it is the proposer's responsibility to check and confirm all addendum(s) related to this document.
NO. _____, DATED _____; NO. _____, DATED _____; NO. _____, DATED _____

In submitting a proposal, the firm acknowledges all requirements, terms, conditions, and sections of this RFP document. Proposal submission format should be by order in which sections are listed throughout the document. All minimum and general requirements should be specifically addressed and detailed in firm's response. **Exceptions to any part of this document should be clearly delineated and detailed.**

Signature

Title

Date

Appendix C

RFP RULES AND PROTEST PROCEDURE

MINOR IRREGULARITIES

The City reserves the right to waive minor irregularities in submitted proposals, provided such action is in the best interest of the City. Minor irregularities are defined as those that, in the City's sole discretion, have no adverse effect on the City's best interests and will not affect the outcome of the selection process by giving the prospective firm an advantage or benefit not enjoyed by other prospective firms.

EXCEPTIONS

Proposer exceptions to any part of the requirements stated in this RFP must be clearly identified as exceptions, noted in the letter of transmittal, and described in the submitted cost estimate.

RANKING OF THE PROPOSALS

No debriefings or scoring information shall be released before the City Manager or City Council has recommended that a contract be negotiated with the recommended firm. However, after authorization has been granted to negotiate a contract, all contents of the submitted proposals shall become public information (subject to the confidentiality provisions described in this RFP).

DEFINITIONS

For purposes of this RFP, the words "shall", "must", and "will" are equivalent and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the City. A deviation is material if, in the City's sole discretion, the deficient response is not in substantial accord with this RFP's mandatory conditions requirements.

For purposes of this RFP, the words "should" or "may" are equivalent and indicate desirable conditions or requirements which are permissive in nature. Deviation from, or omission of, such a desirable condition or requirement will not, in and of itself, cause automatic rejection of a proposal, but it may result in the proposal being considered as not being in the best interests of the City.

DISPUTES/EXCEPTIONS

Any prospective proposer who disputes the reasonableness or appropriateness of any item within this RFP, any addendum to this RFP, any notice of award, or any notice of rejection shall set forth the specific reasons and facts concerning the dispute, in writing, within five (5) business days of the receipt of the proposal document or notification from the City. The written dispute shall be sent via certified mail or delivered in person to the Contract Administrator described herein, who shall review the written dispute and work with the City Manager to render a decision which shall be considered final.

Appendix D

CITY OF DUBUQUE STANDARD TERMS AND CONDITIONS

TAX-EXEMPT BONDS - The GRC is financed with tax-exempt bonds. Additional tax-exempt bonds may be issued in the future to finance additions or improvements to the GRC. Thus, the final agreement between the City and a selected firm for operations management services must comply with federal tax laws that apply to the use of facilities financed with tax-exempt bonds. Proposers must ensure that their proposals are in full compliance with IRS guidelines and federal tax laws governing private business use of facilities financed with tax-exempt bonds. Proposers are expected to adhere to requirements found in Revenue Procedure 2017-13, and proposals should include an opinion from bond counsel that the proposal adheres to IRS Revenue Procedure 2017-13.

ADA COMPLIANCE -

1. The firm shall comply with all applicable provisions of the Americans with Disabilities Act (the "Act") (Public Law 101-336, 42 U.S.C. 12101 et seq.), all applicable amendments thereto, and all applicable federal regulations under the Act.
2. Programs policies, and alterations of any type shall comply with the 2010 Standards for Accessible Design, the ADA Title II regulation, Section 504 of the 1973 Rehabilitation Act, all applicable amendments thereto, and all similar statutes and regulations prohibiting discrimination on the basis of disability.
3. The selected firm shall ensure that its websites and all online services, including those websites or online services provided by third parties upon which the firm relies to provide services or content, comply with, at minimum, Web Content Accessibility Guidelines - WCAG 2.1 AA.

ASSIGNMENT - The City and the firm each are hereby bound and the partners, successors, executors, administrators, and legal representatives of the City and the firm are hereby bound to the other party to the Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of the Agreement. Any assignment or attempt at assignment made without prior written consent of the City shall be voidable at the City's option.

PROPOSAL CURRENCY/LANGUAGE - All proposal prices and financial terms shall be shown in US Dollars (\$). All prices must remain firm for the duration of the Agreement regardless of the exchange rate. All responses must be submitted in English.

PROPOSAL FORM - Each proposer must submit an original proposal and additional copies as required on the forms attached. The proposer shall correctly sign the proposal, and the proposal may be rejected if it shows any omissions, alterations of the form, additions not called for in the proposal, or any irregularities of any kind.

