
REQUEST FOR QUALIFICATIONS/PROPOSALS

IOWA EVENTS CENTER HEADQUARTERS HOTEL

DES MOINES, IOWA

RFQ # 007-07-08, RFP # 138-07-08

ISSUED: JANUARY 5, 2007



REQUESTED BY THE POLK COUNTY BOARD OF SUPERVISORS

QUALIFICATIONS SUBMISSIONS DUE: JANUARY 29, 2007, 5:00 PM

PROPOSALS SUBMISSIONS BY PRE-QUALIFIED RESPONDENTS DUE: MARCH 1, 2007, 5:00 PM

111 COURT AVENUE - ROOM #365, DES MOINES, IA 50309

Development Process

The Polk County Board of Supervisors has the responsibility for selecting a developer and operator for the Iowa Events Center Headquarters Hotel project in Des Moines, Iowa. A two-phase process has been established for soliciting participation from potential developers and operators.

Phase I - Request For Qualifications (RFQ) - The purpose of this phase is to identify teams who have the experienced management, historical performance, and financial ability to develop a lodging product appropriately designed to meet the needs of the Iowa Events Center, catering primarily to the group demand segment. To minimize the associated costs incurred by respondents and overall amount of time elapsed, a limited amount of information is being requested during this phase. The intent is to obtain substantiated evidence of the development organizations' performance capability to complete a project of this scale, which will serve as a precursor for selection to the subsequent stage of this two-phase process.

Phase II - Request for Proposal (RFP) - This phase requires preparation and submission of detailed project and participant information to the Polk County Board of Supervisors to aid their determination of the most advantageous proposal based on overall project feasibility, the financing requirements, and additional project elements. To facilitate the timely progression between the RFQ and the RFP phases, the information required of short-listed respondents in the RFP stage has been presented within this RFQ and RFP document. The consolidation of these two documents is intended to provide RFQ candidates with advance notification concerning the specific guidelines and requirements necessary within the RFP stage. Receipt of this RFQ and RFP does not indicate invitation to the RFP phase and RFP information is provided solely for informational purposes to the RFQ candidates. Following the submission of a proposal from pre-qualified respondents, a presentation/interview will take place with the Selection Committee to allow for additional explanation of salient proposal details as well as discussion concerning the content of the proposals and the overall candidacy of each respondent. Both the proposals received and information from the presentation/interview will be considered in the selection of the preferred developer.

Project Negotiations - Following selection of the preferred developer presenting the most advantageous proposal by the Selection Committee, the Polk County Board of Supervisors will enter into a Memorandum of Understanding (MOU) with the developer as well as commence negotiations regarding the terms and conditions of the Development Agreement and the Hotel Room Block Agreement.

Each response to the RFQ and RFP will be evaluated by the Selection Committee, counseled by Pinnacle Advisory Group, who has been retained by the Polk County Board of Supervisors to provide development assistance. The Selection Committee reserves the right to request clarifications to any submitted RFQ or RFP response, which will become part of the original response.

The following table details the tentative development process timeline for the headquarters hotel. Polk County reserves the right to modify this development timeline with written notification to all known respondents who have not been rejected at the time of the modification.

Tentative Development Process Timeline

Proposed Headquarters Hotel Iowa Events Center

Tentative Development Schedule

<u>Event</u>	<u>Date</u>
Request for Qualifications/Proposals Issued	1/5/07
Request for Qualifications Questions Due	1/17/07
Mandatory Pre-Submittal Meeting	1/22/07
Pre-Submittal Answers Issued	1/25/07
Request for Qualifications Responses Due	1/29/07
Request for Proposals Candidates Notified	2/16/07
Request for Proposals Questions Due	2/20/07
Request for Proposals Answers Issued	2/23/07
Request for Proposals Due	3/1/07
Request for Proposals Interviews/Presentations	3/8/07
Developer Selection	3/23/07
Memorandum of Understanding Issued	3/26/07
Development/Room Block Negotiations Commence	3/26/07
<u>Development/Room Block Agreements Executed</u>	<u>5/25/07</u>

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Des Moines International Airport						
Summary of Passenger Enplanements and Deplanements						
Year	Enplanements	% Change	Deplanements	% Change	Total	% Change
1995	797,797	-	793,439	-	1,591,236	-
1996	905,405	13.5%	902,585	13.8%	1,807,990	13.6%
1997	860,230	-5.0%	858,188	-4.9%	1,718,418	-5.0%
1998	861,523	0.2%	858,092	0.0%	1,719,615	0.1%
1999	885,175	2.7%	880,963	2.7%	1,766,138	2.7%
2000	876,018	-1.0%	868,110	-1.5%	1,744,128	-1.2%
2001	820,741	-6.3%	813,718	-6.3%	1,634,459	-6.3%
2002	883,190	7.6%	879,356	8.1%	1,762,546	7.8%
2003	911,063	3.2%	910,852	3.6%	1,821,915	3.4%
2004	997,655	9.5%	992,512	9.0%	1,990,167	9.2%
2005	951,604	-4.6%	951,969	-4.1%	1,903,573	-4.4%
YTD 10/05	78,776	-	78,220	-	156,996	-
YTD 10/06	85,865	9.0%	87,011	11.2%	172,876	10.1%
CAGR (1995-2005)		1.8%		1.8%		1.8%
CAGR (2000-2005)		1.7%		1.9%		1.8%

