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# Request for Proposals (RFP)

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Management of the  
Utah Valley Convention  
Center (UVCC) in  
Downtown Provo, Utah

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Utah County, Utah  
26 Sep 2016

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## TABLE OF CONTENTS -

<b>Section:</b>	<b>Page</b>
I. Introduction.....	3
II. Opportunity Statement.....	5
III. Goals and Objectives of Professional Management.....	11
IV. Scope of Services .....	12
V. Submission Requirements .....	13
VI. Selection Procedure and Schedule.....	18
VII. Conditions, Disclaimers and Disclosures.....	20

## I. INTRODUCTION

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### Introduction

Utah County, Utah (County) is seeking proposals for the management and operation of the \$40 million Utah Valley Convention Center (UVCC) in Provo, Utah. The UVCC consists of a 144,500 square-foot facility (gross space) that includes approximately 52,000 square feet of sellable convention space (net space). Specifically, the UVCC includes a 20,000-square-foot exhibit hall, a 17,000-square-foot ballroom, approximately 10,000 square feet of breakout meeting space, a 5,500 square-foot roof-top terrace, 32,000 square feet of sellable pre-function space, and a full-service kitchen, along with support areas and offices.

The UVCC is located at 220 West Center Street in downtown Provo, adjacent to the 331-room Provo Marriott hotel.

Development of the UVCC is funded through a \$40.15 million Excise Tax Revenue Bond issued by Utah County, and construction was completed in May 2012. The facility has been managed by a single private company under contract with the County, selected through an RFP process, through the completion of construction to the present.

The County is seeking responses from those firms that have proven experience in convention center management in communities of various sizes throughout the country.

### Timing

The timeline for RFP submittal, review and selection process is as follows:

Written questions due	<b>Tuesday, October 18, 2016</b>
Proposals due to the County	<b>Wednesday, October 26, 2016, 3:00PM local</b>

County representatives will be available by appointment to provide a tour of the facility.

Only written questions pertaining to the project and opportunity will be accepted. Written questions should be submitted through the website BIDSYNC. Answers to all received written questions are expected to be available to all proposers by, October 21; also on BIDSYNC.

After the proposals have been received, selected proposers may be asked to present their proposal to the Selection Committee. These presentations are anticipated to take place the week of **November 7, 2016** with the goal of final selection of a management entity by the end of November, at which time contract negotiations would begin, with the intent of having a contract in place for management to begin in January 2018.

## Proposal Submissions

Proposals are due on **October 26, 2016**. Interested parties shall submit one (1) unbound hard copy and six (6) bound hard copies of the proposal that includes all information in the format outlined in this Request for Proposals (RFP). Hard copy proposals and supporting documentation must be submitted in a sealed package/envelope labeled "Proposal for the Management of the Utah Valley Convention Center". Facsimile copies will not be accepted. Proposers may choose to provide additional sets of the proposal submitted and/or supplemental information if and when invited to do so for presentation purposes.

Proposals shall be delivered to the County on or before:

Date: October 26, 2016  
Time: 3:00 p.m. Mountain Time  
To: Robert Baxter, Utah County Purchasing Manager  
Utah County Clerk/Auditor Office  
100 E. Center St, Suite 3600  
Provo, UT 84606

Submitted proposals should follow all instruction requirements listed in this RFP document. Utah County assumes no responsibility for the delivery of mail or courier services and is not responsible for the failure of bids to be received by the required time. The receipt date and time are absolute. Late proposals will not be accepted except as set forth in Utah County Procurement Rules and Regulations. It is neither the County's responsibility nor practice to acknowledge receipt of any proposal as a result of the Request for Proposals process. It is the responder's responsibility to ensure that a proposal is received in a timely manner.

The responding party agrees that Utah County may terminate this procurement procedure at any time, and Utah County shall have no liability or responsibility to the responding party for any costs or expenses incurred in connection with this RFP, or such party's response.

Utah County reserves the right to make an award on the basis of greatest benefit to the County and not necessarily on the lowest price (or calculated cost to it). To meet the public need, the County reserves the right to accept or reject any or all proposals submitted. The County also reserves the right to accept part or all of a specific proposal, and reserves the right to select a single vendor or more than one vendor to provide a specific service.

During the evaluation process, Utah County reserves the right, where it may serve the County's best interests, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. The County reserves the right to retain all proposals submitted and to retain any ideas in a proposal regardless of whether a proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained within the Request for Proposals document.

## II. OPPORTUNITY STATEMENT

### The Opportunity

By means of this Request for Proposals (RFP), Utah County (County) is seeking to evaluate convention facility management companies capable of providing a full range of comprehensive management services for the Utah Valley Convention Center (UVCC). The County invites proposals from qualified firms that have proven experience in convention facility management and whose assistance has been instrumental in gaining community acceptance for similar projects.

### The Community

Utah County, incorporated in 1850, covers an area of approximately 2,143 square miles and is located in north-central Utah, immediately south of Salt Lake County, Utah. The terrain ranges from lake bed flatlands through low rolling hills to rugged mountains. Utah Lake, the State's largest body of fresh water is located in the center of the County. The County has an estimated 575,000 residents according to the Governor's Office of Planning and Budget, making it the second largest county by population in the State (out of 29 counties).



The City of Provo, incorporated in 1851, is the county seat of the County and is located approximately 50 miles south of Salt Lake City. The City of Provo estimates its population at 112,000, ranking the City of Provo as the State's third largest city (out of approximately 240 municipal entities).

