



MONTGOMERY COUNTY CONVENTION FACILITIES
AUTHORITY (MCCFA)

REQUEST FOR PROPOSAL

RFP #0001.21

CONVENTION CENTER MANAGEMENT SERVICES

JANUARY 25, 2021

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PROPOSAL INSTRUCTIONS

PURPOSE

The Montgomery County Convention Facilities Authority (the “Authority”) is soliciting proposals from qualified firms for the operation and management of the Dayton Convention Center, including food and beverage services. The proposals are being sought by the Authority and by and through their Venue Management Selection Task Force Special Committee (“the Committee”).

This RFP provides prospective proposers with sufficient information to enable them to prepare and submit proposals for consideration by the Committee to satisfy the needs as outlined in the scope of work. The Committee encourages the submission of proposals containing alternative combinations of management fees, incentive fees, length of term, and capital contribution terms.

SCHEDULE OF ACTIVITIES

Release and advertisement of RFP: January 25, 2021

Deadline for submission of clarifying questions: February 8, 2021 3:00 PM EST

(Responses to clarifying questions will be sent to the designee for the Management Firm by February 10, 2021 4pm EST – a compiled Q&A document will be shared with each designee)

Mandatory Pre-Proposal Conference/Site Inspection: February 16, 2021 – 2PM EST

*(**Note – if government mandates change, this may switch to virtual and firms will be notified. COVID safety requirements will also be sent to firms prior to any in person meetings. A maximum limit of 2 persons per firm is requested)*

Proposal submission deadline: February 22, 2021 3:00 PM EST - PROPOSALS RECEIVED AFTER THIS DEADLINE WILL NOT BE CONSIDERED

Interview Proposers (if required) – March 3, 2021

Committee Recommendation to MCCFA Board/Approval – March 4, 2021

Tentative Award Notification date to Successful Proposer – March 11, 2021

Tentative Notification to Unsuccessful Proposers – March 11, 2021

Contract Negotiations Begin – March 11, 2021

Tentative Contract Start date – April 5, 2021

Award of contracts are determined by the Montgomery County Convention Facilities Authority Board as outlined in the criteria of this RFP. The Authority encourages the proposers to consider participation of MBE and WBE businesses.

PROPOSAL SUBMISSION

All proposals must be received prior to 3:00 p.m., EST, on Monday, February 22, 2021 to;

Montgomery County Convention Facilities Authority

Attention: Pam Plageman, Executive Director

Dayton Convention Center

22 East Fifth Street

Dayton, Ohio 45402

Each proposal shall consist of one (6) original hard copy and one (1) electronic copy (.pdf format) on disc or USB thumb drive to allow for easy printing and sharing for Committee review. It is the responsibility of the proposer to ensure that the proposal is received in the Executive Director's office, prior to the deadline. Please allow ample mail delivery time to ensure timely receipt. Proposals received after the proposal receipt deadline will not be considered. Proposals must be clearly identified as follows: "RFP #0001.21" on the outside of the proposal packet. Proposals will not be accepted by facsimile or electronic transmittal. It is requested that the proposals be in bound format to facilitate filing. Please do not submit proposals in loose leaf binders.

AMENDMENTS TO REQUEST FOR PROPOSAL (RFP)

In the event it is necessary to revise any portion of this RFP, addenda will be provided to all proposers who responded to the original RFP.

Inquiries and "Clarifying Questions" about this RFP should be submitted in writing to:

Pam Plageman, Executive Director, MCCFA, Ohio

Pplageman@montgomerycountycfa.org

No Contact Policy - Any contact by the Management Company with any Authority representative, related officials or members, other than those outlined in the RFP, is prohibited. Such unauthorized contact may disqualify you from this procurement.

TERMS AND CONDITIONS QUALIFICATIONS

All proposers must furnish satisfactory evidence to the Committee that they have previously executed the work contemplated by this RFP.

COMPLIANCE WITH LAWS

Each proposer shall comply with and shall be responsible during the term of the contract, to ensure the Dayton Convention Center, subcontractors and all operations are in compliance with, all applicable laws, rules, regulations, ordinances, polices and directives of the Authority, and all state and federal governments and agencies having jurisdiction over the Authority, the Dayton Convention Center, and the proposer.

WAIVER

The Authority reserves the right to reject any or all proposals. The Authority reserves the right to waive any variances from the original RFP in cases where the variances are considered to be in the best interest of the Authority.

METHOD OF AWARD / SELECTION

The proposals will be evaluated by the Committee and/or representatives of the Board of Directors of the Authority. The successful proposer may be selected from the proposals submitted or the proposers may be asked to deliver an oral presentation. All proposers will be notified of the outcome of the selection process within 45 days after receipt.

INDEMNIFICATION

The Proposer shall indemnify, save, and hold harmless the Authority, the City of Dayton, the Committee, and their respective employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by the Proposer or its employees, agents, subcontractors, or assignees pursuant to the terms of the contract resulting from this RFP.

ADDITIONAL INFORMATION

All services must meet or exceed stated specifications. Services not meeting these standards will be rejected. Proposer shall clearly identify any deviations from the specifications in this RFP. Proposals are subject to the terms and conditions of this RFP. Failure to do so will be considered basis for rejection.

