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REQUEST FOR PROPOSALS  
**AUDIO VISUAL SERVICES**  
RHODE ISLAND CONVENTION CENTER

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## ARTICLE 1

### DEFINITIONS

- 1.1. **Request for Proposals (RFP)** consists of the Advertisement to Bid and the Instructions to Respondents.
- 1.2. A **Response** is a complete and properly signed proposal to do the Work as stipulated therein, submitted in accordance with the RFP.
- 1.3. A **Respondent** is a person or entity who submits a Response.
- 1.4. **Financial Terms** means the amount of compensation to be received by SMG as evidenced by the Contract Documents, during the contract time.
- 1.5. **Work** is the services to be performed by the successful Respondent as outlined in Article 7 Scope of Work.
- 1.6. **Equipment** is all necessary materials to maintain ballrooms, meeting rooms, exhibit halls and booths, registration areas, or other assigned show related use of space with Audio Visual and Computer Services, and other related materials installed in the Center.
  - 1.6.1. **ON SITE:** equipment stored on the center premises, in a location designated by SMG.
  - 1.6.2. **OFF SITE:** equipment stored at a mutually agreed upon location not on center premises.
  - 1.6.3. **OFF SITE SUBCONTRACTOR:** equipment not owned by Vendor but provided through a 3<sup>rd</sup> party subcontractor to Vendor for a preferred rate.
- 1.7. The **Rhode Island Convention Center Authority (RICCA)** is the governing office that oversees the management of the Rhode Island Convention Center.
- 1.8. The **Rhode Island Convention Center (Center)** is the location where the Work is to be performed.
- 1.9. **SMG** is the business firm that manages the Rhode Island Convention Center for the Rhode Island Convention Center Authority.
- 1.10. **Event** is the period of time during which the center is occupied by licensees.
- 1.11. **Licensees** are those who use the Center as the location of their events.
- 1.12. **Vendor** is the organization with whom SMG contracts to provide Audio Visual and Computer Services at the Center.
- 1.13. **Gross Receipts** are the aggregate amount of gross billings for all Audio Visual Services rendered in, on, from or about the Center by vendor, its subcontractors, or any person, whether for cash or credit, whether collected or uncollected, less applicable sales taxes and/or labor reimbursement to SMG for the cost of Union Labor.

## ARTICLE 2

### CRITICAL DATES

#### **2.1 The following are the critical dates and times:**

Respondents Notifications: **Monday, November 13, 2018**

Pre-Bid Conference: **Tuesday, November 27, 2018 10:00am**

Response Due Date: **Thursday, December 13, 2018 10:00am**

## ARTICLE 3

### PROPOSAL DOCUMENTS

#### **3.1. COPIES**

- 3.1.1. One complete RFP may be obtained by interested parties, at no cost, from the Rhode Island Convention Center.
- 3.1.2. Additional copies of the RFP may be secured at a cost of \$5.00 to the respondent upon request and payment to the issuing office designated in the advertisement.
- 3.1.3. In making copies of the RFP available on the above terms, the RICCA and SMG do so only for the purpose of obtaining responses on the work and do not confer a license or grant permission for any other use of the RFP.

## ARTICLE 4

### PROCEDURES

#### **4.1. FORM AND STYLE OF RESPONSE**

- 4.1.1. Responses must include the following:
  - a. **Company History/Qualification.** Provide a detailed history of Respondent and a statement of qualifications to provide all services as listed in Article 7 “Scope of Work,” including a description of comparable services provided for, preferably, 3 comparable venues and 3 large scale projects. The projects may or may not have occurred at specific venues under contract by Respondent. Comparable venues should include reference contact name, address, phone number and email address. Comparable projects should provide the dates of listed projects, number of attendees, photos (if applicable) and a contact name, address, phone number and email address of the Licensee.
  - b. **Financial Qualifications.** Provide evidence that Respondent has the financial ability to perform the work, including the full acquisition of full inventory stock, to complete full installment. Respondent must provide their last two (2) financial statements. In the case of a subsidiary, statements must be on the

operating entity. No statement of the parent or holding company is acceptable.

- c. **Minority Business Enterprise.** If Respondent is certified by the Rhode Island Department of Economic Development the Response should so indicate.
- d. **References.** Provide five (5) references stating name, title, company, address and telephone number and total value of services performed for each reference, and length of contract services (i.e. 3 years).

