



Request for Proposals (RFP)

Raising Cane's River Center Management

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Issue Date:	September 3, 2026
Responses Due:	October 5, 2026 5:00 PM
RFP No.:	VBR RFP 10-2-2026RCRC
Subject Line:	"RCRC Proposal for Interim Management"

Note: This RFP is not available to submit online via Central Bidding; submissions must be mailed electronically to the email address outlined in the RFP.

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1. GENERAL INFORMATION

1.1 Our Mission, Vision and Values Statement

The mission of Visit Baton Rouge (“VBR”) is to increase visitation to and awareness of the City of Baton Rouge and the Parish of East Baton Rouge (collectively referred to hereinafter as “City-Parish”) thereby enhancing economic impact.

The vision is that the Baton Rouge Area will be a nationally recognized premier destination providing an unmatched Louisiana experience to all visitors.

The values statement is that VBR will pledge to promote a culture of diversity, equity and inclusion through its marketing efforts, hiring practices, vendor opportunities and visitor experiences while displaying a passion for and an appreciation of the travel and tourism industry offering an authentic Louisiana experience.

1.2 Nature and Purpose of this Request for Proposals

The purpose and intent of this Request for Proposal (“RFP”) is to obtain competitive proposals from qualified Proposers to serve as the management sub-contractor of the River Center (“Manager”) to perform management and advisory services as set forth below and subject to the terms of this document and a final interim management agreement. VBR will be the Interim Manager (“Interim Manager”) that subcontracts to the Manager.

Hereinafter, a person or entity submitting a response to this RFP shall be referred to as a “Proposer,” and a Proposer’s response to the RFP is referred to as a “Response” or “Proposal.”

1.3 Facility

The River Center, owned by the City-Parish, currently consists of the following components: the Raising Cane’s Convention Center (“Convention Center”), the River Center Theatre for the Performing Arts (“Theatre”), the Raising Cane’s River Center Arena (“Arena”), and two structured parking facilities (“Parking Garages”), collectively referred to as the River Center Facility (“Facility”).

The City-Parish is currently planning to enter into an agreement with a developer (“Developer”) to renovate the River Center, including the renovation of the exhibition and meeting facilities within the Convention Center and the demolition of the Arena and subsequent construction of an approximately 3,500 maximum capacity flexible entertainment venue (“Entertainment Venue”), collectively with the Theatre and Parking Garages, the redeveloped River Center (“Redeveloped Facility”). Advisory services with respect to these planned improvements are part of the scope of this RFP. The term of the contract shall extend to not less than 60 days following the selection of the Developer, and therefore, management of the Redeveloped Facility is not part of this RFP or planned to be part of the Scope of Services. The estimated term of the interim agreement with the Manager for management of the Facility is expected to be less than two (2) years.

The City-Parish also plans to enter into a separate long-term agreement with a Developer to develop and operate an approximately 350-key headquarters hotel with its own ballroom and meeting space (“Headquarters

Hotel”). The Headquarters Hotel is planned to be connected to the Redeveloped Facility, but its development, management and operation is not part of this RFP or planned to be part of the Scope of the Services.

1.4 Management

The River Center is currently managed by Legends Global (“Legends/ASM”) with a term expiring on December 31, 2026. On August 26, 2026, the City-Parish approved a Memorandum of Understanding with VBR to serve as the Interim Manager of the Facility pending the selection of a developer (“Developer”) for the Redeveloped Facility and the development of the Headquarters Hotel. Under this MOU, VBR will serve as the Interim Manager and shall procure a management sub-contractor (“Manager”) to a contract management company from the date of the expiration of Legends/ASM’s management contract through the selection of the Developer for the Redeveloped Facility and Headquarters Hotel. It is anticipated that the Manager contracted from this interim management RFP may then have the opportunity to submit a proposal for the long-term management of the Redeveloped Facility.

1.5 General Terms and Conditions

In addition to any term, requirement, or condition included in any other portion of this RFP, this RFP and all proposals submitted in response to it are subject to the following general terms and conditions (the “General Conditions”):

1.5.1 All documents submitted to VBR pursuant to this RFP, and any subsequent contract, are subject to the Louisiana Public Records Act, LSA-R.S. 44:1 et seq., and may be released by VBR in its sole discretion when a public records request is made by news media, competitors, or other interested parties, in accordance with state law.

1.5.2 All communications regarding this RFP should be made through the email provided in this document. No contact regarding this process other than with or facilitated by VBR, formal or informal, shall be made with staff of the Facility or City-Parish, or other stakeholder entities, beginning with the issue date of this RFP and concluding with the selection of the Manager.

1.5.3 This document does not represent a commitment or offer by VBR to enter into an agreement with any Proposer or to pay any costs incurred in the preparation of a response to this RFP. Final award of any contract is contingent upon the execution of a management agreement.

1.5.4 Proposers shall not offer any gratuities, favors or anything of monetary value to any official or staff of VBR or the City-Parish for the purposes of influencing the outcome of the RFP selection process.

1.5.5 Proposers shall not collude in any manner or engage in any practices with any other Proposers that may restrict or eliminate competition or otherwise restrain trade. This prohibition is not intended to preclude joint ventures or subcontracts.

1.5.6 An award may be made to the responsible Proposer whose proposal is determined in writing by the governing authority of VBR to be the most advantageous, taking into consideration the evaluation factors set forth in this RFP.

1.5.7 If any Proposer is found to have falsified any information to VBR in relation to this RFP, or which has been barred from doing business with the City-Parish, its partner organizations or the State of Louisiana, or which has been convicted of a felony related to procurement contracting may be rejected.

1.5.8 Where written proposals are submitted by Proposers, the proposals of the successful Proposer may, at VBR's option, be incorporated into the final contract consummated with that Proposer.

1.6 Schedule of Events

Due to the expiration of the current management contract at the end of 2026, an accelerated timeline is necessary to execute the management agreement between VBR and the selected Proposer and commencement of interim management by January 1, 2027. **All dates are subject to change.**

	<u>Date</u>	<u>Time</u>
Issuance of RFP Document	September 3, 2026	
Receipt of Intent to Propose	September 10, 2026	5:00PM CST
Receipt of Request for Site Visit	September 10, 2026	5:00PM CST
Requested Site Visits & Meetings	September 14-16, 2026	
Deadline to Receive Written Questions	September 18, 2026	5:00 pm CST
Deadline to Answer Written Questions	September 25, 2026	5:00 pm CST
Submission Due Date	October 5, 2026	5:00 pm CST
Virtual Presentations (Zoom)	October 14-16, 2026	
Notification to Successful Proposer(s)	October 26, 2026	5:00 pm CST
Contract Negotiations	October 26-November 19, 2026	
Metro Council Introduction of Contract Management Company Agreement	November 23, 2026	
VBR Board Approval of Contract Management Company Agreement	November 30, 2026	
Metro Council Hearing/Approval of Contract Management Company Contract	December 9, 2026	
Commencement of Interim Management	January 1, 2027	

1.7 Proposal Submittal Cover

ALL PROPOSALS MUST BE RECEIVED BY VBR NO LATER THAN THE DATE AND TIME SHOWN IN THE SCHEDULE OF EVENTS FOR THE DEADLINE TO SUBMIT PROPOSALS. ALL PROPOSALS MUST BE SUBMITTED ELECTRONICALLY VIA EMAIL TO THE EMAIL ADDRESSES LISTED BELOW.

IMPORTANT: THE SUBJECT LINE OF THE EMAIL CONTAINING ANY QUESTIONS SUBMITTED AND IN THE EMAIL CONTAINING THE PROPOSAL SHOULD INCLUDE: "RCRC Proposal for Interim Management" AND THE PROPOSAL NUMBER BELOW.