RESPONSE MATERIAL OWNERSHIP

All proposals become the property of the Authority upon receipt. Selection or rejection of a proposal shall not affect this right. The Authority shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to this RFP. Selection or rejection of a proposal shall not affect this right.

PROPRIETARY INFORMATION

All material submitted in response to this RFP will become public record and will be subject to inspection after an Intent to Award notice is issued. Any material requested to be treated as proprietary or confidential must be clearly identified and easily separable from the rest of the proposal. Such request must include justification for the request and approval by the Executive Director's sole discretion. Neither cost or pricing information nor a total proposal will be considered proprietary.

REJECTION OF PROPOSALS

The Authority reserves the right to reject any or all proposals received in response to this RFP, or to cancel this RFP. Failure to furnish all information or to follow the proposal format requested in this RFP may disqualify the proposal.

INCURRING COSTS

The Authority shall not be obligated or be liable for any cost incurred by proposers in responding to this RFP. All costs to prepare and submit a proposal shall be borne by the proposer.

SUBMISSION OF BIDS AND SUPPLEMENTAL MATERIALS

Proposals shall be submitted to the Executive Director Office. If supplemental materials are required or requested, then they must be submitted to the Executive Director as part of the proposal response. Supplemental materials will not be accepted after the proposals have been opened, unless requested by the Executive Director. Submission or distribution by the Proposer of unsolicited supplemental materials to Authority or Committee employees or Officials may result in rejection of the proposal.

DISCRIMINATION POLICY

The Authority and the Proposer shall not discriminate based on handicapped status, race or color, national origin, religion, age, sex in employment or the provision of municipal services. Furthermore, the Authority promotes vigorously the objectives of equal opportunity in employment and all programs and services.

NON-APPROPRIATION

Notwithstanding other terms to the contrary, the obligation of the Authority under the Convention Center Management Agreement shall be subject to annual appropriation by the Authority and shall terminate immediately as of the first day of any fiscal year in which the Authority does not, for any reason, appropriate funds in an amount sufficient to meet its obligation under the Management Agreement.

CONVENTION CENTER MANAGEMENT SERVICES

I. INTRODUCTION

The Montgomery County Convention Facilities Authority, Ohio (hereinafter, “the Authority”), is seeking a qualified convention center Management Company to provide management services for the Dayton Convention Center (hereinafter, the “Center”), including food and beverage services. The purpose of this Request for Proposals (hereinafter, sometimes “RFP”) is to identify qualified public assembly Management Companies capable of providing the highest quality of service and to select a company which is best qualified to manage the Center. The Authority will be the party to the Management Agreement (hereinafter, the “Agreement”). The qualified Management Companies will be asked to prepare and present to the Venue Management Company Selection Task Force Committee (hereinafter, the “Committee”) a Management Plan, which includes a description of the company’s approach to the Scope of Services as described in the RFP. The Authority and the City of Dayton (“City”) are in the process of consummating a transaction pursuant to which the Authority will have ownership of the Center, subject to the terms of a ground lease from the City (the “Transaction”). The award and execution of the Management Agreement is contingent upon the consummation of the Transaction.

II. PROJECT DESCRIPTION & HISTORY

In 1973, the Dayton Convention Center opened and was operated by the City of Dayton. A pending transfer of ownership to the newly formed Montgomery County Convention Facilities Authority is in process. The facility currently offers a total of 150,000 square feet of space including 68,400 square feet of exhibit space with a VIP show managers suite; 20,000 square feet of ballroom space; 12,400 square feet of meeting space; a 672-seat theatre and 2 board rooms. There are currently 2 active tenants with office space at the facility. The facility is located downtown and connected to the Crowne Plaza Hotel, which offers 289 sleeping rooms as well as a 6,300 square foot ballroom and 5,800 square feet of meeting space. There is an attached parking garage with 1500 spaces. The Levitt Pavilion, an outdoor concert venue built in 2018, is next door to the Crowne. The Marriott at the University of Dayton is 1.6 miles from the Center and has 399 sleeping rooms. There are currently 70 hotel properties with a total sleeping room inventory of 6691 in Montgomery County. The Dayton International Airport is 12 miles from the Center. Downtown Dayton’s Oregon District is a mixed-use urban center offering residential, entertainment, dining, and shopping options. The historical “Dayton Arcade”, 4 blocks from the Center, redevelopment is underway with plans for a 500,000 square foot complex of marketplace retail, restaurants, and residential micro-lofts, as well as a commercial kitchen, and higher education and retail offices.

The mission of the Authority is to revitalize the Center, and support the CVB with the promotion of convention, visitor, and sporting events in Montgomery County. The goal

of the Center is to attract conventions to bring out-of-town tourists to the County to generate an economic impact throughout Montgomery County.

