

REQUEST FOR PROPOSALS (RFP)

LINCOLN CONVENTION CENTER

LINCOLN, NEBRASKA

SITE SELECTION

January 12, 2024

1. Introduction:

Assemble Lincoln, a standing committee of the Lancaster County Board comprised of influential regional leaders committed to fostering a vibrant Downtown, is inviting for Request for Proposals (RFP) from qualified Land-Owners for a parcel of land to improve with the development of a cutting-edge Downtown Lincoln Convention Center. This initiative aims to capitalize on Lincoln's recent economic growth, attracting larger state and regional events to bolster the local economy.

Furthermore, it is the intent of Assemble Lincoln with the issuance of this RFP to secure a parcel of land that satisfies the following criteria (in addition to the multitude of requirements listed throughout this RFP):

- The parcel of land will be large enough and conveniently located to satisfy the programming requirements listed below for the convention center.
- Ownership of the parcel of land is able to be conveyed to or purchased outright by Lancaster County. Lancaster County must own the land.
- The convention center that will eventually improve the selected parcel of land must also be owned by Lancaster County. If the parcel of land is large enough to include any mixed-use elements surrounding the convention center, Assemble Lincoln is open to discussing the development of such assets and their appropriate ownership structure.

2. Background:

Lincoln, Nebraska has experienced significant investment and increased visitation, emerging as a prominent visitor destination. With two million annual visitors, over 20 hotels, and a thriving downtown district, the city is poised for further growth. However, the lack of a dedicated convention center hinders the ability to attract substantial conferences and events, impacting economic benefits.

Downtown Lincoln is a vibrant mixed-use district with a daytime population of approximately 41,000 employees and 1,700 businesses. Boasting \$70 million in dining sales and \$51 million in retail sales, the area is a hub of economic activity. Despite hosting various conferences, the absence of a dedicated convention center presents an opportunity for a state-of-the-art facility.

3. Market Potential:

While Lancaster County's population is under 400,000, the region within 90 minutes of Lincoln exceeds 1.6 million. With over 12,200 businesses within 30 minutes and an employee-to-residential ratio supporting the events industry, there is a substantial market for a convention center. Major employers, including the State of Nebraska, Lincoln Public Schools, the University of Nebraska, and others, further enhance the region's event appeal.

4. Program Needs:

On behalf of the Lancaster County Board, Assemble Lincoln is actively seeking a parcel of land situated within Downtown Lincoln or within a half-mile radius of 650 committable hotel rooms, which includes potential future hotel constructions associated with the Convention Center. The identified site must have the capability to fulfill the following key criteria:

- **Built Space:** The capacity to accommodate 130,000 square feet of constructed space.
- **Programmable Space:** Approximately 55,000 square feet designated for versatile activities.

- **Exhibit Hall and Entryways:** Provision for a first-floor Exhibit Hall and entryways to facilitate events and exhibitions.
- **Logistical Efficiency:** Adequate space designated for back-of-house loading and operational requirements.
- **Ceiling Heights:** Ceiling heights that align with the specifications outlined in the Building Program.
- **Parking:** Ability to provide or be within 1000 feet of 750 or more parking spaces to accommodate the needs of visitors and attendees.

A detailed criteria is included in Appendix A – Building Program

5. Feasibility Analysis:

Visit Lincoln, Downtown Lincoln Association, and Rotary Club #14 commissioned a comprehensive Feasibility Analysis for a New Convention Center in Lincoln, Nebraska, available at www.assemblelincoln.com. The reports provide insights into the potential market, proposed convention size, scope, and estimated costs.

6. Inquiries & Submission Instructions:

In adherence to the principles of fairness and integrity governing the RFP process, it is imperative that all communication related to this RFP be exclusively directed to the designated staff at projectdev@legends.net. To maintain an equitable evaluation, any attempt by participants in the RFP process including proposers and prospective proposers and their agents or affiliates (hereinafter “Proposer” or “Proposers”) to initiate contact with parties other than Assemble Lincoln may result in disqualification from consideration. This established contact protocol is in place to ensure a transparent and impartial evaluation process, fostering a level playing field for all participants.

6.1 Assemble Lincoln's Response:

Assemble Lincoln will compile and respond to all inquiries received by the specified deadline. Responses will be provided to all Proposers who have expressed interest in the RFP.

6.2 Addenda Issuance:

If necessary, Assemble Lincoln reserves the right to issue addenda to address any substantial questions or provide additional information that may impact the proposal submission or evaluation process.

7. Submission Deadline:

All submissions must be exclusively submitted to projectdev@legends.net. It is imperative to adhere to the following deadlines:

- Questions regarding this RFP must be submitted by 3:00 PM CST on February 20th, 2024.
- Proposals must be submitted by 3:00 PM CST on February 29th, 2024.

For the integrity of the evaluation process, any attempt to contact or communicate with parties other than the designated staff may result in disqualification from consideration.

8. Consideration of Publicly Owned Parcels.

Assemble Lincoln may independently explore acquiring publicly owned property for the Downtown Lincoln Convention Center project and decline all proposals submitted in response to this RFP.