Source: Des Moines International Airport, Compiled by Pinnacle Advisory Group

As illustrated within the table, following two years of declining passenger activity in 2000 and 2001 due to a declining national economy and the events of September 11th, 2001, total passenger volume witnessed strong increases from 2002 to 2004. A probable explanation for the decline in passenger volume from 2004 to 2005 is that 2004 marked a presidential election year and the Iowa Caucus profoundly increased travel volume through the airport. Year-to-date statistics illustrate strong growth in passenger volume, with an overall increase of approximately 10 percent.

Tourism Attractions

Tourism is a \$1.1 billion industry in Polk County as reported in a 2005 study conducted by the Travel Industry Association of America on behalf of the Iowa Department of Economic Development. The City of Des Moines benefits from a central location within Iowa, as well as serving as the State Capital. These features are advantageous in attracting State and Regional associations to the City as well as State and Regional leisure travel to the city for vacations and shopping.

Notable tourist attractions in the area are listed below.

- State Fairgrounds – The Iowa State Fair is named one of the top ten attractions in the United States and is known for its significant impact on the agricultural industry. The fair has been held in Des Moines for over one century, is held annually in August, and attracts nearly one million attendees during its ten day span.
- Civic Center – Despite its name, the Civic Center is a Performing Arts Center that serves as the cornerstone of the downtown Des Moines redevelopment initiative. This facility hosts touring productions, symphony performances, and destination shows.
- Principal Park – Located at the junction of the Des Moines and Raccoon Rivers, this baseball park is rated as one of the country's top minor league facilities. This park is home to the Iowa Cubs and recently underwent a \$6.8 million renovation during the 2005 to 2006 off-season.

- Wells Fargo Arena – This 17,000 seat arena opened in July 2005 and is the permanent home of the Iowa Stars hockey organization. This venue hosts 17,000 guests for sports and entertainment events and has put Des Moines back on the national entertainment map.
- Prairie Meadows Racetrack and Casino – This attraction features 1,500 slot machines, table games including poker, blackjack, and Thoroughbred and Quarter Horse racing from spring to early fall.
- Science Center of Iowa - This 110,000 square foot facility features seven interactive learning areas, live programs and hands-on activities encouraging learning and fun for all ages. The Science Center also offers three theaters including the Blank IMAX Dome Theater.
- Living History Farms - This 550-acre, open-air museum tells the story of Midwestern agriculture and rural life from May through October. Interpreters dressed in period costume recreate the daily routines of early Iowans in an 1700 Ioway Indian Village, 1850 Pioneer Farm, 1875 frontier town, 1900 horse-powered farm and modern Crop Center.
- Adventureland Park - Adventureland Park has more than 100 rides, shows and attractions, including three great roller coasters, and is adjacent to a campground.

As noted, tourism as an industry in Des Moines is expanding and, while not a cornerstone of the Des Moines economy, the aforementioned illustrate the diversity of cultural and entertainment venues available. These venues all serve as complimentary venues to the Iowa Events Center and their growth is anticipated to augment the commercial base within the greater area.

Iowa Events Center

The Veterans Memorial Auditorium, Hy-Vee Hall, Polk County Convention Complex, and the Wells Fargo Area, are collectively referred to as the Iowa Events Center and host a variety of meetings and conventions within each venue. All Iowa Events Center venues are owned by Polk County and are operated by the Global Spectrum. Global Spectrum began managing the Center in 2004 and has earned a reputation as one of the leading public assembly management companies within North America. Global Spectrum is a subsidiary of the Comcast-Spectacor Group and collectively manages more than 40 accounts throughout North America. The following table outlines the facilities of the venues comprising the Iowa Events Center.