The City owns the real estate on which the Center is situated and will hold a ground lease with the Authority. The Authority shall govern the Center through MCCFA Board of Directors, made up of 11 members. The MCCFA Executive Director will be the contract administrator for the management firm operating the Center. The Budget and Finance Committee within the Board recommend the annual operating and capital budgets for the Center. The Committee ensures that funds are properly allocated and that the Center is being operated and maintained at the highest levels of effectiveness and efficiency.

In 2017, a Task Force was formed to initiate a needs assessment and market analysis. The Center has been in need of major repairs and updating to stay competitive. The Center has been operating at a financial loss over the past 7 years until 2019, when it turned a small profit.

The operations of the Center are currently financed through Center revenues and a 3% City hotel/motel tax. On December 3, 2020, a new hotel/motel tax levy was approved and will initiate an additional 3% tax on visitor hotel stays under 30 days, that will be utilized for the future refurbishment and operating expenses for the Dayton Convention Center beginning March 1, 2021. The City of Dayton has pledged their 3% collection to the MCCFA for Center use through year 2060. In 2019, for example, this would have represented \$4.2 million in tax revenue, not including the Center operating revenue. There is currently remaining debt service on the Center of \$615,000 with 5 annual payments remaining. The City of Dayton will make these payments, and the Authority will be invoiced each year, and the re-payments will be made by the Authority to the City, from the City hotel/motel tax collected.

All decisions regarding the Center are made via the MCCFA Board of Directors. The Authority will contract with a Management Company to manage the daily operations of the Center. Currently, the Center is operated by the City of Dayton and is currently closed for operation with a tentative re-opening date of May 1, 2021. The reopening date will be based on CDC and Ohio State guidelines/restrictions on allowable capacities due to the COVID-19 pandemic.

Attendance History; prior to the pandemic, records indicate the Center attracted and served the following, although a breakdown by segment is not available.

2019 - 160,209 attendees

2018 - 187,224 attendees

2017 – 182,728 attendees

The Center and CVB aggressively pursue the following markets: Leisure, Group Tour, Association, Corporate, Government SMERF (Society, Military, Educational, Religious and Fraternal), Sporting events.

A copy of the Floor Plan is on page 26 – Exhibit C

III. CURRENT OPERATIONS

Goals and Objectives

The fundamental objective of the Center is to generate a positive economic impact in Montgomery County through attracting visitors from outside the region to stay and become familiar with the many amenities offered by Montgomery County, and have those visitors support the County's businesses while doing so. It is also the Authority's intention to operate the Center in a manner in which the revenues generated by the Center equal or exceed the Center's operational expenses. The Management Company will be expected to make every effort possible to maximize the Center's economic impact on the community while seeking to generate sufficient revenues and minimize expenses. The Management Company will provide periodic economic impact reports and monthly projections on the annual operation expenses and revenues to allow the Authority to monitor the Management Company. The Authority's Fiscal Officer and Executive Director will have total access to all financial records for the Center.

IV. SCOPE OF SERVICES

The Management Company must be prepared to manage all aspects of the Center operations in a professional manner and according to the standards of major U.S. convention centers. The Authority expects the following general standards to be achieved in managing the Center.

Management- Provide professional management for all aspects of the Center operations. Resources should be expended efficiently and effectively. Ensure that the Center and its assets are well maintained, in good order, clean, safe and secure.

Marketing- Aggressively market and promote the Center, Montgomery County and the City of Dayton, in cooperation with the CVB, in a manner that will maximize the Center's economic impact to the community, use of the facility, and use of area hotels. In conjunction with the CVB, assist in the development and implementation of marketing plans and strategies designed to aggressively promote the facility and the destination as whole. Selected operator is expected to establish a strong promotional presence to further the success of the facility and the destination through a dynamic web presence and engaging content across multiple social media channels. These efforts are to be

developed in conjunction with the CVB to ensure synergy with the CVB's marketing and branding standards. Assist in the review and implementation of the booking policies. Bidders are welcome to provide a naming rights and sponsorships marketing strategy and if so, would be expected to site examples of successful programs currently in place at firm's current venue contract locations. The Authority reserves the right to hire an outside contractor to secure naming rights and sponsorships however will consider all proposals with the most aggressive strategy and financial benefit to the operation. Naming rights and sponsorship opportunities are of interest and the Committee would welcome a proposed plan around these additional revenue sources. Describe current naming rights and sponsorship efforts at like venues that have been successful in the past 5 years. Finally, hybrid and virtual meetings will be important to offer guidance to our planners. Describe your approach on hybrid and virtual meeting offerings.

Food and Beverage Service – Deliver the highest quality food and beverage service experience competitive with private sector convention facilities. The MCCFA is only interested in working with Management Companies that are able to operate food and beverage and venue management under one agreement. Branding would need to be flexible for catering and concessions services. A mutually agreed upon branding concept is desired. There are no current food and beverage sponsorships or contracts in place, however the MCCFA is currently pursuing these.

Customer Services- Provide a high level of quality service to clients, exhibitors, and patrons of the Center. Establish operational policies and vendor contracts to provide for all aspects of client and exhibitor event related requirements.