IN ADDITION, THE FOLLOWING INFORMATION SHOULD BE INCLUDED IN THE BODY OF THE EMAIL CONTAINING THE PROPOSAL.

Proposal No.: VBR RFP 10-2-2026RCRC

Proposer Full Legal Name: _____

Proposer Mailing Address: _____

Proposer Contact Name: _____

Proposer Contact Phone: _____

Proposer Email Address: _____

Proposals should be addressed as follows:

Visit Baton Rouge

Jill Kidder, President/CEO of Visit Baton Rouge

jill@visitbatonrouge.com

AND

Laura Cating, SVP of Marketing & Communications

laura@visitbatonrouge.com

PROPOSER IS SOLELY RESPONSIBLE FOR THE TIMELY DELIVERY OF ITS PROPOSAL. FAILURE TO MEET THE PROPOSAL DATES IN THE SCHEDULE OF EVENTS MAY RESULT IN REJECTION OF THE PROPOSAL.

1.8 Legibility / Clarity

The Proposal is to demonstrate, in as much detail as Proposer feels necessary, an understanding of the requirements of the Scope of Services. Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP, and visual presentations through photos, charts, or graphs when possible are desired. Proposals should follow the page limits outlined in each section of the Submission Requirements. Each Proposer is solely responsible for the legibility, accuracy, and completeness of its Proposal.

1.9 Confidentiality

Proposer acknowledges that all documents submitted to VBR pursuant to this RFP are subject to the Louisiana Public Records Act, LSA-R.S. 44:1 *et seq.*, and may be released when a public records request is made by news media, competitors, or other interested parties, in accordance with the law.

If a Proposer deems that any Proposal or document submitted to VBR under this RFP contains proprietary or trade secret information pertaining to any code, pattern, formula, design, device, method, or process which is proprietary or trade secret information, or data Proposer believes is not otherwise subject to public disclosure,

under La. Const. Art I § 5, LSA-R.S. 44:3.2, or other provisions of law ("Relevant Public Record Law,") the Proposer shall clearly mark each relevant page of such document(s) as detailed below, additionally specifying (i) exactly what data or information on such page is protected and (ii) the specific section of the Relevant Public Record Law under which the disclosure of such information is protected, prior to delivering or making them available to VBR.

Any Proposal containing proprietary or trade secret information as determined by a Proposer shall contain a cover sheet that provides in bold type "DOCUMENT CONTAINS CONFIDENTIAL PROPRIETARY OR TRADE SECRET INFORMATION." The Proposer shall clearly mark each instance of information which is, in its opinion, proprietary or trade secret information. However, the determination of whether such information is in fact proprietary or trade secret information shall be made by VBR in VBR's sole and absolute discretion. Proposer hereby irrevocably agrees that it shall accept such determination by VBR. Should VBR receive a public records request for any information which has been properly marked by any Proposer as proprietary or trade secret information, VBR will use commercially reasonable efforts, prior to the disclosure of the information, to notify such Proposer of the request and of the custodian's determination of whether or not the information requested is subject to disclosure.

Proposer agrees it is a condition of this RFP (which by submission of a Proposal Proposer hereby accepts) that VBR shall have absolutely no liability of any nature whatsoever for any negligent or inadvertent public or private disclosure or use by VBR of any data, information, or document or portion of any document submitted to VBR pursuant to this RFP, whether or not such document has been marked as confidential as set forth above, and whether or not VBR gives any prior notice to Proposer whatsoever of such use or disclosure.

Nothing herein shall prohibit VBR from making any proposal, including confidential business data, trade secrets, and proprietary information contained therein, available to any VBR staff members, vendors or industry partners for the purpose of assisting VBR in its evaluation of the Proposal. VBR shall use commercially reasonable efforts to require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in this RFP.

A term similar to this Section 1.9 shall be included in any contract which may result from this RFP.

1.10 Proposal Clarifications Prior to Submittal

1.10.1 Addenda to RFP.

VBR reserves the right to issue addenda to the RFP at any time prior to the submission due date. Such addenda shall be posted on VBR's website and transmitted to all potential Proposers who notify VBR of an email address to receive such addenda. Such addenda may be issued by VBR in its sole and absolute discretion whether as a result of a Proposer inquiry as discussed below or upon VBR's own volition. Whether or not a potential Proposer has received notice of an addendum or all addenda to this RFP shall not relieve any potential Proposer of the obligation to comply with such addenda.

1.10.2 Inquiry Periods.

An initial inquiry period is hereby firmly set for all interested Proposers to perform a detailed review of the RFP documents and to submit any written questions relative thereto. All questions MUST be in writing and received by the time listed on the Inquiry Deadline date set forth on the Section 1.6. Inquiries shall not be entertained thereafter.

VBR shall only answer Proposer inquiries in writing. Oral responses or statements by any person, including any VBR officer, director, employee, or agent, shall not be considered as a response from VBR and shall not bind VBR in any respect or affect this RFP in any manner. VBR shall send the written answer to any question received by VBR to all potential Proposers who notify VBR of an email address to receive such answers.

VBR shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of VBR. VBR reasonably expects and requires responsible and interested Proposers to conduct their in-depth Proposal review and submit inquiries in a timely manner. No negotiations, decisions, or actions shall be executed as a result of any oral discussions or prior meetings with any VBR employee or VBR consultant. VBR shall only consider written and timely communications from Proposers.

Inquiries shall be submitted in writing by an authorized representative of the Proposer, clearly cross-referenced to the relevant RFP solicitation section. Only those inquiries received by the established deadline shall be considered by VBR.

1.10.3 Address for Inquiries.

Inquiries concerning this solicitation may be delivered by email to:

Jill Kidder
President/CEO
Visit Baton Rouge
Email: jill@visitbatonrouge.com

AND

Laura Cating
SVP of Marketing and Communications
Visit Baton Rouge
Email: laura@visitbatonrouge.com

SUBJECT LINE OF EMAIL CONTAINING QUESTIONS MUST READ:
"RCRC Proposal for Interim Management"

1.11 Changes, Addenda, Withdrawals by Proposer

If the Proposer needs to submit changes or addenda to its Response, such shall be submitted via email, prior to the submission due date. Such shall meet all requirements for the Proposal. If the Proposer chooses to withdraw its Proposal response, the withdrawal notice shall be via email and received prior to the submission due date.

1.12 Cost of Proposal Preparation

The Proposer assumes sole responsibility for any and all costs associated with any site visits, the preparation of any Proposal submitted in response to the RFP and preparation for oral presentations/discussions and other such expenses and shall not include this cost or any portion thereof in the offered contract price and terms.

1.13 Taxes

VBR is a political subdivision of the State of Louisiana and as such is a tax-exempt entity. Any taxes, governmental fees or surcharges if applicable, shall be assumed to be included within the Proposer's cost. Any taxes, fees or surcharges not so included shall be borne solely by the Proposer.

1.14 Proposal Validity

Notwithstanding any time-limits shown in Section 1.6 above, all Proposals shall be considered valid for acceptance until such time an award is made by VBR unless the Proposer provides for a different period within its Proposal. However, VBR reserves the right to reject a Proposal if the Proposer's response is unacceptable for any reason or if at VBR's request, the Proposer is unwilling to extend the validity of its Proposal.

1.15 Contractor Responsibilities

The selected Proposer shall be required to assume responsibility for all items and services offered in its Proposal whether it produces or provides them. VBR shall consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

1.16 Intent to Propose

Proposers should provide email confirmation of interest in submitting a proposal by the date outlined in this RFP in order to receive future communication regarding the RFP.