9. Legal and Compliance Requirements

Proposers for the Downtown Lincoln Convention Center project are expected to adhere to all relevant legal and compliance standards. This section outlines key legal and compliance considerations:

9.1 Regulatory Compliance:

Proposers must ensure compliance with all federal, state, and local laws, regulations, and ordinances applicable to the development, construction, and operation of the convention center. Proposals should explicitly detail the steps the Proposer will take to maintain ongoing compliance with all regulatory requirements throughout the project's lifecycle.

9.2 Zoning and Land Use:

Proposers are responsible for verifying and complying with all zoning and land use regulations applicable to the proposed development site.

Proposers should include documentation demonstrating an understanding of zoning regulations and land use requirements, as well as any necessary approvals obtained or planned.

9.3 Permits and Approvals:

Proposers are expected to secure all required permits, licenses, and approvals for the development, construction, and operation of the convention center.

Proposals should include a comprehensive plan for obtaining and maintaining necessary permits, highlighting any potential challenges or unique considerations.

9.4 Contractual Agreements:

Proposers must be prepared to enter into legally binding agreements with the County of Lancaster, Nebraska and other relevant stakeholders. Proposals should outline the Proposer's approach to contract negotiations and any specific contractual requirements or considerations.

9.5 Insurance and Liability:

Proposers are required to maintain insurance in conformance with the Standard Insurance Requirements for Lancaster County, the City of Lincoln, the Lincoln-Lancaster County Public Building Commission, and the West Haymarket Joint Public Agency as set forth in the attached Appendix "B."

9.6 Ethical and Legal Conduct:

Assemble Lincoln expects Proposers to conduct all activities related to the project ethically and in full compliance with the law. Any unethical or illegal conduct may result in disqualification from consideration.

Proposers are urged to thoroughly review and address these legal and compliance requirements in their proposals. Failure to comply with these provisions may impact the evaluation and selection process.

Assemble Lincoln reserves the right to reject proposals, overturn an award notification and/or terminate a contract if it is discovered that a Proposer (s) commits or has committed violations, such as but not limited to, the following offenses:

- a. Offering or giving, directly or indirectly, a bribe, fee, commission, compensation, gift, gratuity, or anything of value to any person or entity in an attempt to influence the procurement process;
- b. Utilize the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the procurement process;
- c. Being considered for, presently being, or becoming debarred, suspended, ineligible, or excluded from contracting with any local, state, or federal entity;
- d. Submitting a proposal on behalf of another party or entity; and
- e. Collusion with any person or entity to influence the procurement process, submit sham proposals, preclude bidding, fix pricing or costs, create an unfair competitive advantage, subvert the RFP, or prejudice Lancaster County.

9.7 Equal Employment Opportunity

In connection with the carrying out of this project, the Proposer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status.

9.8 Confidentiality:

Assemble Lincoln places a high value on the integrity and confidentiality of the information shared by Proposers during the submission process. However, any Submission received by Assemble Lincoln may become a public record and is subject to disclosure to any party initiating a public records request under Nebraska Revised Statutes § 84-712 et seq.

- If a Proposer wishes to have any information withheld from a public records request, such information must fall within the definition of “proprietary or commercial information” contained within Nebraska Public Records Statutes as defined by Nebraska Revised Statute § 84-712.05(3) and/or must be considered “trade secrets” as defined by Nebraska Revised Statutes §§ 87-501 to 87-507. All information the Proposer wishes to withhold from public disclosure must be submitted in a sealed package which: Is separate from the remainder of the submission; Is clearly marked “*proprietary or commercial information*” and/or “*trade secrets*” on the outside of the package; Individually identifies each separate page as confidential; and
- Contains supporting documentation specifically enumerating why the information in such documents are marked and qualify as proprietary or commercial information/trade secrets.

Under Nebraska law, in order for such information to be protected, the information, if released, would give competitors an advantage **and** serve no public purpose.

If the instructions above for designating proprietary or commercial information and/or trade secrets are strictly followed, Assemble Lincoln will provide the Proposer with reasonable notice that a public records request has been made that may include the information designated as proprietary and commercial or a trade secret. It is the sole responsibility of the Proposer to take actions necessary to protect the information claimed as proprietary or commercial, or a trade secret.

9.9 Copyright and Posting Waiver

Any Proposer awarded a contracts specifically waives any copyright or other protection the contract, proposal may have; and it shall be implied that they have the ability and authority to enter into such waiver. This reservation and waiver are a prerequisite for submitting a proposal to this RFP, and award of a contract. Failure to agree to the reservation and waiver will result in the proposal being found non-responsive and rejected.

To facilitate public postings, except for proprietary information, Lancaster County reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract, proposal, or response to this RFP for any purpose, and to authorize others to use the documents.

Any Proposer agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless Lancaster County and its employees, volunteers, agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses, sustained or asserted against Lancaster County, arising out of, resulting from, or attributable to the posting of the contract or the proposals and responses to the RFP, awards, and other documents

9.10 Offer and Representation

A proposal shall be considered an offer on the part of the Proposer. Such offer shall be deemed accepted upon issuance by the County of Lancaster, Nebraska of contract documents appropriate to the work. No offer shall be withdrawn for a period of one hundred twenty (120) calendar days after the time/date established for receiving proposals, and each Proposer agrees by submitting an offer.