Contract Negotiation-Administration/Procurement - Negotiate and administer contracts for vendor provided services to present to the Authority for consideration. The services may include, but are not limited to, food services, event staffing, security, electrical and utility services, audio visual, telecommunication and data services, housekeeping, grounds keeping, parking, and box office. All subcontracts will be subject to review and approval by the Authority. All contracts are bid and awarded in accordance with the MCCFA's Procurement Policy. There are currently no existing sponsorships with the MCCFA, although we are in the process of sourcing sponsorships. Any existing service contracts with transfer language from the City of Dayton to the MCCFA will be disclosed. Establish a program to include local (Montgomery County based) minority business in all procurement and contract opportunities.

Minority/ Women-Owned Business Participation Diversity and Inclusion are highly important to the Authority. **MCCFA requires proof of certification from a local, state or national certifying body, such as the City of Dayton, State of Ohio or OMSDC (NMSDC) by Minority-owned business enterprise or MBE and Women-owned business enterprise or M/WBE in all proposals submitted.** The M/WBE participation plan should outline how the proposer will include Minority and Women owned businesses in the services provided as part of the contract.

Minority-owned business enterprise or MBE means a business (including, without being limited to, a sole proprietorship, partnership, corporation, joint venture or any other business or professional entity):

1. Which is at least 51 percent owned by one or more minority persons, or, in the case of publicly owned business, at least 51 percent of all classes of the stock of which is owned by one or more minority persons;
2. Whose management, policies, major decisions, and daily business operations are independently controlled by one or more of such minority persons;
3. Which performs a commercially useful function.

Women-owned business enterprise or WBE means a business (including, without being limited to, a sole proprietorship, partnership, corporation, joint venture or any other business or professional entity):

1. Which is at least 51 percent owned by one or more women, or, in the case of publicly owned business, at least 51 percent of all classes of the stock of which is owned by one or more women;
2. Whose management, policies, major decisions, and daily business operations are independently controlled by one or more of such women; and,
3. Which performs a commercially useful function.

Quality Control- Establish procedures to ensure that the Management Company and its subcontractors provide high quality services. Provide examples of how quality will be measured by specific tools and timeframes.

Fiscal Services- Maintain records and accounts, prepare operational reports and budgets. The selected Management Company will be required to perform the Scope of Services listed below.

Renovation/Refurbishment Services – Assist with the planning, development, implementation, and transition of the updated, renovated Center. At the option of the Authority, provide capital investment in the renovation project, amortized over the length of the agreement.

Operational Services

- Sales, marketing, public relations, advertising, and promotions
- Booking and scheduling of events in accordance with future Booking Policy
- Contract negotiation and administration
- Event coordination, production, staffing and servicing
- Facility operation, maintenance, housekeeping, and security services

- Audio visual, technical, telecommunications, and Wi-Fi services
- Food, beverage, and concession services
- Box office – event based
- Human resources, fiscal and payroll services

V. SUBMITTAL REQUIREMENTS

Prior to submittal of the RFP response, proposers should submit a letter of intent to the Authority acknowledging receipt of the RFP and inform the Authority of its intent to respond. The Management Company should also provide the name, address, telephone number and facsimile number of the individual who can address inquiries related to this RFP and the Management Company's proposal and receive clarifications or addenda from the Authority.

Questions concerning this RFP should be submitted in writing, and may be sent via email to Pam Plageman, Executive Director, at Pplageman@montgomerycountycfa.org. Responses to the questions will be provided in writing to all known proposers who have submitted a letter of intent.

Management Companies are required to submit information in the order and format requested in this RFP. Failure to do so may cause the proposal to be deemed non-responsive to the RFP. Information requested in the RFP, which you deem privileged and confidential, may be submitted in a separate envelope marked 'Privileged and Confidential Information.' The Authority will use its best efforts to protect such information from disclosure to the extent allowable by law in the Authority's sole discretion.

1. Tab 1 - Cover Letter

The Cover Letter should include the following items:

- The identity of the Management Company and any partners, consultants or contractors included as part of the response.
- The names of individuals involved in the preparation of the RFP response along with their relationship to the Management Company.
- A statement confirming that the Management Company has sole and complete responsibility for performing the services as defined in the RFP and any addenda issued to this RFP.

- A statement signed by a representative authorized to legally bind the Management Company, which shall include an identification of the Management Company as a corporation or other legal entity.

2. Tab 2 - Management Company Profile

- Data describing the Management Company's current organization, date of incorporation, ownership, corporate office, number of years in business, size of business, services offered, operating philosophy, financial performance, and personnel policies.
- A list of all similar convention centers under contract to the Management Company in the previous three years. Include name, address and type of facility, and the name, title, address, telephone and facsimile number of the client contact or contract administrator.
- Name, title and resume of executive management personnel, with years of service in the industry, that will be dedicated to the Convention Center along with the percentage of their time that each will dedicate to the Center.
- The most recent audited financial statement of the Management Company.