4.1.2 All Responses shall be typewritten without erasures or deletions.

4.1.3 Each copy of the Response shall include the legal name of the Respondent and a statement identifying the Respondent as a sole proprietor, partnership, corporation or other legal entity as appropriate. Each copy shall be signed by the person or persons legally authorized to bind the Respondent to a contract. A response by a corporation shall further give the state of incorporation and whether the Respondent is qualified to do business in Rhode Island as a foreign corporation. A Response submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Respondent.

## **4.2. PROPOSED TERMS OF BID**

4.2.1. All costs must be identified on the bid sheet once the contract is awarded. Any event-by-event deviation from the agreed upon terms will be at the sole discretion of SMG.

4.2.2. Respondent shall provide a detailed list of equipment (including manufacturer, model #, value, and any other specific qualifying information including date purchased or if "new") proposed to be purchased and maintained exclusively on-site to service the Audio Visual Services concession at the Center, "On-Site Equipment". Respondent must further submit anticipated line item pricing for each piece of equipment which would be billed to Licensee, as well as any applicable discounts (multi-day; multi room, etc.), "On-Site Equipment Price List". Respondent's anticipated inventory shall take into consideration any and all equipment provided by SMG for respondents use as listed in section 7.5.

4.2.3. Respondent shall provide a detailed list of equipment (including manufacturer, model #, value, and any other specific qualifying information including date purchased or if "new") which is directly owned by respondent that may be available for use on-site, with a 48-hour notice should not be, but which might not be exclusively housed on-site, "Off-Site Equipment". Equipment not readily available within a 48-hour notice should not be included on this list. Respondent must further submit anticipated line item pricing for each piece of equipment, as well as any applicable discounts (multi day; multi room; etc.), "Off-Site Equipment List".

4.2.4. Respondent shall be required to include an active, qualified, competent and experienced manager who is available to supervise vendor's operations, interface

with clients and SMG staff, and provide the day-to-day operations of the Audio Visual concession. Respondent will provide a minimum of two resumes for individuals being proposed for this position.

- 4.2.5. Respondent proposes to promote the use of the center through such means as may be mutually agreeable at his own expense. Year 4 and 5 are contingent on contract renewal. Respondent agrees to set the following minimum expenditures (please include proposed promotional ideas and monetary associated costs):

### **4.3 SUBMISSION OF RESPONSES**

- 4.3.1 Submit three (3) properly executed responses with any other documents required to be submitted in a 9" x 12" sealed opaque envelope. The envelope shall be identified with the Respondent name and address, the type of response (Audio Visual Services) and the proposal due date to the following address:

**Rhode Island Convention Center  
Attention: Assistant General Manager  
One Sabin Street  
Providence, Rhode Island 02903**

- 4.3.2 SEALED RESPONSES shall be submitted no later than 9:30 AM E.S.T. on the response due date. Responses received after that time and date will be returned unopened. The Respondent shall assume full responsibility for timely delivery at the location designated for the receipt of Responses.**

- 4.3.3 Submission of a response signifies careful examination of the RFP and the complete understanding of the nature, extent and location of the Work to be performed.

- 4.3.4 Oral, telephonic or telegraphic Responses are invalid and will not receive consideration.

### **4.4 CLARIFICATION**

- 4.4.1 Each Respondent shall carefully examine all RFP documents and related materials, addenda or other revisions, to thoroughly familiarize themselves with all requirements prior to submitting a Proposal. Should a Respondent find discrepancies or ambiguities in, or omissions from the Proposal documents, or should the Respondent be in doubt as to their meaning, Respondent shall at once and in any event, not later than seven (7) days prior to the proposal due date, submit to SMG a written request for interpretation or correction thereof.

- 4.4.2 The person submitting the request for clarification will be responsible for its prompt delivery to the Assistant General Manager at the address noted above. Facsimile requests for clarification will be accepted at (401) 458-6500. Each Respondent is responsible for confirming receipt of any facsimile materials to SMG.

- 4.4.3 Any interpretation or correction of the RFP will be made only by written addenda to all Respondents. No allowance will be made after Proposals are received for oversight, omission, error, or mistake by the Respondent or SMG. Addenda so issued will become part of the Proposal Documents and receipt thereof by the Respondent shall be acknowledged in the Proposal.