PROPOSAL INFORMATION IS PUBLIC – The proposal and all documents submitted with any proposal shall become public documents subject to Iowa Code Chapter 22, which is otherwise known as the “Iowa Open Records Law”. By submitting the proposal any document to the City of Dubuque in connection with a proposal, the submitting party recognizes this and waives any claim against the City of Dubuque and any of its officers and employees relating to the release of any document or information submitted. Each submitting party shall hold the City of Dubuque and its officials, volunteers, and employees harmless from any claims arising from the release of any document or information made available to the City of Dubuque arising from any opportunity. Proposal information requested by the public or other bidders will be provided in an alternative format if the requestor is a person with a disability and requires an alternative form for comprehension.

PROPOSAL REJECTION OR PARTIAL ACCEPTANCE - The City reserves the right to accept or reject any or all proposals or parts thereof. The City further reserves the right to waive technicalities and formalities in proposals, as well as to accept in whole or in part such proposals where it is deemed advisable in protection of the best interests of the City.

CONFLICT OF INTEREST - The firm represents, warrants, and covenants that no relationship exists or will exist during the Agreement period between the firm and the City that is a conflict of interest. No employee, officer, or agent of the firm shall participate in the selection or in the award if a conflict of interest, real or apparent, exists. The provisions of Iowa Code Chapter. 68B shall apply to the Agreement. If a conflict of interest is proven to the City, the City may terminate the Agreement, and the firm shall be liable for any excess costs to the City as a result of the conflict of interest. The firm shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties. The firm shall report any potential, real, or apparent conflict of interest to the City.

CONTRACT DOCUMENTS – The Contract Documents are this Agreement, the Request for Proposals, the firm’s proposals, and additional documents, if any. In the event of a dispute with respect to any term or condition in the Contract Documents, they shall be interpreted in the following order: this Agreement, the Request for Proposals, the firm’s proposals, and additional documents, if any.

DISPUTES - Should any dispute arise with respect to the Agreement, the parties agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes. The firm agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under the Agreement that are not affected by the dispute and the City shall continue to make payment for all services properly performed as outlined in the Agreement. Should the firm fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the City or the firm as a result of such failure to proceed shall be borne by the firm. The unintentionally delayed payment by the City to the firm of any invoices not in

dispute in accordance with the terms of the Agreement will not be cause for firm to stop or delay performing the services required in the Agreement.

FORCE MAJEURE - Force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefore; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to herein, not within the reasonable control of the party affected. A delay in or failure of performance of either party shall not constitute a default hereunder nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure. The party who is prevented from performing by force majeure shall be obligated, within a period not to exceed fourteen (14) days after the occurrence or detection of any such event, to give notice to the other party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay and shall remedy such cause as soon as reasonably possible, or as mutually agreed between the parties.

INDEMNIFICATION - To the fullest extent permitted by law, the firm shall indemnify and hold harmless the City, its officials, employees, agents, and volunteers from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Agreement, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, death, or injury to or destruction of property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by any act or omission of the firm, or anyone directly or indirectly employed by the firm or anyone for whose acts the firm may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

LAWS AND REGULATIONS - The Agreement shall be governed, interpreted, and enforced in accordance with all applicable federal, State of Iowa, and local laws, ordinances, licenses, and regulations. The firm certifies that in performing the Agreement it will comply with all applicable provisions of the federal, state, and local laws, ordinances, licenses, and regulations. Venue for any action arising out of this Agreement shall be the Iowa District Court for Dubuque County, Iowa, or the Federal District Court for the Northern District of Iowa, Eastern Division.

METHOD OF AWARDING - The City reserves the right to make awards based on the entire proposal or on an item-by-item basis. However, if firm's proposal is based on an "all or none" condition, the City may consider its bid non-responsive and reject the entire proposal.

NO GIFT STANDARD - The City of Dubuque is committed to upholding the highest ethical standards in all its business practices. This standard recognizes the need to avoid even the perception of improper gifts or favors to employees. Therefore, all suppliers have been asked to abide by the City's "No Gift" standard. The "No Gift" standard also applies to all

offers of discounts or free items at any place of business targeted toward a City employee and not available to the general public, regardless of the value.

NON-COLLUSION STATEMENT - Neither the firm, nor anyone in the employment of the firm, has employed any person to solicit or procure the Agreement nor will the firm make any payment or agreement for payment of any compensation in connection with the Agreement. There is no contract, agreement, or arrangement, either oral or written, expressed or implied, contemplating any division of compensation for services rendered under the Agreement or participation therein, directly or indirectly, by any other person, firm or corporation, except as documented in the Agreement. Neither the firm, nor anyone in the employment of the firm, has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive procurement in connection with the Agreement.