3. Tab 3 - Overall Management Plan

- Describe how the Center will be managed. Describe the Management Company's understanding of the Authority's project goals for the Center and how the Management Company will achieve them. # 0001.21 RFP Convention Center Management Services Page 10 and 11.
- High quality service and unique experience are essential to user satisfaction. Describe the experience your Management Company will provide users of the Center.
- Please describe (i) how the management function will be organized including the organization chart and information concerning the on-site management team; (ii) how the management team will report to the Authority, including format and frequency; (iii) the functions performed by the management team; and (iv) how the Management Company manages turnover of Center executive management.
- Provide a proposed management fee structure between the Management Company and the Authority.
- Suggest strategies and metrics that the Authority can use to measure economic impact, marketing goals and operational performance of the Center.
- Describe methods and activities that will be used to leverage and integrate the Convention Center with the overall destination (the Oregon District and the Dayton Arcade for example). Describe how the Management Plan will achieve the objective of maximizing the economic impact from those attending events and conferences at the Convention Center by encouraging and facilitating the attendees to shop, dine, visit and stay at other tourist areas within Montgomery County. Describe how the Management

Plan will encourage and provide incentives for the Convention Center attendees to extend their stays beyond their Convention Center event or conference timeline.

- Describe proposed activities, events, promotions, etc. that will make this Convention Center extraordinary. Describe how you will “wow” the attendees and planners.

4. Tab 4 - Transition and Operational Phase Services

- Provide an estimate of the amount of time the Management Company will require to assume operational management of the Center. This should include all onboarding, vendor contracts, etc. The Authority strongly encourages providing an outline of interim support for opening due to the accelerated timeline. Describe a phased approach to onboarding with current COVID-19 State and CDC guidelines limiting mass gatherings. The Authority would expect a phased approach and is open to approving this plan.
- Describe how the staff will be recruited, organized and trained. Provide the listing of number and titles of full-time employees to be used in the operation of the Center. Please be specific about the proposed start dates (in general) for key staff members including the General Manager, Director of Operations, Executive Chef/Food and Beverage Director, Accounting Manager, Director of Sales and Marketing, Senior Event Manager, and other management positions. The Authority will have final approval on who is hired as General Manager and Executive Chef/F&B Director.
- Describe the proposed approach to the transition to a management company and overall operational plan. The transitional plan should include who will be involved, the proposed start date of the transition, and the methodology used in transitioning the Center management as utilized at other convention centers. Propose an organizational chart for the facility showing divisions, departments, manager titles and worker classifications. The chart should show the direct reporting relationships of the facility to the Authority. The chart should include and identify anticipated subcontractors, to the extent possible. See Exhibit A for a 120-day event calendar – May, June, July and August.
- Provide specific detail concerning how the Management Company will assist the Authority with developing policies, procedures, rate schedules, service pricing and lease agreement terms and conditions. In an addendum to the proposal, provide a sample of rules and regulations that are provided to users of the facility. Provide a sample of the rate schedules used by all types of events. Provide a sample of a lease agreement, standard addenda and any documents necessary.
- Describe proposed approach to booking and scheduling events at the Center; promoting, advertising and overall marketing of these events. In an addendum to the proposal, provide samples of the booking and scheduling policies and procedures, as well as a sample contract with a facility user for an event.

- Describe proposed approach for a working relationship with the CVB as it relates to marketing, booking, and scheduling.
- Describe proposed approach to event coordination, production, staffing and servicing. Provide a sample event work order for one event. Provide a sample of order forms for exhibitor services provided by the Management Company or its subcontractors.
- Describe proposed approach to facility operation, maintenance, housekeeping, electrical services, and security services: include ability of Management Company to maintain technology systems throughout the facility.
- Describe proposed approach to human resources and payroll services. Include how the Management Company embraces/promotes inclusivity and diversity in hiring practices. Site examples of how employee engagement and retention efforts will be in place to promote a healthy work environment. Describe the method to record employment and operating revenues, expenditures, and capital improvement budgets.
- Propose a budget approval and internal review process.
- Describe proposed approach to all food service. Describe methods which will be employed to insure the “highest quality” in food service and actions to be taken if the “highest quality” is not achieved. Describe how budget conscious groups will be handled and the approach to evaluate and provide a price structure from historical data. What data analytic tactics will be in place to ensure food and beverage is priced appropriate for the market. Propose a price approval process and frequency.
- Describe operational changes you would make or propose in Center operations in the first 180 days of management.

5. Tab 5 - Renovation/Refurbishment

- Describe how the management company will assist and coordinate with the Authority’s plan, develop, implement, and transition to an improved Convention Center, including recommendations for siting, design, amenities, marketing, construction oversight advice, and layout.
- Propose a capital contribution to be made by the Management Company candidate to the project, including amortization requirements.
The Authority is seeking proposals that reflect the Management Company’s strong commitment to invest in the renovation of the Convention Center. The renovation of the Convention Center is expected to generate additional revenues for both the Convention Center and the Management Company. A tangible indication of the Management Company’s commitment is an offer of a significant capital contribution to the Convention Center renovation project. Typically, such capital contributions are amortized, without interest, over a selected period of time. The Proposal should

contain a capital contribution component and the Committee encourages Management Company to offer one or more alternative capital contribution plans and/or components. The MCCFA recommends outlining a potential “Business Development Fund” investment to be used to incentivize group bookings and describe the approval method of such funds.