#### **4.5 MODIFICATION OR WITHDRAWAL OF RESPONSE**

- 4.5.1 A Response may not be modified, withdrawn or cancelled by the Respondent during the time period following the date designated for the opening of the Responses, and each Respondent so agrees in submitting a Response.
- 4.5.2 Prior to the time and date designated for receipt of Responses, a Response submitted may be modified or withdrawn by notice of the party receiving Responses at the place designated for receipt of Responses. Such notice shall be in writing over the signature of the Respondent. A change shall be so worded as not to reveal the amount of the original Response.
- 4.5.3 Withdrawn Responses may be resubmitted up to the date and time designated for the receipt of Responses provided that they are then fully in conformance with these Instructions to Respondents.

#### **4.6 DUE DILIGENCE**

- 4.6.1 Prior to submitting a Proposal, each Respondent shall make all investigations and examinations necessary to ascertain conditions and requirements affecting operation of the proposed services. Failure to make such investigation and examinations shall not relieve the successful Respondent of the obligation to comply, in every detail, with all provisions and requirements, nor shall it be a basis for any claim whatsoever for alteration in any provision required by the Contract.

#### **4.7 CONDITIONS AND LIMITATIONS**

- 4.7.1. The Proposals and any information made a part of the Proposals will become part of SMG and RICCA's official files without any obligation on SMG and RICCA's part to return them to the individual Respondent(s).
- 4.7.2. This RFP and the selected Respondent(s) Proposal may, by reference, become a part of any formal Contract between SMG and Respondent resulting from this solicitation.
- 4.7.3. Respondent(s) shall not offer any guarantees, favors, or anything of monetary value to any official or employee of SMG, RICCA or the State of Rhode Island for the purposes of influencing consideration of a proposal.

## ARTICLE 5

### CONSIDERATION OF RESPONSES

#### **5.1 OPENING OF RESPONSES**

- 5.1.1 The properly identified Responses received on time will be opened publicly and acknowledged.
- 5.1.2 To be considered for the award, a Respondent must be experienced and regularly in the business of providing the scope of Services required by this RFP, and must have a business phone and be available for consultation.

#### **5.2 REJECTION OF RESPONSES**

- 5.2.1 SMG shall have the right to reject any or all Responses, reject a Response not accompanied by the data required by the RFP, or reject a Response which is in any way incomplete or irregular.

#### **5.3 ACCEPTANCE OF A RESPONSE**

- 5.3.1 It is the intent of SMG to award a Contract to the qualified and responsive Respondent submitting the response which is in the best financial interest of SMG and RICCA, provided the Response has been submitted in accordance with the requirements of the RFP. SMG shall have the right to accept the Response which in SMG's judgment, is in the best interests of SMG and RICCA.
- 5.3.2 Following the evaluation of written proposals, Respondent(s) may be requested to offer oral presentation to SMG. Failure to comply with such a request will disqualify Respondent from consideration.

#### **5.4 TIME OF OPENING**

- 5.4.1 Responses will be irrevocable for sixty (60) days from the date of opening. It is the intent of SMG to enter into contract negotiations with the Respondent under consideration for the provision of first class, fiscally responsible, Audio Visual and Computer Services of the highest quality obtainable.
- 5.4.2 This RFP does not commit SMG to the awarding of a contract.
- 5.4.3 SMG and the RICCA will not be liable for any costs incurred in the preparation and presentation of the Response.

## ARTICLE 6

### FORM OF AGREEMENT BETWEEN SMG AND RESPONDENT

#### **6.1 CONTRACT**

6.1.1 The successful Respondent will be required to enter into a written Contract with SMG.

#### **6.2 MINORITY BUSINESS ENTERPRISE**

6.2.1 SMG may, after considering the financial impact to SMG and RICCA, prior to making a final determination of award, apply special consideration to the offer of Minority Business Enterprises in accordance with the Rhode Island General Laws and the applicable regulations.

6.2.2 A Minority Business Enterprise shall mean a small business concern owned and controlled by one or more minorities or women and is certified by the Rhode Island Department of Economic Development to meet the definition established by Rhode Island law.

#### **6.3 EVALUATION CRITERIA**

6.3.1 The successful Respondent shall be determined by the following criteria:

6.3.2 Respondents must demonstrate the ability to fulfill requirements in Article 7 “Scope of Work,” and monetary commitments by furnishing information regarding their expertise, experience, financial soundness and integrity.