NON-DISCRIMINATION AND EQUAL OPPORTUNITY - All firms that engage in contracts with the City of Dubuque, Iowa agree as follows: The firm will not discriminate against any employee or applicant for employment because of race, sex, color, creed, ancestry, national origin, marital status, familial status, religion, age, disability, sexual orientation, gender identity, genetic information, status with regard to public assistance, status as a veteran, or any classification protected by federal, state, or local law (the "Protected Classes") except where age and sex are essential, bona fide occupational requirements, or where disability is a bona fide occupational disqualification. Such action shall include, but not be limited to the following: (a) employment, (b) upgrading, (c) demotion or transfer, (d) recruitment or advertising, (e) layoff or termination, (f) rate of pay or other forms of compensation, and (g) selection for training, including apprenticeship. The firm further assures that managers and employees comply with both the spirit and intent of federal, state, and local legislation, government regulation, and executive orders in providing affirmative action as well as equal opportunity regarding to the Protected Classes, as stated above. The firm will include, or incorporate by reference, the provisions of the nondiscrimination clause in every contract or subcontract unless exempt by the rules, regulations, or orders of the City and will provide in every contract or subcontract that said provision will be binding upon each subcontractor.

REGULATORY AGENCY COMPLIANCE - Compliance with laws and regulations set forth by regulatory agencies is required. These agencies include but are not limited to, OSHA – Occupational Safety & Health Agency, EPA – Environmental Protection Agency, ICC – Interstate Commerce Commission, DNR – Department of Natural Resources, and DOT – Department of Transportation. The City of Dubuque expects that firms will offer expertise on conformance to regulations applying to the products they sell and the services they perform.

RIGHT TO PROTEST - Anyone wishing to file a protest concerning (1) the specifications, (2) the RFP procedure or (3) the award of the Agreement must do so in writing in accordance with the City's Protest by Bidders which is found in the [City's Purchasing Policy](#).

SUSPENSIONS AND DEBARMENT - The firm hereby certifies, pursuant to 2 CFR pt. 180 and 2 CFR pt. 3000, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the firm by any federal agency. The firm further certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the City of Dubuque or the State of Iowa. The firm shall ensure that all subcontractors utilized by the firm for any service or product referenced in the Agreement meet the provisions of this paragraph.

TAXES - The City of Dubuque is exempt from sales tax and certain other use taxes. Any charges for taxes from which the City is exempt will be deducted from invoices before payment is made.

WARRANTIES - WORK - The firm shall perform services for the City pertaining to the operations management services as set forth in the Agreement.

The firm shall be responsible for the quality, technical accuracy, completeness, and coordination of all services performed under the Agreement. The firm shall, promptly and without charge, provide all corrective services necessary as a result of the firm's acts, errors, or omissions with respect to the quality and accuracy of the services.

The firm shall be responsible for any and all damages to property or persons as a result of the firm's acts, errors, or omissions.

The firm's obligations under the Agreement shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of the City or the firm.

WARRANTIES - INTELLECTUAL PROPERTY - The firm represents and warrants that all the materials and services produced or provided to the City pursuant to the terms of the Agreement shall be wholly original with the firm or that the firm has secured all applicable interests, rights, licenses, permits, or other intellectual property rights in such materials and services. The firm represents and warrants that the materials and services, and the City's use of same, and the exercise by the City of the rights granted by the Agreement, shall not infringe upon any other work or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm, or corporation. The firm further represents and warrants that the materials and services do not infringe upon the copyright, trademark, trade name, trade dress patent, statutory, common law, or any other rights of any person, firm, corporation, or other entity. The firm represents and warrants that it is the owner of or otherwise has the right to use and distribute the products and services contemplated by the Agreement.

Appendix E INSURANCE REQUIREMENTS

INSURANCE SCHEDULE J

1. _____ shall furnish a signed certificate of insurance to the City of Dubuque, Iowa for the coverage required in Exhibit I prior to commencing work and at the end of the project if the term of work is longer than 60 days. Contractors presenting annual certificates shall present a certificate at the end of each project with the final billing. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Department of Insurance or an equivalent approved by the Director of Finance and Budget. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Eg: Grand River Center Management, 500 Bell Street
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each certificate shall be furnished to the Finance Department of the City of Dubuque.
4. Failure to provide coverage required by this Insurance Schedule shall not be deemed a waiver of these requirements by the City of Dubuque. Failure to obtain or maintain the required insurance shall be considered a material breach of this agreement.
5. Contractors shall require all subconsultants and sub-subconsultants to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurances from all such subconsultants and sub-subconsultants. Contractors agree that they shall be liable for the failure of a subconsultant and sub-subconsultant to obtain and maintain such coverages. The City may request a copy of such certificates from the Contractor.
6. All required endorsements shall be attached to the certificate. The certificate is due before the contract/agreement can be approved.
7. Whenever a specific ISO form is listed, required the current edition of the form must be used, or an equivalent form may be substituted if approved by the Director of Finance and Budget and subject to the contractor identifying and listing in writing all deviations and exclusions from the ISO form.
8. Contractors shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. If the contractor's limits of liability are higher than the required minimum limits then the provider's limits shall be this agreement's required limits.
9. Contractor shall be responsible for deductibles and self-insured retention for payment of all policy premiums and other cost associated with the insurance policies required below.
10. All certificates of insurance must include agents name, phone number, and email address.
11. The City of Dubuque reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Schedule at any time.
12. The City of Dubuque reserves the right to modify these requirements, including limits, based on changes in the risk or other special circumstances during the term of the agreement, subject to mutual agreement of the parties.