Each such capital contribution proposal shall contain:

1. The amount of the capital contribution and the timing of the payments.
2. How, and under what conditions, the capital contribution may be used.
3. Method and length of capital contribution amortization (e.g., a straight-line, non-cash basis, no interest.
4. Disposition of unamortized portion of the capital contribution if there is an early termination.
5. Identify specifically any compensation terms and amounts that are tied to, or effected by, the capital contribution.
6. Any conditions to the capital contribution.

6. Tab 6 - Management Fee/Term/Agreement

- Propose a three year, a five-year, and a ten-year management fee arrangement between the Authority and the Management Company. Minimally, these compensation fees should include an annual base management fee for each year of the term. If annual incentive fees are proposed, describe how an annual incentive, if any, is to be determined. Provide a Proforma for each year of the proposed term.
- Provide an example management agreement that might be used between the Authority and the Management Company.
- The management fee and term of contract must comply with the provisions of all IRS statutes, rules, regulations, and revenue procedures so as not to jeopardize the tax-exempt status of the bonds or other obligations to be issued to finance the renovation of the Center.

7. Tab 7 - Miscellaneous

- Provide a list of all lawsuits in which the Management Company was a party in the last ten years involving a convention center owner. Include the full case name, jurisdiction and case number.
- Explain why your company should be selected over your competitors

VI. EVALUATION PROCESS & SELECTION CRITERIA

Materials submitted by responding Management Companies will be evaluated by the Venue Management Selection Task Force Committee based upon the criteria listed below.

The qualifications and competence of the Management Company to perform the requested services, including the employment of personnel with significant relevant experience. Preference will be given to those Management Companies whose personnel have significant experience in managing facilities similar in size and with similar service requirements as the Center and can demonstrate knowledge of the potential of the Convention/Meeting Market in Montgomery County.

The past performance and the ability of the Management Company to successfully provide programming services for facilities of similar type and size as demonstrated by evaluation of previous clients. Emphasis is placed on quality of work; ability to meet financial objectives and success in achieving stated performance benchmarks.

The past performance and the ability of the Management Company to successfully maximize sales at facilities of similar type and size as demonstrated by evaluation of previous clients. Emphasis is placed on working with the local CVB.

The quality and feasibility of the proposal as demonstrated by the manner and methodology in which the Management Company will achieve the requirements in this RFP. Proposals will also be evaluated upon the Management Company's demonstrated knowledge of how to manage facilities similar in size and in type to the Center and demonstrated understanding of the importance of successfully operating the Center for the Authority.

Consideration will be given to unique approaches, resources and experiences of the Management Company that will further improve and ensure the success of the center.

Emphasis will be placed on the creativity of the Management Company in maintaining and enhancing the economic impact of the Center, the Center's market position, and the financial strength of the Center through unique approaches to marketing, sales, resource allocation, facility utilization, revenue generation, and the economic proposal and capital investment of the Management Company.

Selection of the Management Company will involve:

- 1. Review of the Management Proposal** – The Committee will assess the responsiveness to the RFP and review the information in the submittal. The Committee may contact several of the current clients listed by the Management Company in reference to performance, responsiveness and other data. The Committee will review data submitted from the comparable facilities and assess the Management Company's demonstrated knowledge of how to manage facilities similar in type to the Center. The Committee will assess the ability of the Management Company to perform the requested Scope of Services as demonstrated by the information submitted in the response to the RFP.
- 2. Intent of Submittal** – The Management Company should demonstrate its ability to perform the required services through submission of its Management Plan. The availability and accessibility of personnel, equipment, facilities, and other resources needed to successfully manage the facility should be addressed as well as experience and past performance managing similar sized convention centers.
- 3. Interview of Proposers** – The Committee or its designee may conduct interviews with one or more proposers in the Committee's sole discretion.
- 4. Contract & Fee Negotiation with selected Management Company** – Upon completion of the above assessments, the Authority will enter into contract negotiations with one firm.
- 5. No Contact Policy** - Any contact by the Management Company with any Authority representative, related officials or members, other than those outlined in the RFP, is prohibited. Such unauthorized contact may disqualify you from this procurement.

The Management Company candidates will be asked to prepare and present to the Authority a Management Plan, which includes a description of the Management Company candidate's approach to provide the Scope of Services as described in the RFP. The key goals that the Committee wishes to obtain from the Management Plan proposals include:

1. Attracting conventions and similar events to the Center that will maximize room nights for economic benefit and full utilization of the Center.
2. Providing exceptional quality food and beverage service that creates an everlasting memorable experience for organizers, attendees, and guests.
3. Operational profitability.
4. Creative and leveraged marketing, including strategic booking policies.

5. Assisting with the planning, development, implementation, and transition to a refurbished/revitalized Center.

6. Providing significant capital investment by the Management Company candidate to the refurbishment project, amortized over the length of the agreement.

Proposal Scoring

Written submittals and oral presentations, which could be virtual, if necessary, will be utilized in selecting the successful proposal. If there are more than five responses to this RFP, the Committee may elect to select three firms as finalists for further consideration and final determination of contract award.