Other cities and towns in the County are Alpine City, American Fork City, Cedar Fort Town, City of Cedar Hills, Eagle Mountain City, Elk Ridge City, Town of Fairfield, Town of Genola, Town of Goshen, Highland City, Lehi City, Lindon City, Mapleton City, City of Orem, Payson City, Pleasant Grove City, Salem City, Santaquin City, City of Saratoga Springs, Spanish Fork City, Springville City, Vineyard Town, City of Woodland Hills, and a portion of Draper City.

Provo has access to many natural attractions including Utah Lake, the Wasatch Mountains, and Mount Timpanogos, and is home to the Provo Canyon and Provo River which showcase the Bridal Veil Falls and Deer Creek Reservoir State Park.

Provo offers an array of unique assets and attractions. Provo is home to Brigham Young University (BYU), a world-renowned academic institution with a total enrollment of approximately 32,600. Additionally, Utah Valley University, located in nearby Orem, has an approximate enrollment of 33,200, and is growing at a strong rate.



Noteworthy historical and cultural attractions include many world-class festivals and events (i.e., Provo's Freedom Festival, WinterFest, and Sundance Film Festival), museums and galleries (BYU Earth Science Museum and the Museum of Art), performing arts groups (Utah Regional Ballet, Utah Valley Symphony, UVU arts, etc.) and the historic downtown area of Provo. Additionally, there are many recreational activities, including world class skiing, golfing, camping, hiking, biking, fishing and many shopping opportunities.

The County is governed by the Board of County Commissioners (Board), consisting of three persons, elected at large by voters in the County. A measure of continuity is provided in the Board by the election of the commissioners to four-year overlapping terms. Duties of the County Commissioners include the responsibility for all County affairs in general. The Board must approve and may revise the budget of any County department or elected official. The Board serves as the legislative body of the County and appropriates funds for the various County functions. The Board is the tax levying body, determining the necessary County property tax levy each year. The Board also licenses and regulates businesses, exhibitions, and recreation within the unincorporated County area. The Board is also the County Board of Equalization. As such, the Board makes whatever adjustments they deem appropriate in equalizing the assessments of property as determined by the County Assessor, subject to review by the Utah State Tax Commission. Other elected officials are the Assessor, Attorney, Clerk/Auditor, Recorder, Surveyor, Sheriff, and Treasurer.

## The Facility

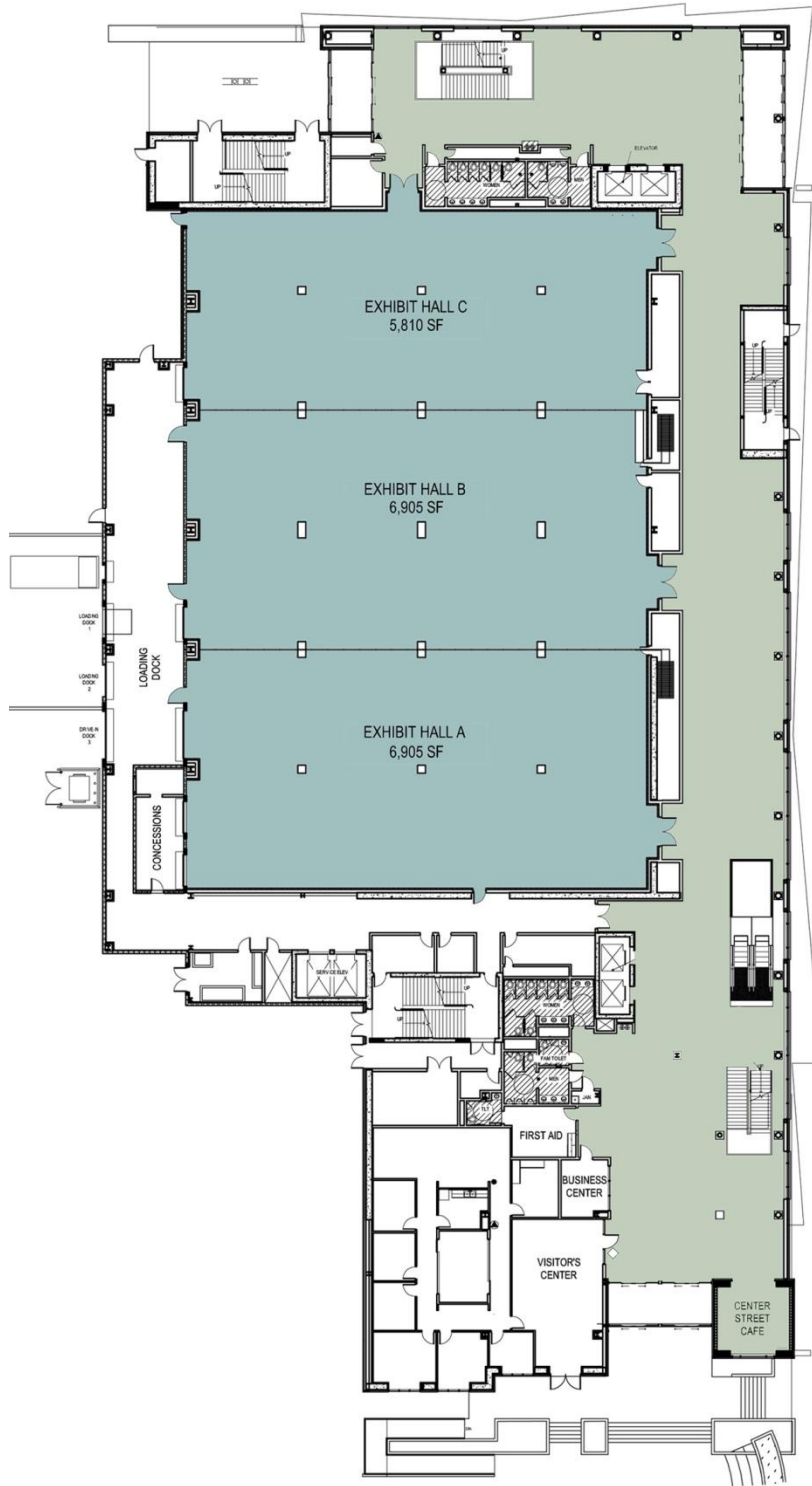
The Utah Valley Convention Center (UVCC) acts as an economic generator and a public resource for the local community, hosting conventions, conferences, tradeshow, public/consumer shows, meetings, banquets and other events of both a non-local and local nature. The convention center draws new visitors to the County. The UVCC enables a variety of civic functions and delivers both economic and social benefits to the communities of Provo, Utah County and the greater regional area.