Iowa Events Center Summary

	Space by Type (in sf)					Total
	Yr Built	Ballroom	Exhibit	Mtg Rooms	Arena	
Veterans Memorial Auditorium	1954	-	53,113	16,979	44,972	70,092
Hy-Vee Hall	2004	-	96,120	14,400	-	110,520
Polk County Convention Complex	1985	-	27,025	33,592	-	60,617
Wells Fargo Arena ¹	2005	-	-	-	31,700	31,700
Total Available Function Space			176,258	64,971	76,672	317,901

Notes:

1. includes 17,000 seats

Source: Compiled by Pinnacle Advisory Group

Due to the age of the Polk County Convention Complex and the construction of Hy-Vee Hall, it was originally envisioned that the Polk County Convention Complex would be converted from meeting space to a use that would not compete with any proposed function space within the headquarters hotel. Currently, plans are underway for an expansion to Hy-Vee Hall which will include 12,500 square feet in meeting room space and a 30,000 square foot banquet facility. Other uses will be determined for the Polk County Convention Complex once the Hy-Vee Hall expansion is complete.

Polk County Board of Supervisors Project Goal

Through the development of a dedicated headquarters hotel to the Iowa Events Center, the Polk County Board of Supervisors seeks to maximize utilization of their existing asset complex and compliment the existing infrastructure of hotels within the City of Des Moines.

Proposed Headquarters Hotel Site

Respondents to this RFQ and RFP have the option of presenting a development plan for one of two available sites proximate to the Iowa Events Center and are owned by Polk County.

The first site is located immediately north of Veterans Memorial Auditorium and is currently a parking lot. This site is referred to as the "North Site A (Parking)". The second site is referred to as the "North Site B (Vets)" and is the site where Veterans Memorial Auditorium is currently located.

Access to each site is simple and direct from Interstate 235 via 3rd Street to Crocker Street. Within the City of Des Moines, access is also simple as the city has a well-designed grid roadway system.

From the standpoint of hotel development, the sites' locations less than one-half hour from Des Moines International Airport is an excellent feature. Complimented by the sites' positions with regard to Hy-Vee Hall, we believe that either site provides an excellent location for hotel development.

North Site A (Parking), although across the street, would be connected to the convention facility by a skywalk.

North Site B (Vets), the Board of Supervisors would consider proposals that would include the demolition of Veterans Memorial Auditorium, which is connected to Hy-Vee Hall (convention facility) making way for construction of a connected new hotel. The County would take responsibility for the clearing of the site if this option were preferred. The site would be cleared and ready for use by a successful developer choosing this option 120 days following the execution of a development agreement and room block agreement. Additionally, Polk County would consider proposals utilizing North Site B to convert Veterans Memorial Auditorium into a headquarters hotel facility through adaptive reuse.

Both sites enjoy positive and important aspects that would be beneficial in the development of a headquarters hotel such as visibility and accessibility from the Interstate. Additionally, the sites have the added benefit of the highest elevation in the area which would allow the hotel to be sited above (in terms of height) the existing meeting venues.

Construction of the headquarters hotel on either available site will displace current Iowa Events Center parking. Pre-qualified respondents will be required to present detail regarding the proposed parking plan during the RFP phase. Proposals must consider the loss of existing parking spaces as well as the additional parking demand generated by the headquarters hotel.

Respondents may also propose an alternate site to the North Site A and North Site B with the restriction that it must be adjacent to the Iowa Events Center. Respondents choosing this option must demonstrate during the RFP stage the means by which they intend to acquire site control if it is not already owned by the respondent.

Pinnacle Advisory Group Report 2005

Scope of Engagement

In 2005, Pinnacle Advisory Group was engaged by the Polk County Board of Supervisors to evaluate the propriety of developing a full-service headquarters hotel in Des Moines, Iowa. A comprehensive report dated October 12, 2005, presented the findings of this evaluation, including a complete economic and demographic profile of the relevant market area; detailed examination of relevant existing, under construction, and proposed lodging facilities; complete diagnostics on the Iowa Events Center and the Polk County Convention Complex; a facility recommendation that maximized utilization of the above referenced venues while also generating its own demand; forecast of future market performance with the assumed addition of a headquarters hotel; and preparation of a complete income and expense statement (Uniform Systems compliant) to cash flow available to service debt. This report was made publicly available and will be provided to respondents to the RFQ and RFP upon request.

Hotel Room Block Agreement

The proposed hotel's status as a dedicated headquarters hotel for the Iowa Events Center will require that a significant portion of its lodging supply will be dedicated to usage by convention and meeting attendees. An executed Hotel Room Block Agreement is a requirement for the development of the headquarter hotel and additional information pertaining to the Hotel Room Block Agreement will be made available to pre-qualified respondents upon notification of their pre-qualification.

Request for Qualifications for an Iowa Events Center Headquarters Hotel

The Polk County Board of Supervisors invite written qualifications for the development, financing, design, construction, and operation of a headquarters hotel proximate to Iowa Events Center in Des Moines, Iowa. Qualifications are solicited in accordance with the terms, conditions, and instructions as set forth in this Request for Qualifications/Proposals (RFQ and RFP).