1.17 Site Visit

If requested by any Proposer, VBR will host a site visit for interested Proposer(s) to familiarize themselves with the Facility, current operations of the facility, and the surrounding area. During this site visit, VBR can also host a one-on-one meeting with any such Proposer(s) to answer any questions related to the Facility or the RFP. Proposers should notify VBR of its interest in a site visit by the date outlined in this RFP.

To assist Proposers in familiarizing themselves with current operations of the facility, floor plans and space breakdown, historical event and financial data, and staffing data are included as separate addenda to Exhibit C.

1.18 Written or Oral Discussions/Presentations

VBR may require an oral presentation from those Proposers that VBR deems reasonably inclined to be selected for award. These oral presentations may be scheduled by VBR after initial review of Proposers' written Proposals. It is anticipated that these presentations will be held during regular business hours (Monday-Friday 8:00 am - 5:00 pm) during the October 14-16, 2026 time period. It is anticipated that the oral presentation will be virtual (e.g., by Zoom).

Any such presentation should showcase the Proposer's abilities and how such abilities will benefit the Facility, the City-Parish, and VBR. Proposals may be accepted without such discussions and awards made on the basis of the initial responses to this RFP so Proposals should be complete and reflect the most favorable terms available from the Proposer. VBR reserves the right to make such investigation as it deems necessary to

determine the ability of any Proposer to perform the work or service requested, including without limitation discussions with third parties concerning the Proposer. Third-party releases, contact information, and any additional release, data, or information which VBR deems necessary to facilitate this investigation shall be provided timely by the Proposer. Such items may include but are not limited to current financial statements prepared by an independent CPA, verification of personnel, past and current clients, and past performance records.

Any commitments or representations made during these presentations may become formally recorded in the final contract.

Written or oral discussion/presentations for clarification may be conducted to enhance VBR's understanding of any or all of the Proposals submitted. Proposals may be accepted without such discussions.

1.19 Contract Negotiations

Upon selection, VBR and the Proposer shall complete the process by negotiating and entering into a final Contract for Interim Management Services. VBR shall provide the initial draft of the agreement to the successful Proposer. Proposer understands that VBR is a political subdivision of the State of Louisiana and as such is bound by certain statutory provisions which affect and limit VBR with respect to contracts it may enter into, including without limitation contract clauses affecting confidentiality and limitations on VBR's ability to indemnify contractual parties. If for any reason the Proposer whose Proposal is most responsive to VBR's needs, price and other evaluation factors set forth in this RFP considered, does not agree to a contract, that Proposal shall be rejected and VBR may negotiate with the next most responsive Proposer. Negotiation may include revision of any terms, conditions, and requirements. The VBR Board of Directors ("Board") and Metro Council must approve the final Contract form to complete the process.

1.20 Cancellation of RFP or Rejection of Proposals; Waiver of Formalities

VBR reserves the right to: (a) reject or cancel any or all submittals; (b) reject any portion(s) of a submittal; (c) reissue the RFP with or without modification; (d) negotiate all submittal elements; and (e) reject all submittals and to undertake the work contemplated herein in a different manner. Submittals that do not comply with the Submission Requirements of the RFP, or that contain omissions, erasures, alterations or additions not called for, or that are irregular in any way, may be rejected as nonresponsive and insufficient. VBR reserves the right to waive any or all such failures when such a waiver is considered to be a waiver of VBR's best interest.

1.21 Evaluation and Selection

All Proposals received are subject to evaluation by a review committee selected by the Chairman of the VBR Board and potentially made up of VBR staff, VBR consultants, City-Parish representatives appointed by Mayor and/or Metro-Council and/or others VBR deems necessary to ensure the best results. Based upon such evaluation, VBR Pres/CEO will make a recommendation to the full VBR Board. The Board shall select the successful Proposal and Proposer. After such selection, VBR will notify such successful Proposer and all unsuccessful Proposers of the outcome of the RFP process.

1.22 Negotiations and Contract Approval

After selection, VBR will enter into contract negotiations with the successful Proposer. Upon agreement of contract terms and finalization of the agreement between VBR and the selected Manager, the contract management company agreement will be introduced to Metro Council. This will be followed by VBR Board and Metro Council approval of the Contract. Commencement of interim management by the Manager shall commence no later than January 1, 2027.

1.23 Insurance Requirements

Any successful Proposer shall carry and maintain and shall require certain of its contractors and subcontractors to carry and maintain, insurance coverages meeting or exceeding the requirements outlined in this Section and in Exhibit B. VBR, the City-Parish, and their departments, committees, directors, officers, agents, employees, and volunteers (collectively, "VBR Group") shall be included as additional insureds on all required liability policies. All required liability policies shall be primary and non-contributory with respect to any insurance or self-insurance maintained by VBR Group. Additional insured status under Proposer's commercial general liability insurance shall be provided on forms at least as broad as ISO CG 20 10 10 01 and CG 20 37 10 01, or their equivalent, for both ongoing and completed operations. Any successful Proposer and certain of its contractors and subcontractors shall waive, and shall cause their insurers to waive, all rights of subrogation against VBR Group. The required insurance shall be maintained continuously from commencement of services through the entire term of the contract and for three years after completion or termination. VBR reserves the right to require complete copies of all required policies, including endorsements, at any time. All required policies shall be issued by insurers rated A- Class VII or higher by A.M. Best. Failure by the Proposer to provide or failure of VBR Group to obtain any certificate, endorsement, or other evidence of insurance shall not waive, limit, or otherwise relieve the Proposer of its obligation to procure and maintain the insurance required under this RFP or the contract.

1.24 Indemnification

Notwithstanding anything to the contrary, the Contract shall require the successful Proposer to protect, indemnify, defend, save, and hold harmless VBR Group from and against any and all lawsuits, judicial or non-judicial actions and demands, valid and alleged claims, judgments, liabilities, losses, costs and/or expenses (including without limitation the costs of investigation and settlement, and reasonable attorney's fees and costs, including for obtaining indemnity and defense from Proposer, if necessary) from any person or entity, including without limitation third-parties to this Agreement, arising out of or related to (i) the breach of any of the successful Proposer's duties, obligations, representations or warranties under the Contract or (ii) any act or omission (including but not limited to any negligent or intentional act or omission) of the successful Proposer, its officers, directors, employees, agents, servants, and contractors. To the fullest extent permitted by Louisiana law, these indemnification defense, and hold harmless obligations shall apply regardless of any comparative, contributory, or concurrent negligence of VBR Group.

1.25 Status of VBR and City-Parish

Proposer acknowledges and understands that VBR and the City-Parish are political subdivisions of the State of Louisiana and are bound by various State laws and rules that apply to Louisiana governmental entities, including without limitation the Louisiana Public Records Law, the Louisiana Open Meetings Law, and the Louisiana Public Bid Law. VBR shall strictly comply with all such laws in its sole discretion, and any contract which results from this RFP shall provide for such compliance by VBR.