The Authority reserves the right at its sole discretion to reject proposals. The final selection, if any, will be that proposal which, in the opinion of the Committee after review of all submissions, best meets the requirements set forth in the RFP and is in the best interest of the Authority.

When evaluation of the proposals produces numerical ratings that are substantially equivalent, i.e. scores separated by 5% or less of the total available points, the Authority reserves the right to award the contract to the Proposer whose proposal is deemed to be in the Authority's best interest.

The following weights will be assigned to the proposal for evaluation purposes:

Financial Consideration

Financial Capabilities of Organization/Entity	5
Reasonableness of Proforma	8
Proposer's Financial Compensation/Investment Proposal	10

Qualification and Experience

Qualification of General Manager Candidate (s)	15
Qualifications with Convention Centers of Similar Size	8

Project Approach

Demonstrate creativity in management and marketing	8
Approach to maintenance and event management	8
Proven ability to interact with CVB and hotel community	8
Transition plan and seamless approach to reopening	15

MBE/WBE Participation	15
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Grand Total Points	100
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The proposals will be evaluated strictly in accordance with the requirements set forth in this RFP.

VII. SPECIAL CONDITIONS

The RFP does not commit the Authority to procure or award a contract for the scope of work described herein. The Authority reserves the right to reject any and all proposals, to waive formalities, and to select the proposal and proposer(s) that, in the Authority's discretion, are in its best interests.

1. The Authority reserves the right to:
 - a) amend, modify, or withdraw this RFP;
 - b) revise any requirements under this RFP;
 - c) require supplemental statements of information from any responding party,
 - d) extend the deadline for submission of responses hereto;
 - e) negotiate or hold discussions with any proposer to correct insufficient responses which do not completely conform to the instructions contained herein;
 - f) waive any nonconformity with this RFP;
 - g) cancel, in whole or in part, this RFP if the Authority deems it is in its best interest to do so.
 - h) request additional information or clarification of information provided in the response without changing the terms of the RFP.
 - i) waive any portion of the selection process in order to accelerate the selection and negotiation with the top-ranked Management Company.

The Authority may exercise the foregoing rights at any time without notice and without liability to any proposer, or any other party, for expenses incurred in the preparation of responses hereto or otherwise. Responses hereto will be prepared at the sole cost and expense of the proposer.

2. Nothing stated at any time, by any representative of the Authority, will effect a change in, or constitute an addition to, this RFP unless confirmed in writing by the Authority.
 - a) Management Companies responding hereto must agree to keep confidential their responses and any information received from the Authority.
 - b) All information submitted in response to the RFP shall become the property of the Authority, and as such, may be subject to public review as public records.

c) Proposers acknowledge and agree that the Authority and City will not be liable for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liabilities incurred by the proposer or any member thereof as a result of, or arising out of, submitting a proposal, negotiating changes to such proposal, or due to the Authority's acceptance or non-acceptance of the proposal.

d) The Authority shall provide the release of all public information concerning the project, including selection announcements and contract awards. Those desiring to release information to the public must receive prior written approval from an authorized representative of the Authority.

e) The Authority, nor any of its officers, agents, consultants or employees shall be responsible for the accuracy of any information provided as part of this RFP (including appendices). All proposers are encouraged to independently verify the accuracy of any information provided. The use of this information in the preparation of a response to the RFP is at the sole risk of the proposer. The proposer shall not collude in any manner or engage in any practices with any other proposer(s), which may restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will cause the Authority to reject the proposer's submittal. This prohibition is not intended to preclude joint ventures or subcontracts.

g) All responses submitted must be the original work product of the proposer. The copying, paraphrasing or other use of substantial portions of the work product of another proposer is not permitted. Failure to adhere to this instruction will cause the Authority to reject the proposal.

RFP #0001.21

PROPOSAL FORM

Signature of proposer indicates that proposer understands and will comply with all terms and conditions and all other specifications made as part of this Request for Proposal and any subsequent award or contract.

All terms, conditions and representations made in this invitation will become an integral part of the contract. In compliance with this Request for Proposal Number #0001.21 and to all the conditions imposed herein, the undersigned offers and agrees to provide Convention Center Management Services at the Dayton Convention Center, in accordance with the specifications contained herein. Proposal Form must be signed by authorized representative and attached to Firm's proposal.

Indicate whether: ☐ Sole Proprietor; ☐ Limited Liability Company; ☐ Partnership;
☐ Limited Partnership; ☐ Joint Venture; or ☐ Corporation

Incorporated/formed in the state of; _____

PROPOSER DESIGNEE; _____

ADDRESS; _____

BUSINESS LICENSE ID; _____

PHONE; _____

NAME; _____ TITLE; _____

SIGNATURE; _____ DATE; _____

EMAIL ADDRESS; _____

EXHIBIT A – EVENT CALENDAR

May 2021:

Dance Competition	May 1 – 2, 2021	Attendees – 600
Conference	May 6 – 8, 2021	Attendees – 275
Sports Competition	May 7 – 9, 2021	Attendees – 400
Dance Competition	May 14 – 16, 2021	Attendees - 900
Festival	May 19 – 23, 2021	Tentative - TBD
Dance Competition	May 21-23, 2021	Attendees – 400