INSURANCE SCHEDULE J (continued)

Exhibit I

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage Limit (any one occurrence)	\$50,000
Medical Payments	\$5,000

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG 00 01 or business owners form BP 00 02. All deviations from the standard ISO commercial general liability form CG 00 01, or business owners form BP 00 02, shall be clearly identified.
- 2) Include endorsement indicating that coverage is primary and non-contributory.
- 3) Include Preservation of Governmental Immunities Endorsement. (Sample attached).
- 4) Include additional insured endorsement for:
The City of Dubuque, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 26.
- 5) Policy shall include Waiver of Right to Recover from Others endorsement.
- 6) Policy shall include cancellation and material change endorsement providing thirty (30) days advance written notice of cancellation, non-renewal, reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to: City of Dubuque Finance Department, 50 West 13th Street Dubuque, Iowa 52001.

B) AUTOMOBILE LIABILITY

Combined Single Limit	\$1,000,000
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Coverage shall include all owned, non-owned, and hired vehicles. If the Contractor's business does not own any vehicles, coverage is required on non-owned and hired vehicles.

- 1) Policy shall include Waiver of Right to Recover from Others endorsement.

C) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory Benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85.

Coverage A	Statutory—State of Iowa	
Coverage B	Employers Liability	
	Each Accident	\$100,000
	Each Employee-Disease	\$100,000
	Policy Limit-Disease	\$500,000

Policy shall include Waiver of Right to Recover from Others endorsement.

Coverage B limits shall be greater if required by the umbrella/excess insurer.

OR

If, by Iowa Code Section 85.1A, the Contractor is not required to purchase Workers' Compensation Insurance, the Contractor shall have a copy of the State's Nonelection of Workers' Compensation or Employers' Liability Coverage form on file with the Iowa Workers' Compensation Insurance Commissioner, as required by Iowa Code Section 87.22. Completed form must be attached.

D) UMBRELLA/EXCESS LIABILITY \$1,000,000

The General Liability, Automobile Liability and Workers Compensation Insurance requirements may be satisfied with a combination of primary and Umbrella or Excess Liability Insurance. If the Umbrella or Excess Insurance policy does not follow the form of the primary policies, it shall include the same endorsements as required of the primary policies including but not limited to Waiver of Subrogation and Primary and Non-contributory in favor of the City.

E) PROFESSIONAL LIABILITY \$2,000,000

If the required policy provides claims-made coverage:

- 1) The Retroactive Date must be shown and must be before the date of the agreement.
- 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work or services.
- 3) If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a Retroactive Date prior to the date of the agreement, the contractor must provide "extended reporting" coverage for a minimum of five (5) years after completion of the work or services.

F) CYBER LIABILITY/BREACH \$1,000,000

X Yes ___ No

Coverage for First and Third Party liability including but not limited to lost data and restoration, loss of income and cyber breach of information.

Please be aware that naming the City of Dubuque as an additional insured as is required by this Insurance Schedule may result in the waiver of the City's governmental immunities provided in Iowa Code sec. 670.4. If you would like to preserve those immunities, please use this endorsement or an equivalent form.

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Dubuque, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Dubuque, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.

2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.

3. Assertion of Government Immunity. The City of Dubuque, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurer.

4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Dubuque, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Dubuque, Iowa.

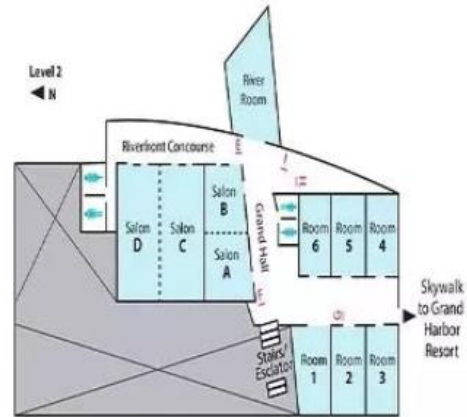
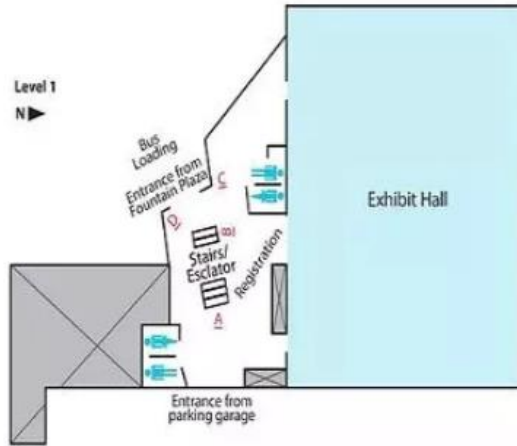
No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