2. SCOPE OF SERVICES

2.1 Scope of Services

VBR intends to enter into an agreement with a Manager to provide management and advisory services as defined in this RFP for the Facility through the selection of a Developer for the Redeveloped Facility. The Proposer shall:

- 2.1.1 Provide services of the highest quality, provide competent and sound fiscal management, provide support programming, minimize expenses, and continue to develop a position reputation for the River Center among VBR, the City-Parish, promoters, event organizers and attendees, and the community at large.
- 2.1.2 Create and provide exemplary and unique food and beverage offerings and services.
- 2.1.3 Maximize operational efficiency and identify innovative revenue streams for programming of the Facility.
- 2.1.4 Establish a sustainable, financially self-sufficient operating model with minimal recurring financial dependency on the City-Parish.
- 2.1.5 Work toward reducing the City-Parish's annual operating subsidy over the term of its agreement and shall propose specific, measurable annual targets for subsidy reduction.
- 2.1.6 Take into account not only events which generate substantial direct revenues for the Facility, but also events which produce less direct revenue, but generate significant hotel occupancy tax and peripheral economic benefits to the City. It is the goal of VBR, the Board and the City-Parish for this facility to generate new and incremental business and revenues for the hospitality industry and thus tax revenues for the community's benefit.
- 2.1.7 Maintain the Facility to the highest industry standards, ensuring long-term preservation of capital investments and ongoing alignment with VBR and City-Parish brand and program needs.
- 2.1.8 Report to VBR and its Board, which shall be responsible for decisions related to capital improvements, rental rate approvals, budget approvals, and overall operating and financial performance under the Manager's contract.
- 2.1.9 Aid and advise VBR and the City-Parish on the design, program, and scope of proposed improvements for the Redeveloped Facility.

The Proposer will be responsible for management and operations of the Facility, including but not limited to the following:

- 2.1.10 Day-to-day facility operations, including general operational oversight of the Facility
- 2.1.11 Event booking, scheduling, and coordination, including management of the master calendar, contract negotiation with event promoters and organizers, and coordination of multi-venue events. VBR and proposer will work in concert to set goals and KPIs for bookings and financial success.

2.1.12 Marketing, advertising, and promotion of the Facility, including development and implementation of marketing plans, management of social media and digital presence, and coordination with VBR's destination marketing efforts

2.1.13 Staffing and human resources management

2.1.14 Financial management, budgeting, and reporting, including preparation and management of annual operating and capital budgets, accounts payable and receivable, cash management, and preparation of monthly, quarterly, and annual financial reports, the foregoing to be presented to Metro Council annually with City-Parish budget and at the request of Metro Council

2.1.15 Facility maintenance, repair, and capital planning, including preventive maintenance programs, routine repairs, management of service contracts, development of capital improvement plans, and coordination of major repairs and renovations

2.1.16 Food and beverage operations, including oversight or direct management of concessions, catering, premium hospitality services, and alcohol beverage service in compliance with all applicable permits and regulations

2.1.17 Safety, security, and emergency management, including development and implementation of security plans, coordination with law enforcement, emergency preparedness and response protocols, crowd management, and compliance with life safety codes

2.1.18 Producing and implementing, in conjunction with VBR, a booking policy and operations policy manual for the River Center

2.1.19 Compliance with all applicable federal, state, and local laws and regulations, including ADA accessibility requirements, fire and building codes, health and sanitation regulations, OSHA requirements, environmental regulations, Louisiana public records and ethics laws and all applicable tax laws

2.1.20 Compliance with all applicable federal, state, and local tax laws, ensuring timely reporting and payments of such

2.1.21 Parking facility management, including operation of the Parking Garages, parking fee collection and revenue management, maintenance of parking equipment and infrastructure, and coordination with event parking needs

2.1.22 Technology and information systems management, including management of event management software, CRM software, ticketing systems, point-of-sale systems, building automation systems, audio-visual equipment, telecommunications, and cybersecurity

2.1.23 Box office and ticketing operations, including ticket sales, customer service, will-call operations, and coordination with third-party ticketing platforms;

2.1.24 Guest services and customer relations, including information services, accessibility accommodations, lost and found, and resolution of patron complaints and concerns

2.1.25 Contract administration, including negotiation, execution, and management of vendor contracts, service agreements, license agreements, and event contracts, subject to any required VBR or City-Parish approvals

2.1.26 Risk management and insurance administration, including identification and mitigation of operational risks; maintenance, renewal, and documentation of all insurance coverages required by Sections 1.23, 3.16, and Exhibit B; verification that approved subcontractors maintain required coverages; prompt reporting and management of incidents and claims; and coordination with VBR and the City-Parish risk management office

2.1.27 Coordination with the Developer solicitation process for the Redeveloped Facility, including providing information and access as reasonably requested by VBR or the City-Parish and positioning the facilities for transition to post-development operations

2.1.28 Community relations and stakeholder engagement, including coordination with downtown Baton Rouge businesses, neighborhood associations, and civic organizations

The City-Parish will be responsible and assume the cost for the following service and maintenance tasks:

2.1.29 Central mechanical plant

2.1.30 General maintenance

2.1.31 Electrical

2.1.32 Plumbing

2.1.33 A/C and heating

2.1.34 Carpentry-masonry work

2.1.35 Roofing

2.1.36 Locksmith

2.1.37 Landscape and grounds

2.1.38 Building improvements / renovation design work

2.1.39 Elevator and escalator maintenance and labor costs related to set-up and production of event are specifically excluded from City-Parish responsibility

The Manager shall coordinate all maintenance requests and emergency repairs in accordance with a maintenance coordination protocol to be established by VBR and the City-Parish. The protocol shall address routine maintenance requests, emergency repairs procedures, response time expectations, and a communication framework between the Manager's staff, VBR and City-Parish maintenance personnel.

2.2 Performance Standards and Key Performance Indicators

The Manager shall be evaluated against specific, measurable key performance indicators ("KPIs") to be established by mutual agreement of the parties and approved by VBR prior to the commencement of each contract year. KPIs may address the following areas:

- 2.2.11 Hotel room night generation targets
- 2.2.12 Economic impact to the City-Parish of events
- 2.2.13 Event booking lead times
- 2.2.14 Maintenance response times for routine and emergency repair requests
- 2.2.15 Food and beverage quality and service metrics
- 2.2.16 Customer satisfaction scores as measured by an approved survey methodology
- 2.2.17 Minimum annual event counts by event type (e.g. conventions)
- 2.2.18 Annual gross or net revenue targets by revenue category
- 2.2.19 Annual net operating income (or maximum subsidy) targets
- 2.2.20 Annual operating budget variance thresholds

The Manager shall report on KPI performance monthly and shall provide a comprehensive annual KPI performance report to VBR no later than sixty (60) days after the end of each contract year.

2.3 Revenue Handling and Financial Controls

- 2.3.1 All revenues generated at the Facility shall be deposited into a bank controlled by the VBR or, at VBR's election, an account subject to joint control by VBR and the Manager. The Manager shall not commingle facility revenues with any other funds of the Manager or its affiliates.
- 2.3.2 The Manager shall operate under an approved annual operating budget and an approved annual capital budget, each to be submitted by the Manager to VBR Board for approval no later than September 15 of each year for the following calendar year. VBR Board shall retain final approval authority over both budgets.
- 2.3.3 The Manager shall maintain separate books and records for the Facility in accordance with generally accepted accounting principles (GAAP), which books and records shall be the property of VBR and shall be subject to inspection and audit by VBR at any time upon reasonable notice.
- 2.3.4 The Manager shall provide VBR with the following financial reports:
 - 2.3.4.10 Monthly financial statements with variance analysis against the approved budget, including a balance sheet, income statement, and cash flow statement, delivered within twenty (20) days of the end of each calendar month;

2.3.4.11 Quarterly financial reports, including variance analysis against the approved budget, delivered within thirty (30) days of the end of each calendar quarter; and

2.3.4.12 An annual audited financial statement for the Facility, prepared by an independent certified public accounting firm selected by or acceptable to VBR, delivered within ninety (90) days of the end of each contract year.

2.3.5 All records related to the management and operation of the Facility are public records subject to the Louisiana Public Records Act, La. R.S. 44:1 et seq.

2.4 Staffing Requirements

2.4.1 All persons employed in connection with the management and operation of the Facility shall be employees of the Manager (or its approved subcontractors), and not employees of VBR or the City-Parish. The Manager shall be solely responsible for all employment-related obligations, including without limitation wages, benefits, payroll taxes, workers' compensation insurance, and compliance with all applicable federal, state, and local employment laws.