Renderings and programmatic layouts of the UVCC, provided by Populous and MHTN, are provided below and on the several pages that follow. Additional schematic and design detail is available upon request.



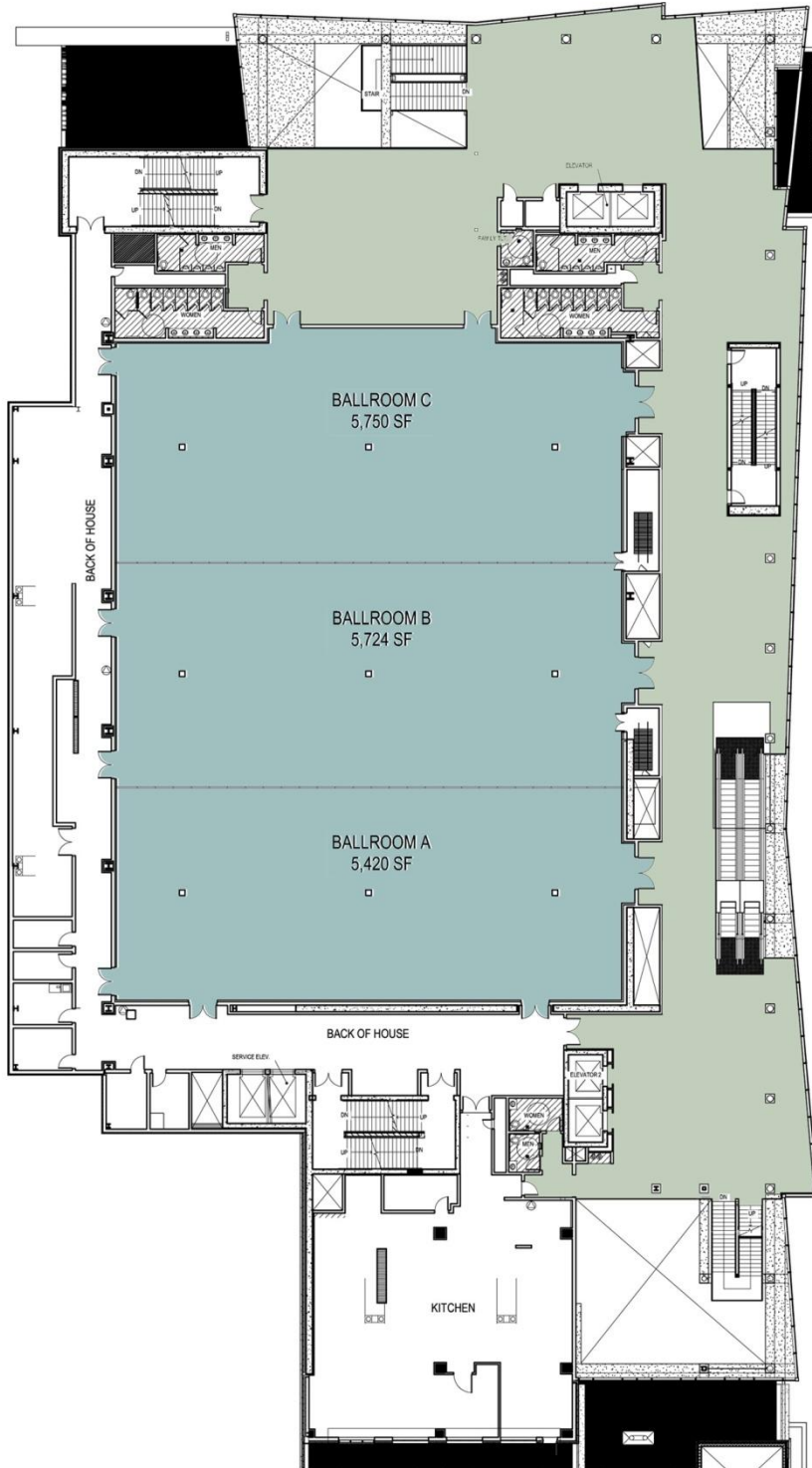


# Level One – Exhibit Hall





## Level Two – Ballroom



# Level Three – Meeting Rooms



### III. GOALS AND OBJECTIVES OF PROFESSIONAL MANAGEMENT

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The following are the goals and objectives of Utah County in issuing this RFP and entering into a contract with a private firm for operational management services in relation to the UVCC.