Each Proposer, by signing and submitting an offer, represents that he/she has read and understands the proposal documents, and the offer has been made in accordance therewith.

Assemble Lincoln reserves the right to accept or reject any or all offers or parts thereof. Assemble Lincoln may request a rebid, waive irregularities and technicalities, and negotiate prices with selected proposals, such as shall best serve the interests and requirements of Lancaster County.

Assemble Lincoln further reserves the right to independently explore acquiring publicly owned property for the Downtown Lincoln Convention Center project and decline all proposals submitted in response to this RFP.

A. SUBMISSION REQUIREMENTS

Proposers are requested to adhere to the specified submission requirements outlined for the Downtown Lincoln Convention Center project. This section delineates essential components necessary for a comprehensive proposal, facilitating a clear understanding of Proposer qualifications, plans, and commitments.

Assemble Lincoln anticipates concise and thorough submissions that reflect a commitment to excellence and innovation in convention center development. **Proposal responses that do not contain each of the categories and items as listed in Sections 1-6 below may be deemed to be non-responsive.**

1. Expression of Interest Cover Letter:

Provide a cover letter expressing your company's interest in the Downtown Lincoln Convention Center project. Clearly state your commitment to the project's goals and objectives.

Cover letter must be signed and include:

Firm
Name
Position
Phone
Email

2. Respondents' Experience and Qualifications:

In the pursuit of the Downtown Lincoln Convention Center development, the focus lies on the experience and qualifications of Proposers. The project seeks partners with a proven track record in conceiving and executing projects of similar scale and significance. Demonstrated expertise in convention center development, urban revitalization, and a commitment to delivering innovative and sustainable solutions will be key factors in the selection process. Proposers are encouraged to showcase their past achievements, highlighting successful projects that reflect a deep understanding of community needs, architectural excellence, and the ability to navigate complex urban landscapes.

2.1 Company Profile: Proposers are requested to provide a concise and informative overview of their company's background, highlighting relevant experience, key achievements, and expertise in large-scale development projects.

2.2 Experience: Provide detailed examples of convention centers or similar large-scale facilities the Proposer has designed, constructed, and managed. Include project sizes, complexities, and any unique challenges overcome.

2.3 Successful Project Completion: Highlight instances where the Proposer has a proven track record of meeting or exceeding project specifications and adhering to timelines. Provide references and measurable outcomes.

2.4 References: Include three references from past projects that demonstrate your company's successful track record in large-scale developments. Additionally, provide assurance by indicating that your company has maintained a consistent record of successful project completions without any reported project failures in the last decade.

3. Project Proposal and Timeline:

Proposers are invited to present comprehensive project proposals that articulate a clear vision for the convention center's design and construction. Proposals should showcase innovative solutions and demonstrate an understanding of the unique needs of the Lincoln community. Additionally, a well-defined timeline outlining key milestones from conception to completion is crucial. Proposers are encouraged to outline realistic and achievable deadlines, demonstrating their strategic approach to project management.

All proposal timelines shall incorporate the timelines outlined in Nebraska Revised Statute 13-2612.

3.1 Clarity in Design and Construction:

Clearly articulate the proposed design, construction, and management plan for the convention center. Include architectural drawings, floor plans, and any other visual aids that enhance understanding. This section aims to provide a transparent and strategic overview of the construction process.

a. Parcel Characteristics

- Specify the exact length of the parcel along the main Right of Way (ROW), emphasizing its frontage and visibility.
- Describe the general shape of the parcel and its suitability for the required use and construction of the convention center.
- Identify the current use of the parcel, listing both positive and negative implications.
- Address potential challenges, risks, and implications for both construction and long-term operation.
- Discuss how the existing use may impact the convention center's development and operation.
- Clearly define the floodplain classification of the parcel, including the specific zone or category.
- Provide information on the flood risk level associated with the area.

b. Environmental Issues and Remediation Plan

- Identify and address environmental issues related to the site, including plans for monitoring wells or excavation.
- Clearly indicate whether a Phase I Environmental Site Assessment (ESA) has been performed, and if so, include the report.
- If a Phase I ESA has not been conducted, declare the prior use of the site, provide information on possible contaminants, and outline plans for engaging in a Phase I ESA, including the selected firm and the timeline for completion.

3.2 Feasibility of Timeline:

- Demonstrate a thorough understanding of project timelines, outlining key milestones and deliverables. Ensure the proposed timeline is realistic, achievable, and aligns with project objectives.

- Clearly identify the timeline to make the land build-ready, including any demolition requirements.
- Specify which buildings, if any, need to be demolished on the site and provide a detailed schedule for demolition.
- Clearly indicate when the site will be shovel-ready for construction.