6.3.3 Respondents and personnel must demonstrate an understanding of the Work required and be complete the work required.

6.3.4 Respondents must demonstrate that jobs of similar scope and/or magnitude have been successfully maintained.

6.3.5 The financial terms shall not be the sole criteria of the selection, but shall give significant weight in determining which response is the most beneficial to SMG and RICCA. SMG reserves the right to award the contract on the basis of the initial response.

#### **6.4 OBJECTIVES**

6.4.1 The following objectives summarize SMG’s intent in the provision of Audio Visual Services:

6.4.1.1 **OPERATING PHILOSOPHY:** It is SMG’s intention that the Vendor will maintain Audio Visual and Computer Service according to the highest industry standards and in the best interest of the Center, SMG and the RICCA.

6.4.1.2 **FINANCIAL RESPONSIBILITY:** The facilities must be operated in a manner consistent with public interest, while providing SMG with full accountability for,



and accurate records of, all business transactions associated with events and activities at the Center. Such accountability and records of all business transactions associated with the provision of Audio Visual and Computer Services must be not only sufficient and customary by industry standards, but must be of the highest level available at facilities and operations of this type.

6.4.1.3 TENANT RELATIONS: All tenants and users of the facilities shall be provided the highest level of services and cooperation reasonably expected in order to promote the business goals of such tenants and thus encourages the continued use and occupancy of the facilities.

## ARTICLE 7

### SCOPE OF WORK

#### **7.1. SERVICE AND EQUIPMENT**

7.1.1 Vendor will be responsible for:

1. Provision of video projection equipment and service.
2. Provision of theatrical lighting and props.
3. Provision of computer equipment and accessories.
4. Provision of video conference services and capabilities.
5. Provision of all necessary audio visual order forms.
6. Provision of all operating procedures as it relates to the Audio Visual and Computer Services concession.
7. Provision of maintenance and service of existing SMG equipment and services as described in Section 7.5. "Maintenance and Service of Existing Equipment."

#### **7.2. EQUIPMENT ON-SITE**

7.2.1. Vendor shall have all necessary on-site equipment for providing standard Audio and Visual and Computer Services for licensee as required.

7.2.1.1. Inventory of equipment is to be established upon execution of contract. Updated inventory report is to be submitted to SMG quarterly for review and audit. Shortfalls from contracted levels are to be remedied at vendor's expense. The inventory report shall include equipment.

7.2.1.2 All equipment on this inventory must be in like-new condition for exclusive use at the Center.

7.2.1.3 Vendor will be solely responsible for the repair and maintenance of its equipment and the equipment provided by SMG.

#### **7.3. EQUIPMENT OFF-SITE**

7.3.1. Vendor shall obtain all necessary equipment to be stored at an accessible, mutually agreed upon off-site location in order to maintain sufficient inventory to handle any needs of licensees. Said equipment shall be of high quality and like-new consistent

with that stored on-site. Level of inventory shall be subject to SMG approval, and may be modified as dictated by the event schedule.

#### **7.4. USE OF EQUIPMENT**

- 7.4.1. All on-site equipment inventories shall be available to SMG and the RICCA at no charge for its exclusive use in the Center.
- 7.4.2. SMG may also determine that in the best interest of the Center, specific on-site equipment such as microphones will be provided to the licensee or the RICCA without incurring any charges to the licensee or RICCA
- 7.4.3. SMG reserves the right to request Vendor to provide reasonable discounts for certain tenants, charities or the City of Providence sponsored events. Such requests shall not be unreasonable.

#### **7.5. MAINTENANCE AND SERVICE OF EXISTING EQUIPMENT**

- 7.5.1. Vendor will maintain and service the in-house sound systems. The vendor will enter into a service agreement with a service provider of choice and incur all costs associated with the preventative maintenance of the system.

The minimum level of service contract must include the following:

- 1. All Labor associated with preventative maintenance
- 2. Quarterly System test and inspection
- 3. Service call contact availability 24-hours.
- 4. Service call site response within 4-hours.
- 5. All replacement parts are covered for length of contract.

If vendor elects to utilize a 3<sup>rd</sup> party service agreement, the vendor will be responsible for negotiating the contract with a qualified vendor under their own name and providing SMG with sufficient proof that they have the capabilities to repair and maintain the system. Vendor must prove competence on the current system.