- Manage, operate and maintain the facility to the highest industry standards and in the best interest of the County. Ensure that the facility is kept clean, safe, secure and in good working order.
- Protect the County's capital investments through high quality maintenance, supervision of repairs and recommendations to the County on capital fund maintenance.
- Effectively involve, as much as is practical, all sectors of the local community in the business and employment opportunities that will become available as a direct or indirect consequence of the operation of the UVCC.
- Maximize community-wide economic impact generation (via the accommodation of non-local conventions, tradeshow, conferences and meetings) and overall utilization of the facility, while focusing on minimizing the annual operating cost borne by the County. Creative and experienced approaches in striking this critical balance are of utmost importance to the County.
- Book a mix of community-oriented events providing economic and cultural benefits to the County, which by their nature involve all segments of the community and may not necessarily lead to direct profits to the UVCC.
- Deliver a broad array of cultural, educational, entertainment, sporting, meeting, conference, exhibition, and other activities and events to meet the demands of residents of the greater Utah Valley marketplace.
- Work closely with the Utah Valley Convention and Visitors Bureau and the local hospitality industry to aggressively promote and market the UVCC. Attract regional and national events that will increase the economic impact that the UVCC has on the region via hotel room nights, food and beverage sales, entertainment and transportation and other such direct spending.
- Maintain a system of communication that encourages linkage and collaborative effort between and among other segments of the hospitality industry within the community.
- Maintain an open, clear and responsive reporting system that enhances all facility operations and public perception of the UVCC.
- Meet or exceed the benchmarks established herein and the respective annual adjustments thereto.

## IV. SCOPE OF SERVICES

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### Facility Operations

Operation services requires the professional management operator to manage, in the most efficient and cost effective manner possible, virtually all aspects of UVCC operations such as grounds-keeping, custodial and maintenance services, security, booking, marketing, event services including event set-up/tear down, scheduling, sponsorship and promotional services and financial/administrative services including accounting, budgeting, purchasing, human resources/personnel and contracting.

The County may elect to contract UVCC food service operations separately, under an exclusive or preferred vendor model. It is understood that some respondents (and their respective teams) to this Management RFP would desire to also contract for exclusive UVCC food service operations, and such a consideration could have a material impact on the overall fee and terms proposed for the Management contract. If there is a respondent interest in the food service operations, the County is requesting that two separate "proposed fee and terms" be submitted by the respondent within its proposal (i.e., one in which food service is excluded and subsequently contracted separately to another third party, and one in which food service operations are included within the master Management Contract).

Specific services and expectations of the professional management operator will include, but not be limited to the following:

- **Day-to-Day Management and Operation** – ensure that the facilities are kept clean, safe and sanitary and maintained in good working order. Conduct repairs as necessary, certifying that work is compliant with, and when possible exceeds, County, State and Federal regulations. Provide, or cause to be provided, all incidental services required in connection with the UVCC or its events and provided services. Ensure grounds are properly manicured and passable. Maintain an adequate staff of courteous and efficient employees on duty at the UVCC and provide appropriate supervision of such employees.
- **Report Preparation** – collect all revenues generated through the operation of the UVCC and document and spend all monies necessary for the proper management, operation, maintenance and supervision of the facility. Prepare and submit monthly financial, operating, maintenance, management and other such reports as required by the County.
- **Annual Plan** – develop annual plans and operational budgets for the County incorporating defined performance measures. Comply with the spending limitations imposed by such plans and budgets. Upon conclusion of the fiscal year, conduct an audit by a certified public accounting firm to develop audited financial reports and to certify compliance with generally accepted accounting principles.
- **Contract Administration** – administer all utility and other contracts required in the ordinary course of business in operating the UVCC, and if necessary or requested by the County, participate in the solicitation of, and negotiations with, competing service providers.
- **Advise** – provide such advice and assistance in relation to the operation, management, maintenance and supervision of the UVCC as the County may require including, but not limited to, recommending potential changes to sources of revenue, partnerships, prices and policies and other such practices that could potentially add to the financial success of the facility.
- **Respond to County Requests** – respond in a timely manner to reasonable requests from the County and its agents or counsel.

## V. SUBMISSION REQUIREMENTS

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Proposals should be prepared simply and economically, providing a straightforward and concise description of the proposer's ability to fulfill the requirements of the proposal. The following outlines information to be included in the proposal submittal. This outline is not all-inclusive and respondents can add information as deemed appropriate.

Proposals should be submitted to Robert Baxter, Utah County Purchasing Manager, at the address listed in Section I of this RFP. A cover letter, which will be considered an integral part of the proposal, must be signed by an individual who is authorized to bind the proposer contractually and must certify that all statements in the proposal are true and correct. The letter must indicate the title or position that the individual holds in the firm.

The County shall evaluate all of the proposals on the same basis. In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that proposals conform in all respects to the specifications outlined herein. Failure to comply may eliminate proposals from consideration. Proposals must be organized in the following manner:

### **1.0 General Information**

- 1.1 Include the name of proposer's firm/entity, address, telephone number, web address, name of contact person, email address, and the title of the RFP.
- 1.2 Provide a table of contents that includes a clear identification of the written material by section and by page number.
- 1.3 Provide a transmittal letter that specifically states the proposer's understanding of the work to be accomplished and briefly outlines the proposer's strengths in providing the required services. This letter should be signed by an authorized corporate officer for each entity included as a team proposal.
- 1.4 Include a written assurance that no member, officer or employee of the proposer or its designees or agent or public official exercising any functions or responsibilities with respect to the proposed services have any personal financial interest, direct or indirect, in any contract, subcontract or proceeds thereof, for work to be performed in connection with the proposed project.
- 1.5 Provide a description of the proposing entity's current legal status (i.e., Corporation, Partnership, Sole Proprietor, Joint Venture, etc.).
- 1.6 Provide the proposing entity's current Federal and State Identification Numbers.