4. Vision Alignment:

Demonstrate a clear alignment between the proposed development and the overarching vision for Downtown Lincoln as a convention center destination. Highlight how the design, construction, and ongoing management plans contribute to the Lincoln and Lancaster County's aspirations, fostering economic growth, cultural vibrancy, and community engagement.

4.1 Adjacent to Complementary Facilities:

- Emphasize the convention center's proximity to and integration with complementary facilities such as hotels, restaurants, retail establishments, and other amenities.
- Highlight how this adjacency enhances the overall experience for convention attendees and contributes to the success of events.

4.2 Partnership Opportunities:

- Explore and outline potential partnership opportunities with neighboring businesses, organizations, or local entities.
- Demonstrate a willingness to collaborate with stakeholders to create synergies that benefit both the convention center and the surrounding community.

4.3 Traffic Flow (Egress and Ingress):

- Assess and articulate the ability to manage traffic flow effectively, considering both Egress and Ingress points.
- Include any proposed traffic management strategies, technology integration, or partnerships to enhance traffic flow during events.
- Evaluate and detail the roadway access and capacity from multiple points, addressing both Ingress and Egress.
- Provide information on the planned measures to optimize traffic flow and accommodate conventions seamlessly.

4.4 Pedestrian Connectivity:

- Outline plans for pedestrian connectivity, emphasizing how the convention center integrates with and enhances accessibility to adjacent complementary facilities.
- Address walkability, pathways, and amenities that promote a pedestrian-friendly environment.
- Describe the convention center's proximity to mass transit options, such as bus stops, train stations, or other public transportation.
- Outline any initiatives or partnerships aimed at encouraging the use of mass transit for convention attendees.

5. Financial Proposal:

Submit a clear and transparent financial proposal that details the cost estimates for design, construction, and ongoing management. Ensure that the costs align with market values and provide a breakdown of expenses. As mentioned in Section 1 – Introduction, of this document, both the parcel of land AND the convention center will need to be owned by Lancaster County. All responses to the below submission requirements should be done with this thought in mind.

- Provide a detailed financial proposal outlining the costs associated with preparing the site and constructing/operating the convention center.
- Specify whether the Proposer or Assemble Lincoln will cover the costs of obtaining a pad-ready site.
- Disclose preferred financial terms for the deal, such as land purchase arrangements or public-private partnership agreements.

Clearly outline the portion of costs for site preparation and convention center construction/operation that will be the Proposer's responsibility.

5.1 Alignment with Market Values: Ensure that the financial proposal aligns with current market values, reflecting a realistic and competitive estimation of costs for design, construction, and ongoing management. Proposers should provide evidence of thorough market research to substantiate proposed financial figures.

5.2 Comprehensive Breakdown of Expenses: Present a comprehensive breakdown of expenses for design, construction, and ongoing management, in both overall cost and cost per square foot, offering transparency in cost allocation. This breakdown should enable a clear understanding of how financial resources will be distributed across different phases of the project, fostering transparency and accountability.

6. Proposal Format :

Physical characteristics of the proposal response:

- PDF file format
- Minimum 10pt Arial or Calibri font style
- 8 ½ x 11 size is preferred for each page of content
- No narrative content to be placed on the divider pages
- A **maximum** of 30 **pages of content** shall be allowed for submittal information requested in **Sections 1-5 above**. The maximum number of pages of content allowed excludes the front cover and section divider pages.
- Proposers attempting to submit portions of the response containing Proprietary Information and/or Trade Secrets must strictly comply with the instructions as outlined in section 8.1 under heading “Confidentiality” above. Any documents qualifying for this type of categorization shall also be subject to the maximum number of pages allowed for proposal contents.

B. PROPOSAL EVALUATION CRITERIA

Proposers are invited to submit comprehensive proposals for the Downtown Lincoln Convention Center project. The evaluation process will consider the following key criteria:

Expression of Interest Cover Letter:

- Inclusion of a signed cover letter expressing commitment to project goals.

Proposer's Experience and Qualifications:

- Assessment of company profile, relevant experience, and expertise in large-scale development projects.
- Detailed examples of similar projects and successful project completions.
- Verification of references from past projects.

Project Proposal and Timeline:

- Clarity of the proposed design, construction, and management plan.
- Feasibility of the proposed timeline.

Vision Alignment:

- Demonstration of alignment with Downtown Lincoln's vision for economic growth, cultural vibrancy, and community engagement.

Financial Proposal:

- Alignment with current market values.
- Comprehensive breakdown of expenses for design, construction, and ongoing management.

Oral Interviews:

Shortlisted Proposers will undergo further evaluation, including possible requests for additional information or clarification. Assemble Lincoln may conduct oral interviews (including presentations and/or demonstrations) with Proposers. All Proposers may not be granted an opportunity to interview. The interview process will allow Proposers to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Proposers will not be allowed to replace their written proposals by altering or amending the proposals during the interview process.

Any costs incidental to the oral interviews shall be borne entirely by the Proposer and will not be compensated by Lancaster County.