2.4.2 VBR shall have the right to approve the Manager's proposed General Manager and all other key personnel positions identified. VBR shall have the right to require the removal of any key personnel for reasonable cause upon written notice to the Manager. The Manager shall not replace any key personnel without the prior written approval of VBR.

2.4.3 The current contract with Legends/ASM contains a provision that requires the City-Parish require any successor management contractor provide an offer of employment for a period of six (6) months to all non-senior management personnel employed at the Facility at the time of termination or expiration of the contract, subject to dismissal for cause, in similar positions at the Facility and with similar compensation and benefits. This requirement does not apply to senior management personnel including, without limitation, the general manager, director-level employees and department heads. Legends/ASM's prior written consent is required for the City-Parish to solicit employment for senior management personnel through one (1) year following the termination or expiration of Legends/ASM's agreement. If applicable, the new Manager shall propose a transition plan for existing employees of the current manager that complies with the continuing employment requirements of the contract with the current manager, including the Manager's approach to interviewing, hiring, and retaining qualified current employees. The Manager shall comply with all applicable federal and state laws regarding employee transitions, including the Worker Adjustment and Retraining Notification Act (WARN Act), if applicable.

2.4.4 The Manager shall maintain staffing levels sufficient to provide the Scope of Services in accordance with the standards set forth in this RFP and the contract, as determined by VBR in its reasonable discretion.

2.4.5 The Manager shall require criminal background checks for all key personnel and all employees with access to financial systems, sensitive data, or restricted areas of the Facility, in compliance with the Fair Chance Ordinance of the City of Baton Rouge – Parish of East Baton Rouge.

2.5 Parking Garage Management

2.5.1 The Manager shall include a proposal for the management and operation of the Parking Garages. The Manager's responsibilities may include daily operations, maintenance coordination (in conjunction with VBR and the City-Parish), revenue collection, and event-day parking management.

2.5.2 Parking revenues shall be included in the Manager's revenue projections and shall be subject to the revenue-sharing arrangements established in the contract.

2.5.3 The Manager shall not increase regular (non-event) daily parking rates without prior written approval of VBR and the City-Parish. Event-day parking rates shall be proposed by the Manager as part of its annual operating budget, subject to VBR and City-Parish approval.

2.5.4 The City-Parish shall identify and disclose all existing parking agreements, permits, or third-party arrangements currently in effect for the Parking Garages, and the Manager shall honor such agreements for their remaining terms unless otherwise directed by the City-Parish. Currently the Parking Garages are operated and managed by LAZ Parking through an agreement that expires in February 2027.

2.5.5 The Proposer shall include a comprehensive Parking Garage Management Plan addressing rate structures, revenue projections, technology investments, coordination with event operations, potential third-party operators, and maintenance protocols.

2.6 Naming Rights

2.6.1 The River Center currently operates under a naming rights agreement with Raising Cane's. The Proposer's plan should address sub-naming rights for specific venue components (e.g., ballrooms, meeting rooms, and other facility components) and any other sponsorship or signage programs.

2.6.2 The Manager shall not have authority to negotiate, execute, or modify any naming rights agreement on behalf of the VBR or the City-Parish without the prior written approval of VBR and, if required, the Metro Council.

2.6.3 All existing naming rights revenues shall be the property of the City-Parish.

3. SUBMISSIONS REQUIREMENTS

Proposals submitted for consideration should follow the format and order of presentation outlined below, following the page limit requirements of each section. Proposals should exhibit the Proposer's understanding and approach to rendering the Scope of Services. Proposers should respond to each of the following elements in its Proposal.

3.1 Cover Letter and Certifications (Maximum 2 Pages)

Each Proposer shall submit a cover letter on the Proposer's letterhead, executed by an authorized representative, which includes the following:

3.1.1 A statement confirming the Proposer's interest in serving as Manager of the Facility and its willingness to enter into a contract management agreement with VBR on substantially the terms set forth in the RFP.

3.1.2 Identification of the authorized signatory, including name, title, mailing address, telephone number, email address, and evidence of signatory authority (corporate resolution, certificate of authority, or equivalent documentation as required by Louisiana law). The person signing the proposal must be: (i) a current corporate officer, partnership member, or other individual specifically authorized to submit a proposal as reflected in the appropriate records on file with the secretary of state; (ii) an individual authorized to bind the company as reflected by a corporate resolution, certificate, or affidavit; or (iii) other documents indicating authority which are acceptable to the public entity.

3.1.3 Identification of a primary contact person for all communications during the evaluation period, including name, title, mailing address, telephone number, and email address.

3.1.4 A certification that the Proposer has reviewed and understands all terms and conditions of the RFP.

3.2 Table of Contents (Maximum 1 Page)

Each Proposal should include a table of contents organized in the order listed in this section.

3.3 Executive Summary (Maximum 2 Pages)

Provides highlights of the submittal materials and reasons the Proposer firm or team should be selected and outline overall approach for management and operation of the Facility. The response should emphasize the Proposer's unique strengths, relevant past performance, and innovative approaches.

3.4 Team Structure (Maximum 5 Pages)

3.4.1 The legal name, form of organization (corporation, LLC, partnership, joint venture, etc.), state of formation, and principal place of business of the Proposer entity.

3.4.2 A concise organizational chart depicting the Proposer's corporate or organizational structure, including all parent companies, subsidiaries, and affiliated entities that will participate in the management of the Facility.

3.4.3 If the Proposer is a joint venture or partnership, a description of each member or partner, including ownership percentages, roles and responsibilities, and the identity of the managing member or general partner.

3.4.4 Identification of all proposed subcontractors, including the legal name and scope of services to be subcontracted. If the food and beverage services will be provided by an entity other than the Proposer, full details of that entity must be provided. Full disclosure of the financial arrangement, payment structure and any possible incentives to subcontractors must be outlined in the Proposal

3.4.5 If the Proposer is not incorporated or organized under the laws of Louisiana, confirmation that the Proposer will obtain a certificate of authority from the Louisiana Secretary of State pursuant to La. R.S. 12:301–302 prior to execution of the management agreement.

3.4.6 Evidence of a current occupational license and/or other licenses or permits issued by the City-Parish or the State, or a commitment to obtain such licenses or permits prior to commencement of services.

3.5 Experience and Past Performance (Maximum 15 Pages)

3.5.1 A narrative overview of the Proposer's history and experience managing public convention centers, arenas, theatres, entertainment venues, parking facilities and/or similarly sized multi-use public assembly facilities, with a particular emphasis on facilities owned by governmental entities. Proposers should demonstrate a minimum of five (5) years of experience in the management of such comparable facilities.

3.5.2 A detailed description of three (3) comparable facility management engagements currently or previously held by the Proposer within the last five (5) years. For each engagement, the Proposer shall provide:

3.5.2.1 The name and location of the facility.

3.5.2.2 The name of the facility owner.

3.5.2.3 The term of the management agreement (start and end dates, or current if ongoing).

3.5.2.4 A description of the facilities managed, including approximate square footage, seating capacity (if applicable), and types of events hosted.

3.5.2.5 A summary of key performance improvements, such as event counts, attendance figures, revenues, net operating results, or economic impact.

3.5.2.6 A description of the Proposer's role in any capital improvement or redevelopment projects at the facility.

3.5.2.7 The name, title, telephone number, and email address of a reference contact at each facility owner's organization who can speak to the Proposer's performance.

3.5.3 A complete list of all convention center facility management contracts gained and lost within the last ten (10) years, including the reason for each contract loss (expiration, non-renewal, termination for cause, termination for convenience, competitive re-procurement, or other).