### **2.0 Firm Background and Qualifications**

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



- 2.2 Provide a copy of any organization profile, sales brochure or other documentary information pertaining to your organization.
- 2.3 Provide a copy of your firm's affirmative action plan, including a listing of employment by EEOC category (gender, race, ethnicity, etc.).
- 2.4 Provide resumes of key personnel and principals of the organization. Identify the extent to which each principal executive or staff member will be involved in the management of the UVCC and whether such involvement will be on a fully informed daily basis or in an advisory capacity.
- 2.5 Provide resumes of key executive personnel and staff who will be assigned to execute the terms of this proposal. Included must be the resume(s) of the proposed on-site General Manager or the candidates for the General Manager position. Resumes should describe each person's qualifications and experience with managing and marketing public assembly facilities. In addition, the response should include provisions ensuring that the selected on-site manager will not relocate to another facility or responsibility other than the UVCC until a minimum period of time has elapsed.
- 2.6 In order to protect the County from the sudden loss of managerial services, management shall ensure that there is at least one other manager on the UVCC staff, thoroughly familiar with the management and operation of these facilities and associated issues and processes, who could capably serve in an interim capacity as the manager of the UVCC.
- 2.7 Provide audited and certified financial statements for your organization's last three years of operation. If the proposer is a Joint Venture, a copy of the Joint Venture agreement must be submitted for each party.
- 2.8 Provide a complete and detailed history of your organization's facility management experience for the last five years. Information provided should include a description of services provided, examples of successful operational strategies and the term of the management contract, with particular attention on:
  - a. Experience in rendering assistance to municipalities in the preparation and publication of information for community organizations and news media with regard to convention center and other public assembly facilities. Include the name(s) of the community and contact name(s), address(es), telephone and facsimile number(s) and type of facility.
  - b. Experience in providing consulting services regarding the development and design of convention centers and other public assembly facilities. Include the name(s) of the community and contact name(s), address(es), telephone and facsimile number(s) and type of facility.
  - c. Specific, quantifiable measures of success at other facilities managed by your organization, with particular emphasis on convention/conference facilities that: (a) are located in communities of a comparable size to Provo/Utah County; and (c) are located in the Rocky Mountain/West region.
  - d. Specific expertise gained from past management experiences relevant to potential future UVCC operations.
- 2.9 Provide a minimum of three professional references from the conference, convention, tradeshow and/or public/consumer show industries, including contact name(s),

address(es), telephone and facsimile number(s) and industry type.

- 2.10 Provide a comprehensive list of contracts that have not been renewed with the proposer within the last five years. Include name, physical address and type of facility, in addition to the name, title, address, telephone and facsimile number of the client contact or contract administrator.
- 2.11 Provide an explanation of your entity's experience in working with public entities and other entities that market facilities for a public entity, including cooperative efforts, philosophy and results.

### **3.0 Management Plan**

- 3.1 Provide an explanation of the overall philosophy on how the UVCC will be managed.
- 3.2 Provide information on employee/employer relationships and the proposed management structure for the facility; suggested management organizational chart; how the management team will report to your organization's corporate offices and to the County; how you expect to interact with the UVCVB; and the departmental functions, including executive/administration, marketing/public relations, operations/event services and finance/MIS.
- 3.3 Describe the resident management personnel that are anticipated to be assigned to the facility.
- 3.4 Provide a suggested staff organizational chart that would reflect the proposed operating structure for the UVCC listing positions, functions and responsibilities.
- 3.5 Provide actual examples of management/financial reports used by your organization to advise governmental entities of performance.

### **4.0 Marketing Plan**

- 4.1 Describe the proposed marketing and promotional concepts that will further the goals and objectives of the UVCC while also maximizing the benefits to the Utah County area. This should include your approach for co-promoting events and/or creating new events at the UVCC.
- 4.2 Describe the proposed approach to booking/scheduling, promoting, advertising and marketing events at the UVCC. Include procedures and policies for scheduling events with outside event planners/promoters, event coordinators and others. Also, describe the approach for booking/scheduling local events. This should include working with the UVCVB, the Provo Marriott and other local stakeholders. Include specific examples of the proposer's ability to attract and successfully service and implement the proposed events. In addition, the proposer shall include any available evidence and examples of networking among the proposer's clients or other means used to enhance programming and describe the extent to which such means would be available at the UVCC.
- 4.3 List event scheduling goals for the first three years of operation, including type and number of events.

- 4.4 Describe past experience working with other entities, such as the UVCVB, local hotel properties or other entities in marketing and booking events. Describe how event scheduling and promoting will be coordinated with UVCVB, Marriott and other local hotels, or other entities. List any potential issues/concerns regarding the facility's relationship with UVCVB and other entities, if any, and provide information on how these issues/concerns could be addressed.
- 4.5 Describe the organization of the proposed marketing staff for the UVCC. Provide an organizational chart listing positions, functions and responsibilities.
- 4.6 Discuss the possibility of operating under a non-competition agreement, whereby the proposer agrees that during the Term of the Agreement it will not operate any convention or exhibition center within the State of Utah other than the Facility, without the prior written approval of the County. If the proposer does not intend to operate under a non-competitive agreement, discuss any competing facilities managed by the proposer, with a particular focus on managed facilities within the state of Utah. Present a plan for preventing any conflict of interest in managing competing facilities.