Reference Checks:

By submitting a proposal in response to this RFP, the Proposer grants to Assemble Lincoln the right to perform reference and/or credit checks to verify characteristics, such as but not limited to, experience, skills, reputation, judgement and/or the capacity to perform the contractual obligations resulting from this RFP. Assemble Lincoln shall use the submittals requested in Section A 2 of this RFP as references. Further, Assemble Lincoln reserves the right to request additional information related to experience and financial

documents if deemed necessary to ascertain the Proposer's ability to meet the requirements outlined herein and in other related RFP documents.

Unsatisfactory information obtained from any references and/or credit checks performed may be grounds to reject a proposal, withdraw an offer or rescind the award of a contract. A proposer may not use work performed for their own company as a reference to substantiate performance. Assemble Lincoln may also exercise internal reference checks at their discretion for any known work performed for Lancaster County. Any unfavorable information obtained is subject to Lancaster County's discretion on award eligibility.

C. AWARD AND NEGOTIATIONS

If a proposal submitted in response to this RFP is selected for award by Assemble Lincoln, a recommendation for the award will be presented to the Lancaster County Board.

Assemble Lincoln reserves the right to reject any or all proposals, wholly or in part, in the best interest of Lancaster County.

Assemble Lincoln looks forward to engaging with interested parties as we advance this exciting project for our community. Thank you for your participation and interest in shaping the future of Downtown Lincoln.

APPENDIX A – BUILDING PROGRAM

Convention Space:

- 55,000 to 59,000 sf of event space
- ~130,000 sf footprint

Exhibit Hall:

- 25,000-30,000 sf
- Carpeted multipurpose hall
- Minimum ceiling height of 35 feet
- Column-free (*or no less than 90-foot centers*)
- Floor utility boxes on a 30' x 30' matrix
- Sub-divisibility via 2 or 3 movable air walls (*allowing for 3 to 4 separated event spaces*)
- Covered loading docks & service via the rear length of the halls,
- Public access via the front

Ballroom:

- 10,000-12,000 sf
- Carpeted, upscale
- Minimum ceiling height of 25 feet
- Subdividable via air walls
- Robust a/v, live production and broadcast capabilities

Breakout Meeting Space:

- 10,000-12,000 sf
- Carpeted, upscale
- Minimum ceiling height of 12 feet
- Subdividable, rooms with various capacities
- One or more hybrid presentation/engagement rooms

Pre-Function Space:

- ~5,000+ sf pre-function usable for events
- High, multi-level ceiling heights
- Natural light
- Public art and trend forward furnishings

Outdoor Event Space:

- Prioritize patio and/or rooftop terrace product
- ~5,000 square feet of usable event space
- Tent put-ins and/or permanent kiosks
- Electrical and fiber internet access

REQUEST FOR PROPOSALS (RFP)

**LINCOLN CONVENTION CENTER
LINCOLN, NEBRASKA**

SITE SELECTION

ADDENDUM # 1

February 9, 2024

SITE SELECTION RFP

ADDENDUM #1

Date of Addendum: 02/09/2024

NOTICE TO ALL POTENTIAL RESPONDENTS

The Request for Proposals (RFP) is modified as set forth in this Addendum. The original RFP Documents and any previously issued addenda remain in full force and effect, except as modified by this Addendum, which is hereby made part of the RFP. Respondent shall take this Addendum into consideration when preparing and submitting its Proposal.

PROPOSAL SUBMITTAL DEADLINE

The Proposal submittal deadline remains the same and is not changed by this Addendum.

1.0 – RFP

Item	Section	Description of Change
B	Appendix	Appendix B – Insurance Requirements, as referred to in Section 9.5, is included into RFP.

2.0 – QUESTIONS AND ANSWERS	
<p>The following questions and answers are provided as a matter of information to clarify issues raised about the RFP. To the extent that changes to the RFP are required based on the questions received, the RFP has been modified as noted above in the RFP section of this Addendum.</p>	
Item	Questions and Answers
2.1	<p><u>Question:</u></p> <p>Is a first-floor exhibit hall a requirement for consideration? If not a requirement, is a second-floor exhibit hall a feasible option?</p> <p><u>Answer:</u></p> <p>First floor exhibit hall is a major priority for a convention center, particularly as it relates to load-in and out, pedestrian circulation and the movement of equipment and materials. The events held in convention centers often include temporary construction of exhibits, large pieces of furniture and equipment, to name a few. It is expected that all proposed solutions will consider these factors among others and are capable of performing in similar or superior capacity than the metrics outlined in the RFP Section 4: Program Needs.</p>
2.2	<p><u>Question:</u></p> <p>Will a condo regime and planned private development above the convention center be an impediment to selection of a site?</p> <p><u>Answer:</u></p> <p>While a condo regime or planned development above the convention center does not impede the selection of a site, such proposal will be required to address questions such as: What will the ownership structure of the development look like, knowing that the county must own the building and land? How would these additional costs (structural, foundation, circulation, among others), impact the convention center? While these are opportunities for development the costs and impacts associated with such proposals must be addressed in detail.</p>
2.3	<p><u>Question:</u></p> <p>Will there be separate RFPs for design and construction services (CM, Design-Bid-Build, etc.) at a later date, or is the intent to put all of those services under the developers umbrella as per the Site Selection RFP?</p> <p><u>Answer:</u></p> <p>Separate RFPs for future project needs are expected, with timing and contractual obligations TBD</p>