3.5.4 A description of the Proposer's experience providing food and beverage services (concessions and catering) at convention centers or public assembly facilities, including whether food and beverage services will be self-performed or subcontracted.

3.5.5 A description of the Proposer's experience coordinating with convention and visitors' bureaus, destination marketing organizations, and hotel partners to generate convention and event bookings. Include examples where the Proposer has demonstrated an understanding of the importance of producing off-site and city-wide economic impacts through booking efforts of a comparable facility.

3.5.6 A description of the Proposer's similar successes with other facilities as it relates to the sales and marketing efforts used to secure conventions/conferences, trade shows, sporting events, theater productions, live entertainment, etc.

3.5.7 A description of the Proposer's experience and success with securing sponsors for similarly-sized facilities as it relates to facility naming rights and sponsorships.

3.5.8 A description of the Proposer's experience with CRM systems, website development and maintenance, public/media relations, advocacy efforts and direct advertising and promotion of similarly-sized facilities.

3.5.9 A description of any special expertise that the Proposers possesses that makes it the best qualified company to handle this potential interim management agreement.

3.5.10 Include any further information or data that the Proposer believes to be relevant to its qualifications and experience with respect to this RFP.

3.6 References (Maximum 2 Pages)

3.6.1 No fewer than three (3) professional references from current or former clients for whom the Proposer has provided facility management services for public or quasi-public convention centers or multi-use venues within the past five (5) years. References from Louisiana clients are preferred but not required.

3.6.2 At least one (1) reference from financial institutions or bonding companies attesting to the Proposer's financial stability and capacity.

3.6.3 The City-Parish reserves the right to contact any references provided and to consider the results of reference checks in its evaluation.

3.7 Proposed Management Approach and Operational Plan (Maximum 20 Pages)

A comprehensive narrative and visuals presentation outlining the Proposer's proposed approach to managing and operating the Facility, including:

- 3.7.1 Programming and booking strategy, with emphasis on events generating significant economic impact for the City-Parish, including conventions, conferences, trade shows, entertainment, and community events.
- 3.7.2 Event coordination plan with VBR, including proposed protocols for lead generation, bid development, and event servicing.
- 3.7.3 Marketing, advertising, and business development plan, including digital marketing, social media, and industry trade show participation.
- 3.7.4 Sponsorship and advertising sales strategy, including any proposed sub-naming rights or signage programs.
- 3.7.5 Customer service philosophy and quality assurance plan, including proposed customer satisfaction measurement tools.
- 3.7.6 Security plan, including coordination with City-Parish police and first responders.
- 3.7.7 Cybersecurity and data protection plan, including policies and procedures for protecting sensitive financial, operational, and personal data.
- 3.7.8 Disaster recovery and emergency preparedness plan, including hurricane preparedness protocols appropriate for the Baton Rouge region.
- 3.7.9 Proposed monthly, quarterly, and annual reporting framework. The Proposer should propose a monthly dashboard to be provided to VBR providing for the performance of the Facility.
- 3.7.10 Communication plan with VBR and its Board.

3.8 Food and Beverage Plan (Maximum 10 Pages)

As part of its management approach and operational plan, a separate food and beverage plan addressing:

- 3.8.1 Proposed concessions and catering programs for each venue component (Convention Center, Arena, and Theatre).
- 3.8.2 Sample menus and pricing for concessions, banquet catering, and premium food and beverage services.
- 3.8.3 Plan for incorporating locally sourced products and local food and beverage vendors.
- 3.8.4 Quality control and health/safety compliance measures.
- 3.8.5 Proposer's approach to requests for outside catering due to cultural, religious, or other dietary restrictions unable to be adhered to or provided by the Proposer.

3.9 Parking Plan (Maximum 3 Pages)

As part of its management approach and operational plan, a parking management plan for the Parking Garages, including proposed rate structures, technology investments (e.g., automated parking systems), coordination with event operations, and transition plan from the current operator of the Parking Garages.

3.10 Staffing Plan (Maximum 5 Pages)

As part of its management approach and operational plan, a staffing plan including:

3.10.1 A proposed organizational chart for facility management operations, identifying all key management positions and reporting relationships.

3.10.2 Identification of the proposed General Manager and all other key personnel, including for each individual: (i) name, current title, and current employer; (ii) relevant and past experience; (iii) proposed role and responsibilities for the Facility; and (iv) percentage of time to be dedicated to the the Facility (key personnel must be substantially full-time dedicated to this engagement).

3.10.3 A complete staffing plan, including the total number of full-time, part-time, and event-day employees proposed for each department (operations, food and beverage, maintenance, administration, sales, marketing, security, etc.), with corresponding compensation.

3.10.4 A key personnel retention strategy, including proposed contract terms for key personnel and VBR's right to approve replacements of key personnel.

3.10.5 If applicable, a transition plan for existing Facility employees, including the Proposer's approach to interviewing, hiring, and retaining qualified current employees under the existing manager.

3.10.6 A description of the Proposer's employee training and development programs, including customer service training, safety training, and continuing professional development.

3.10.7 Confirmation that all facility personnel will be employees of the Proposer (or its subcontractors), not employees of VBR or the City-Parish.

3.11 Financial Stability and Capacity (No page limit – Proposer financial statements in Appendix)

3.11.1 As an appendix to the Proposal, audited financial statements for the Proposer entity (and any parent guarantor, if applicable) for the three (3) most recent fiscal years, prepared in accordance with generally accepted accounting principles (GAAP) by an independent certified public accounting firm.

3.11.2 If audited financial statements are not available, the Proposer shall provide reviewed or compiled financial statements as an appendix to the Proposal and a written explanation of why audited statements are unavailable.

3.11.3 Evidence of bonding capacity from a surety company rated A- or better by A.M. Best, in an amount sufficient to support a performance bond of no less than the estimated annual operating budget of the Facility.

3.11.4 A statement of any bankruptcy filings, insolvency proceedings, receiverships, or material adverse financial events affecting the Proposer or any affiliated entity within the last ten (10) years.

3.12 Fee Proposal (Maximum 2 Pages)

3.12.1 Proposed contract term including initial and any renewal terms. The term of the contract shall extend to not less than 60 days following the selection of the Developer for the Redeveloped Facility.

3.12.2 Proposed base management fee, stated as a fixed annual dollar amount, for each year of the proposed contract term.

3.12.3 Proposed compensation for food and beverage management services, if separate or in addition to the base management fee.

3.12.4 Proposed revenue-sharing arrangement, if any, including the definition of participating revenues (and the percentage split between the Manager and the Facility).

3.12.5 Proposed quantitative / qualitative incentive fee structure, including specific, measurable KPIs (as outlined in Section 2.2) and performance thresholds that must be achieved to earn incentive compensation, and the method of calculating incentive fees. At least 25 percent of the total proposed annual compensation to the Manager shall be for quantitative / qualitative incentive fees.

3.12.6 Pre-opening budget for the transition period, if applicable, including all costs associated with assuming management responsibilities and party responsible for these costs.

3.13 Demand and Financial Performance (Maximum 5 Pages)

The Proposer shall provide demand and financial projections for a three (3)-year period which consolidates projections for operations, food and beverage services, and parking for the Facility, including:

3.13.1 Projected events by event type

3.13.2 Projected attendance by event type

3.13.3 Revenue per revenue type and by event type including breakdown of revenue per cap or revenue per event (rent, tickets, food and beverage, service income, equipment rental, audio/visual, parking, etc.)