JUNE 2021:

Sports Competition	June 4 – 5, 2021	Attendees – 500
Conference	June 10-13, 2021	Attendees – 500
Dance Recital	June 12-13, 2021	Attendees – 650
Conference	June 20 – 24, 2021	Attendees – 600
Conference	June 28 – July 1, 2021	Attendees – 700

JULY 2021:

Conference	July 11 – 15, 2021	Attendees – 175
Convention	July 16 – 18, 2021	Attendees – 2000
Wedding – Hold	July 16 - 17, 2021	Attendees – 450
Conference	July 19 – 22, 2021	Attendees - 450
Trade Show	July 23-25, 2021	Attendees – 5000
Wedding – Hold	July 24, 2021	Attendees - 400
Convention	July 29 – July 31, 2021	Attendees – 1000

AUGUST 2021:

Wedding – Hold	August 7 - 8, 2021	Attendees - 450
Conference	August 2 – 5, 2021	Attendees – 800
Trade Show	August 9 – 15, 2021	Attendees – 1000
Trade Show	August 20-22, 2021	Attendees - 2000

EXHIBIT B – FINANCIAL HISTORY

**Note – the below chart does not include the new MCCFA hotel/motel 3% tax revenue.

**Note that the F&B revenue is noted separately and should be included in total sales and other income.

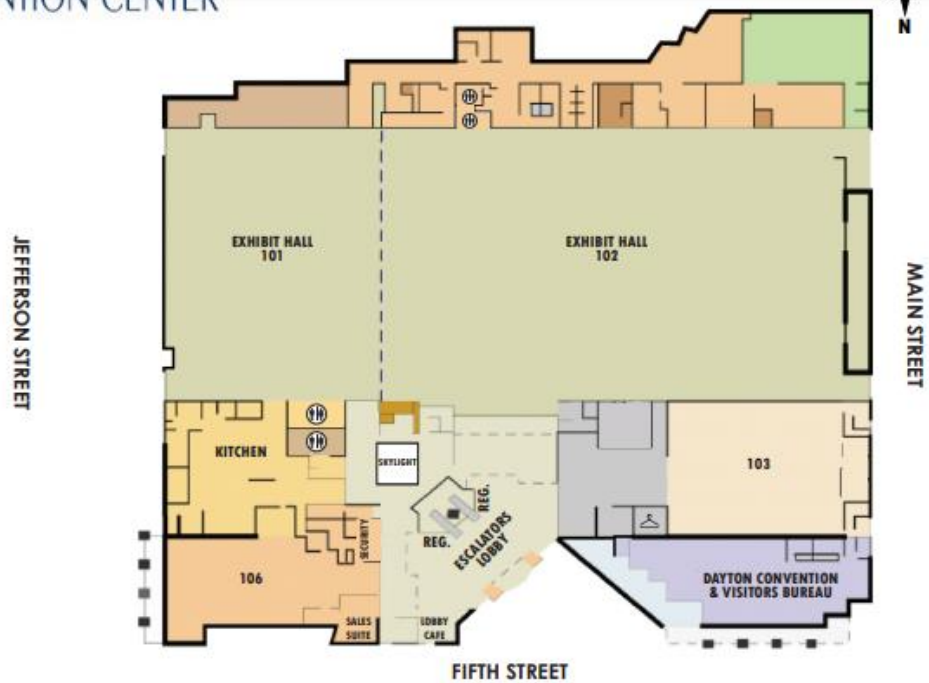
Dayton Convention Center	YTD 2019	YTD 2018	YTD 2017	
City Hotel Lodging Tax	888,349	721,615	648,069	December
Total	888,349	721,615	648,069	100.00%
Convention	34,381	56,011	16,438	
Meetings	92,603	92,684	96,117	
Public Show	133,474	216,774	135,318	
Other Sales Revenue	128,881	194,727	158,546	
Revenue From Other Services	496,098	312,548	504,893	
Property Leases	193,752	190,780	186,764	
Operating Revenue	1,079,190	1,063,524	1,098,075	
Total Revenue	1,967,539	1,785,138	1,746,144	2019 Attendance 160,209
Personnel	872,448	866,059	798,090	2018 Attendance 187,224
Utilities	304,394	269,776	314,664	2107 Attendance 182,728
Other Contracts & Materials	731,532	681,802	893,311	
Prior Year Encumbrances**	3,401	28,368	49,484	F&B Total Sales/Other Income-Not included
Prior Year Utility Payments	37,113	44,023	15,658	2020 \$726,851
TOTAL Operating Expenses	1,948,887	1,890,028	2,071,207	2019 \$1,126,027
NET (Revenue over Operating Expenses)	18,651	(104,889)	(325,063)	2018 \$1,152,721
Capital Expenditures	-	72,512	73,129	
NET Including Capital	18,651	(177,401)	(398,192)	

EXHIBIT C – FLOOR PLAN

DAYTON CONVENTION CENTER

Floor Plans

Floor 1



Floor 2



Floor 3