#### **7.6. MANAGEMENT**

- 7.6.1. Vendor shall maintain daily staffing, at levels acceptable to SMG, sufficient to facilitate the planning and execution of work including but not limited to pre and post licensee event meetings, weekly staff and operations meetings. Minimum staff to include an active, qualified, competent and experienced manager who is available to supervise vendor's operations and day-to-day operations of the Audio Visual Services concession. In addition to the on-site manager an appointed senior manager will provide direct over site to the on-site manager and communicate regularly with SMG Senior Management. SMG reserves the right to approve final selection of on-site manager and such approval shall not be unreasonably withheld.

#### **7.7. IATSE, LOCAL 23 AGREEMENT**

- 7.7.1. The Center has an agreement with IATSE Union, Local 23 to perform all rigging and stagehand work.
- 7.7.2. As has been our practice, all rigging will be an exclusive function of our in-house a/v provider.
- 7.7.3. All employees under this agreement with IATSE, Local 23 will be employees of SMG. SMG will bill in-house provider at the above applicable rates. All client billing will be the responsibility of the in-house AV provider.

## **7.8. LABOR**

- 7.8.1. Employees shall be uniformly dresses, clean and neat in appearance. All employees must display identification prominently while on the Center premises.
- 7.8.2. All employees shall be qualified and properly trained in the handling and use of all Equipment used in and around the Center.
- 7.8.3. All employees shall be qualified and properly trained in aerial lift operations.
- 7.8.4. Equal Employment Opportunity Compliance. The Vendor is required to demonstrate the same commitment to equal opportunity as prevails under federal contracts controlled by federal Executive Orders 11246, 11625 and 11375. Affirmative action plans shall be submitted by the Vendor to SMG, if required. Vendor's failure to abide by the rules, regulations, contract terms and compliance reporting provisions as established shall be grounds for forfeiture and penalties.
- 7.8.5. Prevailing Wage Requirement. In accordance with Title 37, Chapter 13 of the General Laws of Rhode Island, payment of the prevailing rate of per diem wages and the general prevailing rate for regular, overtime and other working conditions existing in the locality for each craft, mechanic, teamster, or type of workmen needed to execute this work is a requirement for both contractors and subcontractors for all public works.
- 7.8.6. Drug Free Workplace Requirement. In accordance with Executive Order No. 91-14, Vendor shall abide by Rhode Island's drug-free workplace policy and the vendor shall so attest by signing a certificate of compliance.
- 7.8.7. Vendor will inform Management of any unsafe practices or suspect equipment being used by an outside Audio Visual Services company that presents a potential safety issue.

## **7.9. EXCLUSIVITY**

- 7.9.1. It will be the privilege of the Vendor to have the right to vend or solicit Audio Visual and Computer Services within the Center, or to provide labor for the installation of services to licensees who utilize Center facilities. Vendor understands this right is not considered exclusive, and further understands that while SMG shall endeavor to encourage the use of Vendor's services, SMG shall not be responsible for ensuring

such use. The only exception to the exclusivity rights stated above is rigging and limited stage hand work outlined in Section 7.7. In-house Audio Visual Services company will have exclusive rights to all rigging requirements related to sound and light production and understand that they assume all liability associated with their work.

In addition, privilege does not preclude any of the following:

1. Use of equipment by center staff.
2. Use of exhibitor's equipment by exhibitor or their personnel.
3. Specialty theatrical utilities/lighting provided by licensee.
4. Services deemed appropriately outside the contract by SMG.

## **7.10. RATES**

7.10.1. SMG reserves and maintains the right to review the rates and to require changes to them or hold them constant, as required. Vendor will have the right to request changes to the rates according to the proper level of pricing for the market and financial viability.

## **7.11. USE OF FACILITIES**

7.11.1. The Vendor's employees must check-in and exit the Center at the designated security door only.

7.11.2. SMG will provide an office and limited storage space for the purpose of conducting business within the Center.

7.11.3. The Vendor's truck and other vehicles must have the company name or logo permanently attached and must be parked in authorized areas or spaces only.

7.11.4. The Vendor shall take all precautions necessary and shall bear the sole responsibility for the safety of the Work, and the safety and adequacy of the methods and means it employs in performing Work. Vendor, while on the Center's grounds must also observe any safety requirements imposed by SMG.