3.13.4 Gross revenues by revenue type

3.13.5 Direct expenses by related revenue type

3.13.6 Net revenues by revenue type

3.13.7 Detailed operating expenses by expense type

3.13.8 Staffing plan including roles and compensation that ties to the staffing expense within the operating expense breakdown

3.13.9 Calculation of base, food and beverage, and quantitative / qualitative incentive fees proposed to be paid to the Proposer

3.13.10 Calculation of any revenue share(s) paid to the Proposer

3.13.11 Proposed replacement reserves

3.13.12 Resulting calculation of net annual cash flows to the Facility

3.13.13 Key assumptions underlying all projections

3.14 Transition Plan (Maximum 3 Pages)

3.14.1 If applicable, proposed schedule and plan for transition of management and operations of the Facility to the Proposer, including: (i) a mandatory cooperation period with the outgoing manager; (ii) a plan for the transfer of all contracts, licenses, permits, and vendor agreements; (iii) a plan for the transition of all financial records, including accounts receivable and payable; and (iv) a transition timeline and budget including party responsible for these costs.

3.14.2 If applicable, an overview of the plan for transitioning employees including key steps, identifying how and what existing staff may be retained.

3.14.3 Proposal shall provide evidence of prior management transitions of similar facilities, including at least two (2) examples including how the Proposer dealt with such transitions, including the timeline for execution, challenges, and success indicators.

Note, the current contract with Legends/ASM contains a provision that requires the City-Parish require any successor management contractor provide an offer of employment for a period of six (6) months to all non-senior management personnel employed at the Facility at the time of termination or expiration of the contract, subject to dismissal for cause, in similar positions at the Facility and with similar compensation and benefits. This requirement does not apply to senior management personnel including, without limitation, the general manager, director-level employees and department heads. Legends/ASM's prior written consent is required for the City-Parish to solicit employment for senior management personnel through one (1) year following the termination or expiration of Legends/ASM's agreement.

3.15 Advisory Services (Maximum 3 Pages)

The Proposer should propose a plan for aiding and advising VBR and the City-Parish on the design, program, and scope of proposed improvements for the Redeveloped Facility throughout the term of the contract.

3.16 Insurance Certificates and Coverage Details (Maximum 5 Pages)

3.16.1 Certificates of insurance or evidence of insurability demonstrating the Proposer's ability to obtain and maintain, at a minimum, the coverages set forth in Section 1.23 and Exhibit B shall be submitted as a condition to contract execution, and the required insurance shall be maintained continuously from commencement of services through the entire term of the contract and for three years after completion or termination.

Certificates of insurance evidencing the required coverage shall be provided to VBR and the City-Parish before the Proposer commences any services or work under the Contract, and updated certificates shall be provided annually thereafter and upon each renewal or replacement of a policy. All policies shall provide for thirty (30) days' prior written notice to VBR of cancellation, non-renewal, or material change in coverage.

3.16.2 Failure by the Proposer to provide any certificate, endorsement, or other evidence of insurance shall not waive, limit, or otherwise relieve the Proposer of its obligation to procure and maintain the insurance and endorsements required under this RFP or the Contract.

3.17 Conflict of Interest and Legal Disclosures (Maximum 6 Pages)

3.17.1 A completed Certification of Proposal (Exhibit A)

3.17.2 A disclosure of all potential conflicts of interest, including:

3.17.2.1 any current or prior contractual, employment, financial, or personal relationship between the Proposer (or any of its principals, officers, directors, or employees) and any VBR employee or City-Parish official or employee

3.17.2.2 any current or prior engagement with VBR

3.17.2.3 any existing management agreements or business relationships that could create a conflict with the Proposer's duties to VBR or the City-Parish.

3.17.3 A disclosure of all pending, threatened, or concluded litigation, arbitration, or regulatory proceedings involving the Proposer or any affiliated entity within the last ten (10) years that relate to facility management, public contracts, fraud, breach of fiduciary duty, or employment matters.

3.17.4 A disclosure of any defaults on any loan, financing agreement, or material contract within the last ten (10) years.

3.17.5 A disclosure of any debarment, suspension, or finding of non-responsibility by any federal, state, or local governmental entity.

3.17.6 A certification that the Proposer and its principals are in compliance with the Louisiana Code of Governmental Ethics, La. R.S. 42:1101 et seq.

3.18 Value-Added Services and Innovation (Maximum 3 Pages)

3.18.1 A description of any value-added services, technologies, proprietary systems, or innovations the Proposer proposes to bring to the management of the Facility, including but not limited to: (i) proprietary booking and event management technology platforms; (ii) revenue optimization tools or dynamic pricing capabilities; (iii) sustainability and energy efficiency programs; (iv) community engagement and local workforce development initiatives; (v) national or regional sales networks that could drive additional bookings to Baton Rouge; (vi) relationships with entertainment promoters, convention organizers, or sports organizations; (vii) additional services or programs proposed outside the Scope of Services and (viii) any financial or in-kind contributions.

3.18.2 A description of the Proposer's approach to supporting the City-Parish's Disadvantaged Business Enterprise (DBE) goals, including the Proposer's DBE plan, identification of DBE subcontractors, and DBE participation targets.

3.19 Required Forms and Certifications

Each Proposer shall complete and submit all components of the Submission Requirements outlined in Section 3 along with the Certification of Proposal (Exhibit A) and Certificates of Insurance or evidence of insurability demonstrating the Proposer's ability to obtain and maintain, at a minimum, the coverages required under Section 1.22 and Exhibit B as a condition to contract execution and before commencement of work.

4. PROPOSAL EVALUATIONS

The evaluation and selection of a Proposer will be based primarily on the information submitted in the proposal. VBR reserves the right to consider additional information it deems relevant. VBR may engage in discussions and negotiations with any Proposer concerning its proposal. Before scoring, VBR may refine the Scope of Services or request changes to proposed terms based on the offerings contained in each Proposer's submissions. At this stage, VBR may request revised proposals to contain each Proposer's best and final offer. Representations made in any such revised Proposal, including fee structure will be binding on the Proposer.

Proposals will be reviewed by a review committee in consultation with VBR consultants. The Proposal deemed most advantageous to VBR and the City-Parish will be selected based on a scoring of the following.

Team Structure	5%
Experience & Past Performance	15%
Management Approach and Operational Plan	30%
Fee Proposal	20%
Demand & Financial Performance	10%
Transition Plan	10%
Advisory Services	10%

Exhibit A
Certification of Proposal

THIS CERTIFICATION OF PROPOSAL MUST BE COMPLETED, SIGNED, AND RETURNED WITH PROPOSER'S SUBMISSION. FAILURE TO COMPLETE, SIGN, AND RETURN THIS CERTIFICATION OF PROPOSAL WITH THE PROPOSER'S SUBMISSION MAY RESULT IN THE DISQUALIFICATION OF PROPOSER.

1. **Representations and Warranties.** Proposer represents, warrants, certifies, acknowledges, and agrees as follows:
 - (a) The RFP is a solicitation for the submission of proposals and is not a contract. Submission of response materials by Proposer in response to the RFP will not create a contract between VBR and Proposer. VBR has made any representation, warranty, or guarantee, written or oral, that one or more contracts with VBR will be awarded under the RFP. Proposer will bear, as its sole risk and responsibility, any cost arising from Proposer's preparation of response materials.
 - (b) Proposer is a reputable company or team of companies that are lawfully and regularly engaged in providing the Services.
 - (c) Proposer has the necessary experience, knowledge, abilities, skills, and resources to perform the Services.
 - (d) Proposer is aware of, is fully informed about, and is in full compliance with all applicable federal, state, and local laws, rules, regulations, and ordinances relating to performance of the Scope of Services.
 - (e) Proposer understands the requirements and specifications set forth in the RFP, including, without limitation, VBR's minimum operational requirements, and the City-Parish' interests as the owner of the Facility.
 - (f) All statements, information, and representations contained in Proposer's response materials are current, complete, true, and accurate. VBR will rely on such statements, information, and representations in determining whether a Proposer is qualified. Such Proposer will notify VBR immediately of any material change in any matters with regard to which Proposer has made a statement or representation or provided information.
2. **No Benefit to Public Servants.** Proposer has not given or offered to give, nor does Proposer intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to VBR or the City-Parish in connection with its submission in response to this RFP. Failure to sign this Certification of Proposal, or signing with a false statement, may void any proposal submitted by Proposer or any resulting agreement(s) from the RFP.