## **5.0 Operations Plan**

- 5.1 Provide a description of the policies and proposed methods of providing the following facility management services. Include a discussion of providing these services in-house or by contracting with an outside party, as well as a discussion of your approach for dealing with existing agreements.
  - a. Event Set-up and Tear-Down – the labor, equipment and materials required to timely and adequately set-up and breakdown all events utilizing the UVCC.
  - b. Event Services – all services such as cleaning, business services, electrical, carpentry and plumbing required for a successful event.
  - c. Site Maintenance and Engineering – all maintenance and engineering services required to guarantee a safe and well-maintained facility and efficient operation of the UVCC. Describe the upkeep and preventative maintenance plan for the facility.
  - d. Security – all security services needed to keep the UVCC and surrounding grounds safe for visitors and in compliance with all laws.
  - e. Custodial Services – the labor and maintenance required to clean and service all areas of the UVCC.
  - f. Food Services – If applicable, the provision, labor, purchasing and maintenance required to manage first-class catering and concessions at the UVCC.
- 5.2 Identify those services intended to be contracted out and identify how local, certified minority, and women-owned businesses have been used in other facilities under the management of the proposing firm, to provide services, supplies and materials for the facilities, and what general plans the proposer would have in terms of doing the same in Utah County. This summary should include any requirements that may have been placed on firms with whom the proposer has contracted for services regarding their use of local, minority, and women-owned businesses and subcontractors.

**6.0 Financial Plan**

- 6.1 Provide a strategy for minimizing the annual operating expenses and maximizing the annual operating revenues of the UVCC. A primary mission of the UVCC is to generate new visitation and associated economic impact for Provo, Utah County and the surrounding region. However, it is understood that a strong focus on the maximization of economic impact can have negative effects on convention facility financial performance, and vice versa. Discuss the critical balance that needs to be struck for convention facilities between financial operating performance and economic impact generation, and examples of approaches/strategies that you have employed to attempt to bring these two issues closer to a "win-win" situation for the facility and host community.
  
- 6.2 Develop a UVCC budget for the first full year of operations, as well as a three-year operating pro forma. Include a detailed description of all expenses and revenues, by line item, and provide an explanation of how each line item was developed and the assumptions used. The management fee paid to your entity should be included as one or more separate line item expense(s). Include a clear delineation of fixed and incentive-based fees as separate line items.
  
- 6.3 Provide examples of management reports that will be submitted to the County on a monthly basis detailing profits/losses, surcharge details and any other significant financial activity from the previous month.
  
- 6.4 Understanding that the County will be financially responsible for, and have the final approval of capital improvements, provide a description of your entity's role in identifying and prioritizing capital improvements, including approval, billing, purchasing and letting of contracts.

**7.0 Compensation Proposal**

- 7.1 It is the County's desire to obtain creative compensation proposals related to the management of the UVCC. It is assumed that compensation for the selected Management Firm will consist of a "base and incentive fee" structure. At a minimum, each proposal shall address the following:
  - a. Base Fee – the amount of the annual fee for management services, if any.
  - b. Incentive Fee(s) – identify the standards that will be used to determine the amount of the incentive fee. Be advised that the County is interested in incentives that balance the need for: (a) minimizing operating deficits; (b) maximizing the attraction of non-local, economic impact generating events; and (c) maintaining high standards of physical product and service quality.
  - c. Capital Investment(s) – identify areas in which the proposer will invest in additional fixtures, equipment or other aspects of the UVCC.
  
- 7.2 Describe the nature and amount of the financial resources that would be committed by the proposer to enhance the likelihood of the successful operation and management of the UVCC. All compensation proposals must comply with IRS regulations to protect the tax-exempt status of the County's bonds.

## VI. EVALUATION PROCEDURE AND SCHEDULE

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Each proposer is required to submit copies of their proposals as follows: one (1) unbound hard copy and six (6) bound hard copies of the proposal that includes all information in the format outlined in this Request for Proposals (RFP). Proposals must be received before 3:00 p.m., October 26, 2016. The County may elect to receive proposals received before 3:00 p.m. October 27, 2016 at County's sole discretion upon showing of good cause. The County will not accept any proposal received after 3:00 p.m., October 27, 2016. Proposals must be addressed to:

Robert Baxter, Utah County Purchasing Manager  
Utah County Clerk/Auditor Office  
100 E. Center St, Suite 3600  
Provo, UT 84606

Questions pertaining to this RFP will only be accepted through BIDSYNC prior to October 18, 2016. Answers to all received questions are expected to be available to all proposers through BIDSYNC by October 21.

The County Purchasing Manager will review all submissions and remove any that are non-conforming or non-responsive to the RFP. The Selection Committee may, at their sole discretion, limit the number of proposers who may be offered the opportunity to present their proposals to the County and associated project staff. Based on these interviews, information presented in the proposals, and any supplemental information requested, a finalist whose proposal best suits the needs of the County will be selected for Board of County Commissioners approval. The County will then enter into negotiations regarding a Management / Operating Agreement and other related agreements.

### Anticipated Schedule

1.0	October 18, 2016	Questions due concerning RFP (BIDSYNC only)
2.0	October 26, 2016	RFP responses due to the County from interested professional management operators
3.0	November 7-11, 2016	Conduct interviews / presentations
4.0	November 30, 2016	Final selection of professional management operator by the County. Commence negotiations.

The County reserves the rights to:

- Revise or extend this schedule at its sole option.
- Conduct pre-award discussion and/or pre-award contract negotiations with any or all responsive and responsible proposers who submit proposals determined to be reasonably acceptable of being selected for award; conduct personal interviews or require presentations of any or all proposers prior to selection which could be open to the public; and make investigations of the qualifications of proposers as it deems appropriate, including, but not limited to, a background investigation conducted by law enforcement.
- Request that proposer(s) modify its proposal to more fully meet the needs of the County or to



furnish additional information as the County may reasonably require.