7.11.5. Telephone service will be provided by Center and all calls will be billed at prevailing Show rates.

7.11.6. Vendor shall be afforded access to the Center at all reasonable times for the administration of the terms of the contract. Parking will not be provided to the vendor and its personnel.

## **7.12. LENGTH OF CONTRACT**

7.12.1. The Contract under which these privileges shall be granted will be for the term of three (3) years. At the conclusion of term, RICCA/SMG shall retain the option to renew the Contract, subject to the mutual agreement of both parties, for not more than two (2) additional terms of one (1) year in length under the provisions agreed herein. RICCA/SMG shall reserve the right to terminate this contract at any time on thirty (30) days notice, without penalty.

### 7.13. ACCOUNTING

- 7.13.1. Vendor shall keep books of accounts and records of all transactions in accordance with the standard and established accounting and bookkeeping procedures.
- 7.13.2. A true copy of each final invoice is to be submitted to SMG at the conclusion of each event.
- 7.13.3. Vendor shall make available to SMG during regular business hours any books, records, documents and inventory reports, with the exception of financial statements, relating to the contract for review upon request.

### 7.14. INSURANCE

During the contract term, the Vendor will maintain, at its sole cost and expense, policies written by an insurance company or companies approved by SMG, authorized and licensed to do business in the State of Rhode Island and rated not less than "A-" by the most current Best's Manual. All such insurance coverage, with the exception of Workers' Compensation, shall name SMG, the Center, RICCA, the State of Rhode Island and their employees, agents, officers and directors as additional insured on a primary and non-contributing basis there under and a waiver of subrogation in favor of all additional insured shall apply to all such coverage. Evidence of such coverage being in place will be promptly delivered to SMG prior to the Commencement of the Term. All such coverage shall be endorsed to indicate that coverage will not be materially changed or cancelled without at least thirty (30) days' prior written notice to SMG, such prior notice being mandatory. The Vendor will provide SMG with evidence of the renewal of all coverage required for the Contract. Such coverage shall include the following:

- a. Comprehensive General Liability coverage in the amount of \$2,000,000 in the aggregate and \$1,000,000.00 each occurrence. This coverage must be written on an occurrence form, claims made policies will be unacceptable. The Comprehensive Liability insurance shall cover the vendor, SMG, the Center, RICCA, the State of Rhode Island and their respective employees, agents, officers and directors from and against any claim arising out of personal injury and/or property damage as a result of the operations of the Vendor or its failure to comply with the terms and provisions of the Contract. Such policy or policies for the insurance shall include coverage for claims of any persons as a result of incidents directly or indirectly related to the employment of such persons by the Vendor or by any other persons. This coverage shall include blanket contractual insurance and such coverage shall make express reference to the indemnification provisions set forth in the Contract.
- b. Worker's Compensation Coverage, as statutorily required by the State of Rhode Island, for all employees of the Vendor. Employer's Liability coverage on the Workers' Compensation policy shall be written in the minimal amount of \$1,000,000.00.
- c. Excess Liability Coverage in the amount of \$5,000,000.00 shall be in the form of an Umbrella policy rather than a following form excess policy. This policy or

policies shall be specifically endorsed to be excess for the required Comprehensive General Liability Coverage, the Employees' Liability Coverage on the Workers' Compensation policy, and the Comprehensive Automobile policy.

- d. Comprehensive Automobile Liability Coverage, in an amount not less than \$1,000,000.00, shall be maintained. Such coverage will include all owned, non-owned, leased and/or hired motor vehicles, which may be used by the Vendor in connection with the services required under this Contract.
- e. Insurance against Loss and/or Damage to fixtures, furnishings, equipment and other personal and business property of the Vendor and the Center upon the premises by fire or other such casualty as may be generally included in the usual form of extended coverage in an amount equal to the replacement costs of such property. Such insurance shall provide coverage for the personal property of others in the care, custody and control of the Vendor that is used by the Vendor for the Work.

#### **7.15. BONDING**

Vendor will be required to execute a Performance and Payment Bond, in a form acceptable to RICCA/SMG, in the amount of One Hundred Thousand Dollars (\$100,000.00) with Corporate Surety to secure the performance by the Vendor of all terms of the Contract. The Performance and Payment Bond shall name SMG and RICCA as beneficiaries and be in place upon the execution of the Contract.