3. **Tax Certification.** Proposer certifies that it is not currently delinquent in the payment of any taxes due under federal and state law, or Proposer is exempt from the payment of those taxes, whichever is applicable. A false certification will be deemed a material breach, and may result in termination, of any resulting contract(s) or agreement(s) from the RFP.
4. **Antitrust Certification.** Proposer certifies that neither Proposer nor any firm, corporation, partnership, or institution represented by Proposer, nor anyone acting for such firm, corporation, partnership, or institution, has violated, is alleged to have violated, or could reasonably be seen to be violating the antitrust laws of the State of Louisiana or any federal antitrust law or regulation.
5. **Certification of Authorization.** Proposer certifies that the individual signing this document is authorized to sign documents on behalf of Proposer and to bind Proposer under any agreement(s) resulting from the RFP.
6. **Relationship Certifications.** Proposer certifies that:
 - No relationship, whether by blood, marriage, business association, capital funding agreement, or by any other such kinship or connection exists between the owner of any Proposer that is a sole proprietorship, the officers or directors of any Proposer that is a corporation, the partners of any Proposer that is a partnership, the joint venturers of any Proposer that is a joint venture, or the members or managers of any Proposer that is a limited liability company, on one hand, and an employee, officer, elected official, or agent of VBR or the City-Parish, on the other hand, other than the relationships which have been previously disclosed to VBR in writing.
 - Proposer has not been an employee of any member institution of VBR within the immediate twelve (12) months prior to the Proposal Submittal Deadline.

All disclosures by Proposer in connection with this certification will be subject to administrative review and approval before VBR enters into any agreement(s) resulting from the RFP.

7. **Conflict of Interest Certification.** Proposer certifies that:
 - Proposer is not a debarred vendor or the principal of a debarred vendor (i.e., owner, proprietor, sole or majority shareholder, director, president, managing partner, etc.) either at the state or federal level.
 - Proposer's provision of services or other performance under any agreement(s) resulting from the RFP will not constitute an actual or potential conflict of interest.
 - Proposer has disclosed any personnel who are related to any current or former employees of VBR or the City-Parish.
 - Proposer has not given, nor does Proposer intend to give, at any time, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or

service to an officer or employee of VBR or the City-Parish in connection with the RFP.

8. Proposer must complete the following information:

- If Proposer is a Corporation, then provide the State of incorporation:
- If Proposer is a Corporation, then provide Proposer's Corporate Charter Number:

Submitted and Certified By:

(Proposer's Name)

(Signature of Duly Authorized Representative)

(Printed Name/Title)

(Date Signed)

(Proposer's Street Address)

(City, State, Zip Code)

(Telephone Number)

(Email Address)

(Fax Number)

Exhibit B
Insurance Requirements

Any successful Proposer shall carry and maintain, and shall require certain of its contractors and subcontractors to carry and maintain, insurance coverage meeting or exceeding the requirements outlined in Section 1.22 and in this Exhibit B, continuously from commencement of services through the entire term of the contract and for three years after completion or termination.

- (1) **Commercial General Liability Insurance** on an occurrence basis with limits of not less than \$2,000,000 per occurrence and \$5,000,000 general aggregate, including coverage for bodily injury, property damage, personal and advertising injury, contractual liability (including insured contract coverage for Proposer's indemnification and defense obligations to VBR Group), and products and completed operations. The general aggregate limit shall apply on a per-project basis. The policy shall not exclude cross-suits liability, contain any "insured vs. insured" exclusion, or exclude coverage for third-party-over actions against VBR Group.
- (2) **Automobile Liability Insurance** with limits of not less than \$1,000,000 combined single limit each accident for all owned, non-owned, and hired automobiles used in connection with the work.
- (3) **Workers' Compensation and Employer's Liability Insurance** in amounts sufficient to comply with the laws of the State of Louisiana. Employer's Liability limits shall be not less than \$1,000,000 bodily injury by accident – each accident; \$1,000,000 bodily injury by disease – each employee; \$1,000,000 bodily injury by disease – policy limit. VBR and City-Parish shall be named by endorsement as Alternate Employers.
- (4) **Liquor Liability Insurance** with limits of not less than \$5,000,000 per occurrence and in the aggregate.
- (5) **Professional Liability (Errors and Omissions) Insurance** with limits of not less than \$5,000,000 per occurrence or claim, and in the aggregate. If this coverage is written on a claims-made basis, the Retroactive Date must predate the date of this Agreement, and the Proposer shall maintain such coverage for at least five (5) years from the termination of the contract.
- (6) **Cyber Liability Insurance** with limits of not less than \$5,000,000 per occurrence or claim and in the aggregate, including coverage for regulatory proceedings, notification costs, credit monitoring, PCI-DSS assessments and fines, forensic investigation expenses, and costs associated with responding to and remediating a covered data breach. If this coverage is written on a claims-made basis, the Retroactive Date must predate the date of this Agreement, and the Proposer shall maintain such coverage for at least five (5) years from the termination of the contract.
- (7) **Crime/Fidelity Insurance** with limits of not less than \$2,000,000 per loss. VBR and the City-Parish shall be named as loss payees under the policy or by endorsement.

- (8) **Excess Liability or Umbrella Insurance** with limits of not less than \$10,000,000 per occurrence and in the aggregate, excess of the required commercial general liability, automobile liability, employer's liability, and liquor liability policies. The excess liability or umbrella insurance shall follow the underlying policies' additional insured, waiver of subrogation, and primary and non-contributory requirements and shall provide coverage at least as broad as all of the underlying policies.
- (9) **Property Insurance** on an "all risk" or "open perils" form, including without limitation coverage for windstorm, flood, and named storm, covering the full replacement cost of all Proposer-owned tools, equipment, machinery, personal property, and tenant improvements used in or placed at the Facility in connection with the services. All damage to Proposer's property shall be for the sole account and liability of Proposer, and VBR Group shall not be liable for any such damage.
- (10) **Event Cancellation Insurance** in an amount sufficient to cover the direct financial loss arising from the cancellation, postponement, interruption, relocation, curtailment, or abandonment of events at the Facility due to causes including, without limitation, adverse weather, communicable disease, civil authority action, terrorism, and venue damage. VBR and the City-Parish shall be named as additional insureds and loss payees as their interests may appear.

No self-insured retention or deductible applicable to the required insurance shall exceed \$25,000 per occurrence, claim, or loss without the prior written approval of VBR and the City-Parish, and any retention or deductible shall be the sole responsibility of Proposer. In the event VBR approves a self-insured retention, the applicable policy shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by the named insured, VBR, or the City-Parish.

Any broader coverage or higher limits maintained by Proposer, its contractors, and its subcontractors beyond the minimum requirements of Section 1.22 and this Exhibit B shall be required by and be available to VBR Group.

Exhibit C
Facility Data

SEE SEPARATE ATTACHMENTS

Appendix A – Facility Floor Plans & Space Breakdown

Appendix B – River Center Event Data

Appendix C – River Center Financial Data

Appendix D – River Center Staff Positions