2.4	<p><u>Question:</u></p> <p>The RFP document cites an Appendix B with Insurance Requirements, however I don't see that the Appendix B was included. Could you please provide a copy of the insurance requirements?</p> <p><u>Answer:</u></p> <p>Appendix B is included here in Addendum 1 to Site Selection RFP.</p>
2.5	<p><u>Question:</u></p> <p>The RFP includes a request to include the Phase I – ensuring that this doesn't count towards the total number of RFP pages for our response and also wondering if this can be included as an Appendix to our response?</p> <p><u>Answer:</u></p> <p>Question appears incomplete.</p> <p>Please confirm if inquiry pertains to disclosure of Phase I Environmental Site Assessment.</p> <p>If so, Phase I ESAs are to be included as supporting documents to the RFP response and will not count towards the RFP page limit. We kindly request a brief summary of findings to accompany the inclusion.</p>
2.6	<p><u>Question:</u></p> <p>The RFP identifies 5 key criteria areas – is there particular criteria that is weighted more heavily?</p> <p><u>Answer:</u></p> <p>At this time, no one specific criteria is weighted any differently than another.</p>

END OF ADDENDUM

Insurance Requirements

Submitted on	29 December 2023, 12:36PM
Receipt number	1228
Related form version	18

The requirements herein apply to contracts to be issued by the City of Lincoln, Lancaster County, the Lincoln-Lancaster County Public Building Commission, and the West Haymarket Joint Public Agency. For purposes of certificates, endorsements and other proof required herein, only include the entity issuing the contract.

DEFINITIONS: For purposes of these Requirements, the following definitions apply:

- **"Agreement"** shall mean the contract between the Owner and the Contractor into which these Insurance Requirements are incorporated by reference.
- **"City"** shall mean the City of Lincoln, NE.
- **"COI"** shall mean a Certificate of Insurance.
- **"Contractor"** shall mean the individual, company, etc. being hired to perform the Work under the Agreement. Contractor shall include all owners, officers, employees, agents, and subcontractors and employees of any of them.
- **"County"** shall mean the County of Lancaster, Nebraska.
- **"Owner(s)"** shall mean any, all, or a combination of the City of Lincoln, NE, County of Lancaster, Nebraska, Lincoln-Lancaster County Public Building Commission, and/or the West Haymarket Joint Public Agency and their elected and appointed officials, officers, employees, agents, contractors, and consultants.
- **"PBC"** shall mean the Lincoln-Lancaster County Public Building Commission.
- **"Site"** shall mean the location the Work is being completed and/or delivered to.
- **"WHJPA"** shall mean the West Haymarket Joint Public Agency.
- **"Work"** shall mean the project being completed, products being delivered, and/or services being provided as contemplated in the Agreement.

OWNERS: The Insurance Requirements apply to the following: County

PROVISIONS:

- 3. Commercial General Liability
- 4. Automobile Liability
- 5. Workers' Compensation
- 11. Errors and Omissions; Professional Liability

Contractor shall comply with the following provisions:

1. Insurance; Coverage Information

- A. The Contractor shall, prior to beginning work, satisfy all provisions of these Insurance Requirements and shall provide proof of insurance coverage in a form satisfactory to the Owner, which shall not unreasonably withhold approval. Contractor shall comply with these Insurance Requirements, including maintaining all coverages required by these Insurance Requirements, at all times the Work is being done pursuant to the Agreement.
- B. Contractor's insurance shall be primary and non-contributory with any insurance coverage maintained by the Owner. Owner's insurance policies, if any, operate secondary, in excess, separately and independently from policies required to be provided by Contractor. The policies shall be written for not less than the limits of liability required herein. If Contractor maintains higher limits than the minimums shown, the Owner requires and shall be entitled to the higher limits. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Owner.

Deductibles/Retentions: Deductibles/Retentions above \$25,000.00 shall not be permitted unless written consent is given by the Owner prior to close of an RFP or bid, or upon execution of the Agreement if a formal bid or RFP is not issued.

Owner has sole and exclusive discretion to reject deductibles/retentions that do not meet Owner's satisfaction.

Self-Insurance: In the event Contractor is self-insured for any insurance coverages required in this Agreement, Contractor is required to complete a Self-Insured Certification. If Contractor is self-insured for Workers Compensation, Contractor shall provide Owner a copy of

Owner(s) checked below shall be listed as the Certificate Holder on the COI using the following address: 555 S. 10th St., Lincoln, NE 68508

Lancaster County

2. Certificates

- A. The Contractor shall provide to Owner, in a form acceptable to Owner, a COI demonstrating the coverage required herein and include copies of all necessary endorsements, waivers, or other documents required by these Insurance Requirements before being permitted to begin the Work pursuant to this Agreement.
-

3. Commercial General Liability: The Contractor shall have, maintain, and provide proof of Commercial General Liability Insurance.