#### **7.16. INDEMNIFICATION**

- 7.16.1 The Vendor hereby agrees to indemnify and keep indemnified, defend, hold and save harmless RICCA, SMG, the State of Rhode Island and their respective agents, representatives, directors, officers and employees from and against any and all actions, causes of action, claims, demands, liabilities, losses, penalties, judgments, awards, costs, damages or expenses of whatsoever kind and nature, including reasonable counsel or attorneys' fees and court costs, which RICCA, SMG, the State of Rhode Island and their respective agents, representatives, directors, officers and employees shall or may at any time sustain or incur, directly or indirectly, by reason of (a) any breach by the Vendor of any representation, warranty, covenant or agreement in the Contract, (b) any failure by the Vendor to perform its obligations under the Contract, (c) failure by the Vendor or its agents, employees, suppliers or subcontractors to observe and comply with all applicable federal, state and local laws, ordinances, rules and regulations, or (d) arising out of or resulting from the Work, provided that any such claim, damage, loss or expense with respect to the Work is (i) attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property including the loss of use resulting there from, and (ii) caused in whole or in part by any negligent act or omission of the Vendor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. By virtue of this indemnification clause, the Vendor does not waive any rights or defenses it may have with respect to any such claims, demands and causes of action, including the right of contribution.

7.16.2. In any and all claims against SMG, the State of Rhode Island, RICCA and their respective agents, representatives, directors, officers or employees by any employee of the Vendor any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 7.7.1 shall not be limited in any way by any limitation on the amount of the type of damages, compensation or benefits payable by or for the Vendor or any subcontractor, the workers' or workmen's compensation acts, disability benefits acts or other employee benefit acts.

**7.17. PERMITS, LICENSES AND LAWS**

7.17.1. Vendor shall be required to provide and maintain any permits and licenses required by law at its own expense

7.17.2. Vendor shall at all times observe and comply with all applicable federal, state and local laws, ordinances, rules and regulations, and shall indemnify, save and hold harmless, SMG, The State of Rhode Island and RICCA and all of their officers, agents and employees against all claims or liability arising from or in connection with the violation of any such law, ordinance, rule or regulation, whether such violation is caused by Vendor, or its agents, employees, suppliers, or subcontractors.

END OF SECTION

**BID SHEET**

Name of Company or Corporation: \_\_\_\_\_

Company Address: \_\_\_\_\_

State and Date of Incorporation: \_\_\_\_\_

Manager to be Assigned: \_\_\_\_\_

Senior Manager to be Assigned: \_\_\_\_\_

**PRINCIPALS AND/OR MEMBERS OF CORPORATION**


Fees to be paid to the Center:

% of On Site Equipment (Gross Receipts): \_\_\_\_\_

% of Off-Site Equipment (Gross Receipts): \_\_\_\_\_

% of Labor (Gross Receipts Amount): \_\_\_\_\_

\* Provide Vendor Billing rate schedule to customers for rigging, sound operators, cameramen, stagehands and any other anticipated classification.

Annual Equipment Investment (Flat \$ amount or % of Gross Receipts)

Start-up \_\_\_\_\_  
Post Year 1 \_\_\_\_\_  
Post Year 2 \_\_\_\_\_  
Post Year 3 \_\_\_\_\_  
Post Year 4 \_\_\_\_\_

Annual Marketing Investment (Flat \$ amount or % of Gross Receipts)

Start-up \_\_\_\_\_  
Post Year 1 \_\_\_\_\_  
Post Year 2 \_\_\_\_\_  
Post Year 3 \_\_\_\_\_  
Post Year 4 \_\_\_\_\_

Please provide all additional materials as required by the RFP.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**REFERENCES**

In the space provided below please enter company references and contact personnel with phone numbers for jobs similar in nature to the type of work required for the Rhode Island Convention Center.

Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Contact Title: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Type of Service Provided and Dates: \_\_\_\_\_

Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Contact Title: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Type of Service Provided and Dates: \_\_\_\_\_

Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Contact Title: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Type of Service Provided and Dates: \_\_\_\_\_

Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Contact Title: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Type of Service Provided and Dates: \_\_\_\_\_

Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Contact Title: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Type of Service Provided and Dates: \_\_\_\_\_