- In its sole discretion, expand or reduce the criteria upon which it bases its final decisions regarding selection of an operator for the UVCC. The County reserves the right to reject any or all proposals or parts of proposals, to negotiate modifications of proposals submitted, and to negotiate specific proposal elements with a proposer into a project of lesser or greater magnitude than described in this RFP or the proposer's reply.
- Negotiate any modifications to a proposal that it deems acceptable, waive minor irregularities in the procedures, and reject any and all proposals.
- Process the selection of the successful Proposer without further discussion.
- Waive any irregularity in any proposal, or reject any and all proposals, should it be deemed in its best interest to do so. The County shall be the sole judge of proposers' qualifications and reserves the right to verify all information submitted by the proposers. The proposal selected will be that proposal which is judged to be the most beneficial to the County.

### **Selection Criteria for Value Based Selection**

All proposals will be evaluated by authorized representatives of Utah County (the Selection Committee). The following criteria will be used by the Selection Committee in creating a score for each of the proposals. Each member of the Selection Committee will ordinarily rank all proposals from highest to lowest evaluation score, and the Selection Committee will compile the rankings of all member of the Selection Committee. If any proposal receives a majority of first place votes, that proposal will represent the best value for the County and will be recommended for award of the contract. If not, the proposal that received the lowest average ranking will be removed from selection and the rankings will be recast. That process will be repeated until one proposal receives a majority of votes as the #1 ranking proposal. The final #1 ranking proposal will represent the best value for the County and will be recommended for award of the contract. The criteria are not listed in any priority order. The Selection Committee will consider all criteria in performing a comprehensive evaluation of each proposal. Weights have been assigned to each of the criteria in the form of points. **TOTAL POINTS POSSIBLE = 100.**

A. Background and Qualifications. **35 Points.** The selection committee shall evaluate the expertise and experience of the firm and the qualifications of the staff and proposed on-site general manger.

B. Facilities Management Approach. **35 Points.** This includes the management plan, the marketing plan, the operations plan, and the financial plan.

C. Compensation Proposal. **30 Points.** The proposer's compensation proposal will be scored by the selection committee taking into account the base fees and incentive fees within the proposal. The more competitive overall cost will achieve a higher score. A summary of each compensation proposal will be made available to the selection committee just prior to the interviews. Lowest Compensation Proposal divided by Compensation Proposal, multiplied by criteria points available. [(LCP/CP) Points = Score]. The lowest compensation proposal shall receive full points for this criterion.

**TOTAL POINTS POSSIBLE: 100 POINTS**

## VII. CONDITIONS, DISCLAIMERS AND DISCLOSURES

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### Conditions and Limitations

Utah County is not required to seek proposals for this service; it has chosen to do so in its best interest. This RFP does not represent a commitment or offer by Utah County to enter into an agreement with a respondent or to pay any costs incurred in the preparation of a response to this RFP. Utah County has sole discretion and reserves the right to reject any and all responses received with respect to this RFP and to cancel the RFP at any time prior to entering into a formal agreement. The County also reserves the right to seek new proposals when such a request is in the best interest of the County and to reasonably request additional information or clarification of information provided in the response without changing the terms of the RFP. Further, the County is not responsible for any expenses that proposers may incur in preparing and submitting proposals requested by this RFP, including but not limited to costs associated with travel, accommodations, interviews or presentations of proposals.

The timely responses and any information made a part of the responses will not be returned to the sender. The RFP and the selected professional management operator's response to the RFP may, by reference, become a part of the final Management Agreement between the professional management operator and Utah County resulting from this solicitation.

If it becomes necessary to revise or amend any part of this RFP, the County will furnish a revision by written addendum to all prospective proposers who received an original RFP. It will be the responsibility of the proposer to contact the County prior to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda and to return the executed addenda within the proposal.

The proposing professional management operator will indemnify, protect, defend and hold harmless the County, its successors, assigns, members, directors, officers and attorneys from and against all losses, liabilities, actions and causes of action, cost and expenses whatsoever, including, but not limited to, attorney's fees sustained by the County and resulting from any acts or omissions in connection with the Agreement, caused by Proposer, its employees, agents or subcontractors, or caused by others for whom Proposer is liable, regardless of whether or not caused in part by any act or omission of County, its agencies, officials, officers or employees.

The respondent shall not offer any gratuities, favors, or anything of monetary value to any official or employee of Utah County, the County's appointed selection committee, Utah Valley Convention and Visitors Bureau, Utah Valley Chamber of Commerce, State of Utah, or any other organization that may have a clear interest in the outcome of the selection process, for the purposes of influencing the outcome of the RFP response selection process. Respondents are prohibited from contacting any member of the appointed selection committee concerning this project or responses to this RFP.

Should any question arise as to the proper interpretation of the terms and conditions contained in this RFP, the decisions of the duly designated representative of the County shall be final. All questions shall be forwarded through BIDSUNC (per Section I).

The respondent shall not collude in any manner or engage in any practices with any other respondent(s), which may restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will cause the respondent(s) submittal(s) to be rejected by the County. The prohibition is not intended to preclude joint ventures or subcontracts.

No proposal will be accepted from any persons, firm or corporation that is in arrears or in default to any

business or government entity for delinquent taxes or assessments or any debt or contract whether as defaulter or bondsman.