- A. **Basis:** Occurrence basis.
 - B. **Limits:** Not less than \$1,000,000 combined single limit (CSL) each occurrence; \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate.
 - C. **Coverage:** Coverage shall include: Premises-Operations, Products/ Completed Operations, Contractual, Broad Form Property Damage, and Personal and Advertising Injury. The required insurance must include coverage for all projects and operations by or on behalf of Contractor or similar language that meets the approval of the Owner, which approval shall not be unreasonably withheld. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in this agreement. Policy shall have a Cross-Liability/Separation of Insureds Clause specifying the insureds' protection under the policy as if each insured had a separate policy, with the exception of the limits of liability and any rights or duties that are designated to be for the first named insured only.
 - D. **Additional Insured Endorsement Form:** The Contractor shall name the Owner as additional insured on Contractor's Commercial General Liability policy.
 - E. **Waiver of Subrogation/Waiver of Right of Recovery Endorsement Form:** Contractor shall have policy endorsed with a waiver of subrogation/waiver of right of recovery in favor of Owner.
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4. Automobile Liability: The Contractor shall have, maintain, and provide proof of Automobile Liability insurance.

- A. **Basis:** Occurrence basis.
 - B. **Limits:** Not less than \$1,000,000 CSL per accident. Auto Liability shall not be subject to an aggregate.
 - C. **Coverage:** Coverage shall include liability arising out of the ownership, maintenance, or use of any motor vehicle, including Owned, Leased, Hired and Non-Owned.
 - D. **Additional Insured Endorsement Form:** The Contractor shall name the Owners as additional insured on Contractor's Automobile Liability policy.
 - E. **Waiver of Subrogation/Waiver of Right of Recovery Endorsement Form:** Contractor shall have policy endorsed with a waiver of subrogation/waiver of right of recovery in favor of Owner.
-

5. Workers' Compensation; Employers' Liability: The Contractor shall have, maintain, and provide proof of Workers' Compensation insurance.

- A. **Limits:** Workers' Compensation coverage not less than statutory requirements under the laws of the State of Nebraska and any other applicable State where Work may be performed. Employer's Liability coverage with limits of not less than \$500,000 each accident or injury shall be included.
 - B. **Waiver of Subrogation/Waiver of Right of Recovery Endorsement Form:** Contractor shall have policy endorsed with a waiver of subrogation/waiver of right of recovery in favor of Owner. The Contractor shall have its Workers' Compensation insurance carrier, or, if the Contractor is self-insured, then the Contractor itself shall, waive its subrogation rights/rights of recovery against the Owner and shall provide to Owner, in a form acceptable to Owner, a written document, signed by an authorized Officer of the Contractor confirming Contractor has waived their right of subrogation/waived their right of recovery.
 - C. Sole proprietors and certain very small entities may be exempt from these requirements and it is the obligation of the Contractor to submit documentation to the Owner of the basis for any such exemption. Contractor will not hire/engage any employees or independent contractors without procuring a Workers Compensation policy and providing proof to the Owner.
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11. Errors and Omissions; Professional Liability: The Contractor shall have, maintain, and provide proof of Errors and Omissions or Professional Liability insurance.

- A. **Basis:** Claims-made unless available as Occurrence basis coverage. Claim-made must have a retrospective date be the earlier of the date of this Agreement or prior to work commencing.
- B. **Limits:** Not less than \$1,000,000 each claim and \$1,000,000 in the aggregate.
- C. **Coverage:** Coverage shall include Owner and third-party bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death, and property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed because of pollution conditions, including asbestos, lead, and mold, arising from Contractor's operations and completed operations. Coverage shall include defense expenses including loss adjustment costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages.
- D. **Tail Coverage:** Shall be maintained for a minimum of two (2) years after the latest of the: a) final payment; b) agreement expiration; c) agreement termination or d) completion of the Work. In the event the policy is not renewed, Contractor shall arrange for

a two (2) year extended reporting period provision.

Subcontractors: The Contractor shall ensure that all tiers of Contractor's subcontractors comply with insurance requirements identical to the Insurance Requirements between the Contractor and Owner. Contractor shall provide, upon Owner's request, all documentation evidencing such compliance, to Owner on behalf of Contractor and Contractor's subcontractors.

Cancellation/Renewal Notice: Contractor's policies must contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, non-renewed or aggregate limits exhausted until at least 30 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice from insurer, Contractor shall provide a copy of the notice to Owner. If coverage required under this Agreement is cancelled or non-renewed, Contractor shall provide evidence of replacement coverage, with no lapse in coverage between the policies. Contractor shall provide, prior to expiration of any policy(ies), certificates of insurance and endorsement forms evidencing renewal insurance coverages as required in this Agreement.

Owner's Option: Owner may purchase and maintain at Owner's expense, liability insurance. Contractor cannot rely upon Owner's liability policy(ies) for any of Contractor's insurance obligations required herein.