SPECIMEN

(DEPARTMENT MANAGER: FILL IN ALL BLANKS AND CHECK BOXES)

Appendix F OPERATIONS AND MANAGEMENT SERVICES FACILITY AREA





Meeting Room							
	Ceiling	Dimensions	Sq. Ft.	Theater	Classroom	U-Shape	Banquet
Ballroom (A,B,C,D)	16	89.90x138.11	12,416.09	1,200	600	-	800
Salon A	16	45.40x50.80	2,306.32	170	90	40	130
Salon B	16	44.10x43.90	1,935.99	140	75	40	100
Salon C	16	89.90x44.10	3,964.59	375	192	40	260
Salon D	16	89.90x43.50	3,910.65	375	192	40	260
Meeting Room 1	12	57.50x40.70	2,340.25	200	100	40	112
Meeting Room 2	12	57.50x34.00	1,955.00	200	100	40	112
Meeting Room 3	12	57.50x32.00	1,840.00	200	100	40	112
Meeting Room 4	12	54.50x31.10	1,694.95	200	100	40	112
Meeting Room 5	12	54.50x31.10	1,858.45	200	100	40	112
Meeting Room 6	12	54.50x65.20	1,847.55	200	100	40	112
Meeting Room 1,2,3	12	57.50x99.40	5,715.50	600	300	0	400
Meeting Room 4,5,6	12	54.50x100.80	5,493.60	600	300	0	400
Exhibit Hall (A,B)	33	195x150	29,250.00	3,333	2,000	0	2,250
Exhibit Hall A	33	75x150	11,250.00	1,200	600	0	800
Exhibit Hall B	33	120x150	18,000.00	2,133	1,400	0	1,450
River Room	-	76.40x31.11	2,376.80	150	70	40	100



Leisure Services Department
2200 Bunker Hill Road
Dubuque, IA 52001
Office (563) 589-4263
TTY (563) 690-6678
Fax (563) 589-4391
www.cityofdubuque.org

**City of Dubuque Grand River Center Operations
Management Services Request for Proposal
Addendum #1
November 2, 2022**

The City of Dubuque Grand River Center Operations Management Services Request for Proposal outlined that the deadline for proposals is 2:00 p.m. CST on November 7, 2022. This addendum changes this due date to Friday, November 18, 2022 at 2:00 p.m. CST. This is so that firms will have ample time to work on the proposal submission.

An addendum to answer questions submitted was to be released today, November 2, 2022 by 5:00 p.m. This addendum release is delayed until Friday, November 4, 2022 at 5:00 p.m.

Marie L. Ware
Leisure Services Manager
mware@cityofdubuque.org
563-589-4264

**City of Dubuque Grand River Center Operations
Management Services Request for Proposal
Addendum #2
November 4, 2022**

Grand River Center Building and Grounds

1. What is the current plan for on-going capital renovations and funding of those projects through 2026?

Projects carried over from the last FY into FY 23 include the following:

3002710	62712	Expense	▼	GRC Exterior Decorative Concrete	\$	6,655	Carryover
1001990	71212	Expense	▼	GRC Chairs	\$	21,980	Carryover
3602113	73210	Expense	▼	GRC Replace Carpet	\$	10,430	Carryover
3502302	62716	Expense	▼	GRC AV & Sound	\$	3,000	Carryover
3502302	72419	Expense	▼	GRC AV & Sound	\$	111,000	Carryover
1022590	73211	Expense	▼	GRC Energy Efficiency	\$	21,000	Carryover
3502590	62712	Expense	▼	GRC Energy Efficiency	\$	2,000	Carryover
3502590	71123	Expense	▼	GRC Energy Efficiency	\$	92,879	Carryover
3502590	73210	Expense	▼	GRC Energy Efficiency	\$	141,103	Carryover
1002591	73211	Expense	▼	GRC Landscape Improvement	\$	18,075	Carryover
1002649	73211	Expense	▼	GRC Replace Caulk	\$	35,359	Carryover
1002784	73211	Expense	▼	GRC Paint	\$	139,000	Carryover
3602892	62811	Expense	▼	GRC Market Study & Assessment	\$	65,000	Carryover
3602892	59240	Revenue	▼	GRC Market Study & Assessment	\$	65,000	Carryover
3502893	62716	Expense	▼	GRC Mgmt and Ops Assessment	\$	35,000	Carryover
10033300	62431	Expense	▼	Property Maintenance	\$	177,362	Carryover
10033300	62611	Expense	▼	Mach/Equip Maintenance	\$	72,000	Carryover
10033300	71123	Expense	▼	Software	\$	26,454	Carryover
10033300	72416	Expense	▼	Video Equipment	\$	114,730	Carryover
10033300	73411	Expense	▼	Equip Acq	\$	209,235	Carryover