The Final agreement with the successful proposer will be drawn by the County's legal counsel and may contain such other provisions as are deemed necessary to protect the County's interests. At any time prior to the hour and date set for the opening of proposals, the proposer may withdraw its proposal. This will not preclude the submission of another proposal by the proposer prior to the hour and date set forth for the opening of bids. Proposals shall remain open for acceptance and be irrevocable for a period of ninety (90) calendar days from the closing date of the proposal receipt deadline date.

### **Confidentiality of Documents**

Except with the County's approval, Proposer shall not directly or indirectly disclose, divulge or communicate to any person, firm or corporation, other than the County or its designated representatives, or as required by law, any non-public information which it may have obtained during the proposal process concerning any matter relating to the work or regular business of the County.

In general, documents that are submitted as part of the response to this RFP will become public records, and will be subject to public disclosure. Utah State Law may provide a method for protecting some documents from public disclosure. If the professional management operator follows the procedures prescribed by those statutes and designates a document "confidential" or "trade secret", the County will withhold the document from public disclosures to the extent that it is entitled or required to do so by applicable law.

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

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

### **Contract Requirements**

At any time during the selection process or afterward until a contract is negotiated and signed, the County reserves the right to terminate the process. A contract will be negotiated with the most

responsible and responsive proposer whose proposal meets the needs of the County to the best degree. Final contract will be subject to negotiations with the County.

The term of the contract is expected to be five (5) years, terminable by the County after third full year. Extensions or renewal(s) of the contract shall be determined by negotiations and mutual agreement by executed contracts. Between the third and fourth year of the contract, the County may, at its discretion, offer to extend the contract for a second five (5) year period if the proposer meets or exceeds County's performance expectations.

The County reserves the right to add to or delete any item from this proposal or resulting agreements when deemed to be in the best interest of the County.

No proposer shall assign its proposal or any rights or obligations there under without the written consent of the County.

Prices quoted in the proposal shall include any and all shipping costs specified by the requestor or the purchase order. All taxes of any kind and character payable on account of the work done and materials furnished under the award/contract shall be paid by the proposer and shall be deemed to be included in the proposal. Proposal prices include all royalties and costs arising from patents, trademarks and copyrights in any involved in the work. Whenever the proposer is required or desires to use any design, device, material or process covered by letters of patent or copyright, the proposer shall indemnify and hold harmless the County, its officers, agents or employees from any and all claims for infringement by reason of the use of any such patented design, tool, material, equipment or process, to be performed under the award/contract, and shall indemnify the County, its officers, agents and employees for any costs, including litigation costs and attorneys fees through the appellate process, expenses and damages which may be incurred by reason of any infringement at any time during the prosecution or after the completion of work.

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

Immediately after the notice of award, the winning proposer and its senior management shall begin planning in conjunction with County staff to ensure fulfillment of all obligations. Proposer will be expected to provide professional coordination services upon execution of a contract, the expenses of which will be borne by proposer. Proposer will be expected to attend meetings as required by the County or its designee to assist in pre-opening activities of the UVCC.

Subject to availability, the County and affiliated non-profit entities shall have the right to use the Facility or any part thereof rent-free for meetings, seminars, training classes or other non-commercial uses, provided that the County shall promptly reimburse Manager for any out-of-pocket expenses for costs such as ushers, guards, set-up and take-down personnel, security, and food. Such non-commercial use shall not compete with or conflict with the dates previously booked by Manager for paying events, not consist of normally touring attractions, and be booked in advance upon reasonable notice.

### **Equal Opportunity (Non-Discrimination and Affirmative Action)**

The County is an equal opportunity employer, and as a local governmental unit requires that its contractors will comply with all Federal, State and local laws, rules, regulations and requirements

respecting Equal Employment Opportunity, Human Rights, Non-discrimination, Americans with Disabilities and Affirmative Action.

The Agreement will require that the successful proposer shall register and participate in the Status Verification System and comply with Utah Code Annotated Section 63G-11-103 of the Identity Documents and Verification Act. The successful proposer shall by contract require its contractors, subcontractors, contract employees, staffing agencies, or any contractors regardless of their tier to register and participate in the Status Verification System and comply with Utah Code Annotated Section 63G-11-103 of the Identity Documents and Verification Act.

## **Insurance**

If selected, the respondent will be required to maintain insurance coverages, including but not limited to the following, in relation to the performance of its duties and responsibilities in operating the UVCC:

- Liability Insurance – a minimum of \$5.0 million in Combined Single Limit general liability insurance, covering personal injury, property damage liability and contractual liability.
- Workers Compensation Insurance – that meets the statutory obligations with Coverage B – Employers Liability limits of at least \$100,000 each accident, \$500,000 disease-policy limit and \$100,000 disease each employee.
- Property Insurance – replacement value (building and personal property) plus business interruption.

## **Litigation and Dispute Disclosure**

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

- Personal injury suits for amounts of less than \$100,000 filed by visitors, guests, invitees, licensees or trespassers at or upon the real properties owned, leased, operated or managed by the respondent or its affiliates;
- Workmen’s compensation claims filed by employees of the respondent or its affiliates or by independent contractors retained or hired by the respondent or affiliates;
- Mechanics, supplier or materialmen liens of less than \$5,000; and
- Real property tax appeals.

Among the types of lawsuits that are expected to be disclosed are sexual harassment claims; age discrimination claims; other claims involving protected classes such as race, national origin, gender or sexual preference; breach of contract claims, especially those involving the lease or use of facilities by performers or vendors; and claims involving violations of collective bargaining agreements.