Umbrella or Excess Liability: The Contractor may use an Umbrella, Excess Liability, or similar coverage to supplement the primary insurance stated above in order to meet or exceed the minimum coverage levels required by this Agreement provided such umbrella/excess coverage is not more restrictive than the primary coverage. Such coverage shall be excess of the Commercial General Liability, Auto Liability and Employer's Liability. If the Contractor is required to have, maintain and provide proof of Garage Liability, the Umbrella/Excess Liability shall also be excess of Garage Liability.

Minimum Rating - Insurer: All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than "A-" VIII, unless Owner has expressly approves in writing.

Reservation of Rights: The Owner reserves the right to require a higher limit of insurance or additional coverages when the Owner determines that a higher limit or additional coverage is required to protect the Owner or the interests of the public.

Sovereign Immunity: Nothing contained in this clause or other clauses of this Agreement shall be construed to waive the Sovereign Immunity of the Owner.

No Waiver by Owner: Failure of the Owner to object to the form or content of the certificate or endorsement or to demand such proof as is required herein shall not constitute a waiver of any insurance requirement set forth herein.

Failure of Owner to demand such certificates of insurance, endorsements or other evidence of the Contractor's full compliance with these insurance requirements, or failure of Owner to identify any deficiency in compliance from the evidence provided, shall not be construed as a waiver of the Contractor's obligation to obtain and maintain such insurance at all tiers.

Claims-made Tail Coverage: Any liability insurance arranged on a claims-made basis, will require an Extended Reporting coverage for the duration specified or the maximum time period the Contractor's insurer will provide, if less than the duration specified. Contractor will be responsible for furnishing certification of Extended Reporting coverage as described or continuous "claims made" liability coverage for the additional period. Continuous "claims made" coverage is acceptable in lieu of Extended Reporting coverage, provided the retroactive date is on or before the effective date of this Agreement and there is no prior or pending date added to the policy after the inception of this Agreement.

QUESTIONS

Consult with your insurance agent or broker on how to acquire the required coverages, endorsements, and waivers needed for your Agreement.

For additional information or questions concerning coverage or acceptable forms, Contractor may contact the Purchasing Division at 402-441-8103, or the Department that issues the Agreement. For general questions regarding Insurance Requirements, please contact the City of Lincoln Risk Management at 402-441-7671 or County of Lancaster, Nebraska's Risk Management at 402-441-6510, as appropriate.

E-mail Address (Internal use only)

cberens@lanaster.ne.gov

SITE SELECTION RFP

ADDENDUM #2

Date of Addendum: 02/20/2024

NOTICE TO ALL POTENTIAL RESPONDENTS

The Request for Proposals (RFP) is modified as set forth in this Addendum. The original RFP Documents and any previously issued addenda remain in full force and effect, except as modified by this Addendum, which is hereby made part of the RFP. Respondent shall take this Addendum into consideration when preparing and submitting its Proposal.

PROPOSAL SUBMITTAL DEADLINE

The Proposal submittal deadline remains the same and is not changed by this Addendum.

1.0 – RFP

Item	Section	Description of Change
N/A	N/A	N/A

2.0 – QUESTIONS AND ANSWERS

The following questions and answers are provided as a matter of information to clarify issues raised about the RFP. To the extent that changes to the RFP are required based on the questions received, the RFP has been modified as noted above in the RFP section of this Addendum.

Item	Questions and Answers
2.1	<p><u>Question:</u> What is the intended delivery format and location for submission?</p> <p><u>Answer:</u> As indicated in Section 6.0 Inquiries & Submission Instructions – All communication related to this RFP is to be exclusively directed to projectdev@legends.net. This includes the submission to the RFP response.</p> <p>Additionally, detailed instructions on the format of the respondents proposal can be seen in Submission Requirements, Section 6.0 – Proposal Format. Should your response file be larger than allowed by email, kindly submit link to where it is being hosted in a cloud service (Dropbox, Sharepoint, etc.) and ensure that all sections of the proposal, appendix excluded, are contained within a single file, for ease of review.</p>
2.2	<p><u>Question:</u> For site proposals, what is the preferred way of addressing sections of the RFP that are not applicable to a respondent’s proposal?</p> <p><u>Answer:</u> If any section of the RFP is not applicable to your proposed site, listing your response as “Not Applicable” is sufficient.</p>
2.3	<p><u>Question:</u> Can you confirm that architects, engineers and contractors working on our team will be able to participate in future RFPs irrespective of whether our site is selected or not?</p> <p><u>Answer:</u> Please refer to section 7.1 of the Programming and Conceptual Design Services RFP for information addressing conflicts of interest such as the one outlined in the inquiry.</p> <p>It is envisioned that all future procurement shall abide by the same legal and compliance requirements.</p> <p><u>7.1 Conflicts of Interest:</u> <i>Respondents must explicitly disclose and if selected, terminate previous engagements with developers and/or site-owners participating in the Site Selection RFP. In case that one such respondent is selected, they must solely be engaged with Legends, must abide and utilize the same criteria and privilege of information as the rest of the project and no longer be associated with the Respondent of the Site Selection RFP.</i> <i>Legends reserves the right to preclude any respondent from participating in this RFP based on the best interests of Assemble Lincoln, the County, and the People of Lincoln.</i></p>

END OF ADDENDUM