The current FY23 fiscal year includes the following capital improvements. FY23 projects are secured and ready to be implemented. Each year the last four years FY 24-27 can see a change based upon the availability of city funding. We are currently in the process of working on the FY24 budget and added capital projects. For further detail navigate to pages 186-203 of the pdf <https://www.cityofdubuque.org/DocumentCenter/View/51482/FY23-Recommended-Dubuque-Capital-Improvement-Program>

CONFERENCE CENTER

General Government

Replace Carpet	Greater Downtown TIF	\$	100,000	\$	120,000	\$	30,000	\$	—	\$	216,000	\$	466,000	109
Paint Interior Rooms and Areas	Sales Tax Fund (20%)	\$	—	\$	—	\$	18,000	\$	—	\$	24,000	\$	42,000	110
Replace Table, Chairs, and Podiums	DRA Distribution	\$	50,000	\$	50,000	\$	125,000	\$	—	\$	50,000	\$	275,000	111
Concrete Restoration	Sales Tax Fund (20%)	\$	52,000	\$	—	\$	—	\$	—	\$	50,000	\$	102,000	112
Replace Fabric Wall Covering	DRA Distribution	\$	35,000	\$	120,000	\$	35,000	\$	—	\$	—	\$	190,000	113
Roof Restoration	Greater Downtown TIF	\$	—	\$	—	\$	350,000	\$	350,000	\$	—	\$	700,000	114
Wood Bench Replacement	Sales Tax Fund (20%)	\$	—	\$	—	\$	25,000	\$	—	\$	—	\$	25,000	115
Paint Exterior Metal	DRA Distribution	\$	—	\$	—	\$	50,000	\$	50,000	\$	—	\$	100,000	116
Furniture Upholstery	DRA Distribution	\$	—	\$	—	\$	30,000	\$	—	\$	—	\$	30,000	117
Overhead Door Replacement	DRA Gaming	\$	—	\$	—	\$	—	\$	21,000	\$	55,000	\$	76,000	118
Trash Compactor Rehabilitation	DRA Distribution	\$	—	\$	—	\$	30,700	\$	—	\$	—	\$	30,700	119
Replace Clouds	DRA Distribution	\$	—	\$	—	\$	83,800	\$	—	\$	—	\$	83,800	120
Replace Exterior Building Sign	DRA Gaming	\$	—	\$	—	\$	—	\$	40,000	\$	—	\$	40,000	121

City of Dubuque Recommended Capital Improvement Summary FY 2023 - FY 2027

PROGRAM/ DEPT	PROJECT DESCRIPTION	SOURCE OF FUNDS	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	TOTAL	PAGE
LEISURE SERVICES									
CONFERENCE CENTER									
General Government									
	Paint Bridge	DRA Distribution	\$ —	\$ —	\$ 35,000	\$ —	\$ —	\$ 35,000	122
	Repaint Exhibit Hall Airwalls	DRA Distribution	\$ —	\$ 40,000	\$ —	\$ —	\$ —	\$ 40,000	123
	Replace/Rehab Room Doors	DRA Distribution	\$ —	\$ —	\$ —	\$ 59,000	\$ —	\$ 59,000	124
	Stage and Riser Replacement	DRA Distribution	\$ —	\$ 25,000	\$ —	\$ —	\$ 77,000	\$ 102,000	125
	Window Panel Replacements	Sales Tax Fund (20%)	\$ —	\$ —	\$ —	\$ —	\$ 16,000	\$ 16,000	126

- Please provide a list of the CIP and equipment replacement items from the last three years.

FY 22 See pages 168-188

<https://www.cityofdubuque.org/DocumentCenter/View/48039/2022-2026-Capital-Improvement-Program>

FY 21 See pages 159-176

<https://www.cityofdubuque.org/DocumentCenter/View/44578/2021-2025-Capital-Improvement-Program---Recommended>

FY 20 See pages 128-141

<https://www.cityofdubuque.org/DocumentCenter/View/39332/FY20-Recommended-Capital-Improvement-Program>

Please note that some of the capital improvements and equipment shown as funded are a part of the carryovers in question number one if the project was not completed or equipment not purchased. The Leisure Services Department is in the process of hiring a Project and Facilities Manager that will assist in completing the capital projects and equipment purchase work. COVID saw all budgets froze and then unfrozen that created a backlog of work and many project carryovers.

The following equipment will be replaced in FY 2023 (\$160,680):

Digital signs system (internal)	\$ 64,700
Audio Visual Equipment	\$ 2,500
100 gallon water heater	\$ 17,000
Vacuums (6)	\$ 7,750
Broiler	\$ 10,000
Hot boxes - tall	\$ 9,000
6 Burner Range	\$ 15,000
Recommended Improvement Packages	\$ 34,730
Total Equipment	\$160,680

The following equipment will be replaced in FY 2022 (\$175,580):

Exhibit Hall Projector	\$ 71,000
Ice Cubers (2)	\$ 14,447
Garbage Disposals (2)	\$ 5,399
LED Message Sign	\$ 77,684
Smoking Urns	\$ 5,800
Walkie Talkies	\$ 1,250
Total Equipment	\$175,580

The following equipment will be replaced in FY 2021 (\$90,846):

Exhibit Hall Projector	\$ 71,000
Ice Cubers (2)	\$ 14,447
Garbage Disposals	\$ 5,399
Total Equipment	\$ 90,846

The following equipment will be replaced in FY 2020 (\$26,000):

Artificial Plants	\$ 10,000
Audio Visual Equipment	\$ 10,000
Portable Radios	\$ 6,000
Total Equipment	\$ 26,000

3. Provide event schedule for 2018, 2019, and 2021 and any annually recurring events.
The bookings and events are handled by the private management company and thus proprietary business information. If a new management company is selected records would be available per the current management agreement.
4. Please list current AV equipment inventory.
See the attached equipment listing on the RFP site with Addendum #2. AV equipment as well as computers are provided.
5. Please list copies of any on-going maintenance contracts.
Trane - HVAC
Schindler – Elevator/escalator
Heartland (former CEC) – telephone system

6. Confirm the status of all roof repairs creating ceiling staining.
Over the clouds – rip in membrane repaired
By Exhibit A - clogged roof drain unclogged
Meeting Room 3 – rip in membrane repaired
7. Confirm all tables, chairs and staging equipment for event preparation.
200 round tables, 150- 6 foot tables, 150- 6' X 18" classroom tables, 50- 8' X 18" tables, 20- 30" round cocktail tables, 12- 30" concession rounds, 3000 chairs, 40 X 60 foot of staging
8. Please provide an inventory list of all equipment in the administrative offices.
10 staff computers
Multifunction machine
6 office cubicles and furniture, 5 room office and furniture (including manager)
Receptionist furniture and reception area furniture
Shredder
Full kitchen – microwave, refrigerator
Conference room table and 10 chairs
3 file cabinets
Manager office - conference table, credenza, desk
Note: there may be incidental equipment not included.
9. Confirm the responsibility for outdoor maintenance and responsibility for snow removal.
The outdoor maintenance in the area outlined in Appendix F of the RFP as well as the snow removal responsibility would be the responsibility of the RFP respondent. Capital projects related to landscapes are the responsibility of the City i.e. total renovation of parking island landscape beds or total renovation of crab apple tree allee to the west of the Center. Operational costs related to these areas belong to the respondent.
10. Confirm the location of staff parking.
Staff parking is in the outdoor parking lots outlined in Appendix F of the RFP.
11. Confirm the CCTV capabilities and inventory.
In FY 23 an improvement package was approved and is outlined below.

This improvement level decision package is for eighteen (18) security cameras to be placed inside the Grand River Center (GRC). Currently the GRC has cameras on the loading dock and an internal system for the employee service back of house. The internal system was installed in 2003 with only minor updates since that time. The safety and security of the many citizens and visitors to the Grand River Center is of utmost importance. No security monitoring system is in place for all the public areas, as well as entrances and exits of the building. This phase 1 of a 3 phase projects focusing on cabling and servers which is necessary for all 3 phases. It focuses on the back of the house. There will be a recurring cost of approximately \$1925 a year that would start in FY23 for these cameras. The first-year license cost is included in the purchase price. This improvement supports the City Council goal Vibrant Community: Healthy and Safe as well as the Management agenda high priority goal of surveillance camera funding.

Related Cost:	<u>\$ 34,730</u>	Tax Funds	Non-Recurring	Recommend - Yes
Property Tax Impact:	\$ 0.0137	0.14%		
Activity:	Conference Center			

12. Is there a current quote to replace carpet, damaged ceiling tiles, change to LED lighting, and repair of air walls?
The airwalls are serviced every six months and currently have no repairs needed. The carpets are on a carpet replacement. Question 1 and 2 of Grand River Center Building and Grounds shows the replacement CIPs or carpet and energy efficiency which will include LED. There is not a quote for these currently however there is funding that will become projects throughout the next year or two depending upon the projects. Replacement of ceiling tiles damaged is the responsibility of the manager.
13. Please list of all approved "Naming Right" locations (i.e. Ballrooms, Lobby)
There currently is not a naming right location list. Locations would be established and approved. The naming would not have visibility to the outside of the building i.e. a naming that would be visible through the windows visible from the Riverwalk. The building will also not be available for naming rights.
14. Please provide a copy of any naming rights proposal or agreement.
There are currently no naming rights in the Grand River Center thus no proposal or agreement exists.

Food and Beverage

1. Is all the Food and Beverage Equipment in the kitchen, including the dishwashing machine operational?
Yes.
2. What were the annual F&B sales for 2018, 2019 and 2021?
a. What % of those sales were alcohol?
b. Can you provide check averages for breakfast, lunch, & dinner?
c. What % of total meals were plated vs buffet?
This information is proprietary due to the nature of the current management agreement thus the city does not have access to this information.
3. Were there any discounted sales for provided for government clients of the facility? If so, can you provide the amount?
This is at the discretion of the manager under the current agreement. The discounted rate amount is at the discretion of the manager.
4. Provide verified counts of the china, glass, & silver inventory.
The Center started with 3000 place settings of china, glass, and silver. The inventory has not been verified however according to the current agreements this inventory would need to be in place.
5. Provide copies of the most recent banquet and catering sales menu.
This information can be found at https://www.grandrivercenter.com/files/ugd/92e132_5f0d762eb5984b9fb23f30cf0a07a517.pdf and

https://www.grandrivercenter.com/files/ugd/92e132_0a5de772365f4439ad8aa36b44d6a9aa.pdf. Rates are set independently by the manager.

6. Clarify the current status of the liquor license.
The liquor license is held by the manager.
7. Confirm number and size of portable bar stations.
6 Cambro portable bars – 10' long currently. They are currently set up with Pepsi who provides service equipment.

Finance

1. Provide 3 years of historical, detailed profit & loss statements for the Conference Center.
This information is proprietary information as the current Management Agreement as Platinum Hospitality operates the Grand River Center under a private business model.
2. Can you provide the proposed operating budget for FY2023?
This information is proprietary information as the current Management Agreement as Platinum Hospitality operates the Grand River Center under a private business model. The City's operating approved operational budget FY 23 is as follows:

GRAND RIVER CONFERENCE CENTER			
Budget Highlights	FY 2021 Actual	FY 2022 Budget	FY 2023 Requested
<u>Expenses</u>			
Employee Expense	—	—	27,526
Supplies and Services	376,856	535,443	557,606
Machinery and Equipment	—	175,580	160,680
Total Expenses	376,856	711,023	745,812
Debt on Projects paid with Sales Tax Fund (20%)	30,506	29,847	29,010
Property Tax Support	376,856	711,023	745,812
Percent Increase (Decrease)			

3. Can you provide the staffing organizational chart with titles/positions, as well as the current salaries for each position?
Because the facility is operated in a private business model, the City does not have a staffing organization chart or current salaries. The City's Contract Administrator works with the owner and the General Manager of the Grand River Center regarding the operations and items of the current management

agreement. The current agreement requires a general manager and housekeeping supervisor.

4. Can you provide the schedule of user fees charges along with room rental rates, standard charges for audio visual equipment, and/or other similar fees charged to facility users including any non-profit rates?
Equipment rates can be found at
https://www.grandrivercenter.com/files/ugd/92e132_603f73394ae84a9cb2388b66a6ba3a32.pdf. Other rates are controlled by the manager including but not limited to non-profit rates.
5. Clarify the extent to which utility costs will be allocated to the Conference Center. The current management agreement outlines the city pays 50% and the manager pays 50%. It is done as a reimbursement to the manager.
6. Please provide historical utility expense information.
Electric and Gas
FY 20 \$336,842
FY 21 \$248,220
FY 22 \$311,948
Water, Sewer, Stormwater fees are the responsibility of the manager and thus the city does not have records of those costs.
7. Are there any outstanding contractual obligations remaining with the Conference Center that must be assumed by the incoming management company?
Amadeus-event management software
8. Please provide the transient guest tax collection and distribution by the City of Dubuque for last three fiscal years including current forecast.
The current agreement outlines that 25% of hotel motel tax of the Grand Harbor is paid to the management company. The last three fiscal years and current budget are as follows:
FY 20 \$73,967
FY 21 \$74,571
FY 22 \$86,928
FY 23 budget \$88,310

OVERALL

1. Please provide the current management agreement.
Attached to Addendum #1 on RFP release site.

The answers provided are to the best of my knowledge interpreting the questions or requests as asked.

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