The deadline for submitting the Response to this RFQ is 5:00 p.m. on January 29, 2007

(If mailed, the proposal must be received by the Polk County Department of General Services by this date and time)

Qualifications must be time stamped at:

111 Court Avenue - Room #365, Des Moines, IA 50309

Late qualifications will not be accepted.

Qualifications submitted via fax or e-mail will not be accepted.

Respondents must submit fifteen (15) photocopies of their qualifications in addition to the original. The original qualifications must be the actual document received by the Polk County Department of General Services and must be clearly marked "Original." An electronic copy of the qualifications on compact disc (CD) in a Microsoft Word Document (.doc) or Adobe Portable Document Format (.pdf) shall be submitted with the original documents. All financial information included must be provided in Excel (.xls) format.

RFQ respondents must submit their responses (original, CD and photocopies) in a sealed package. The Polk County Board of Supervisors is not responsible for submissions not properly identified.

Questions regarding the RFQ stage of this RFQ and RFP may be submitted in writing to Polk County by January 17, 2007. Polk County will issue responses to such questions through written addenda to all known respondents at a mandatory pre-submittal meeting to be held on January 22, 2007. **The mandatory pre-submittal meeting will occur at 1 p.m. on January 22, 2007, in the Memorial Room of Veteran's Memorial Auditorium, 833 – 5th Avenue, Des Moines, Iowa.** Answers to questions posed during the pre-submittal meeting will be provided in writing by January 25, 2007. Polk County shall not be obligated to enter into any contract with any respondent on any terms or conditions.

Questions regarding this RFQ and RFP should be directed by e-mail to:

Mr. Cliff Wobken
Central Services Manager
Polk County General Services Department
111 Court Avenue - Room #365
Des Moines, IA 50309-2296
Telephone: 515-286-3239
Fax: 515-286-3082 Email: cwobken@co.polk.ia.us

Request for Qualifications Submission Requirements

Interested developers should submit fifteen (15) paper copies of a "Statement of Qualifications" and one electronic copy on a compact disc (CD) in a Microsoft Word Document (.doc) or Adobe Portable Document Format (.pdf).

In order to facilitate review by the Selection Committee, information shall be submitted and presented using the following format. The Polk County Board of Supervisors reserves the right to request additional information upon review of the initial submission that will become a part of the respondent's Statement of Qualifications. This Statement of Qualifications is not a Request for Proposal. At the conclusion of this stage, the Polk County Board of Supervisors seeks to identify and pre-qualify experienced developers interested in playing a lead role in development of a headquarters hotel in Des Moines with associated facilities may be realized. RFQ responses should be presented in an 8 ½" * 11" format and contain the information requested below:

Developer Information

- The contact information for the development organization and principal individual authorized to negotiate on the development organization's behalf including the following information: name, address, e-mail address, and telephone number.
- Identification of the legal entity with whom the Polk County Board of Supervisors would ultimately enter into a contract with including the entity's name, type (Corporation, LLC, Partnership, Sole Proprietorship, etc), and formation date.
- The development organization's principals (corporate officers, principal stockholders, general and limited partners) including the principals' names, addresses, title of positions, and description of the nature and extent of interest in the project.
- The anticipated management structure for the development of the Iowa Events Center Headquarters Hotel project in Des Moines, Iowa, including the identification and roles of key project individuals who will be involved in its implementation. Provide resumes of these personnel that detail their background and experience and serve as testaments to their ability to perform the proposed roles in this project. A statement detailing the current workload of these key project individuals should also be provided.
- The previous hotel development experience of the developer including the following information: the location of the hotel, the total number of guestrooms, the year of completion, the role performed during the project's development, the budgeted project development cost, and the actual development cost incurred. Emphasis should be placed on projects of similar scale to the proposed Des Moines Headquarters Hotel and projects involving a government entity.
- Three client/owner references possessing first-hand information concerning the developer's performance on the above projects. Reference contact information should include the following: name, title, address, e-mail address, and phone number. References from project partners such as architects, contractors, etc. should not be provided and will not be considered in the evaluation.

Management Company Information

- The contact information for the proposed management organization and the principal individual representing the organization's operation of this project including name, address, e-mail address, and telephone number.
- The anticipated management structure for the operation of the Des Moines Headquarters Hotel project, including the identification and roles of key project individuals who will be involved in its implementation. Provide resumes of these personnel that detail their background and experience and serve as testaments to their ability to perform the proposed roles in this project.
- Brief descriptions of the hotels within the proposed management organization's portfolio including the properties' names, locations, and number of guestrooms with emphasis placed on projects of similar scale to the proposed hotel.

Financing Information

- A description of the level of financial commitment to the development projects described within the developer's information.
- A statement describing the development organization's bonding capacity and its ability to secure complete financing for the proposed hotel including any potential equity investors and lenders. Supporting evidence confirming the organization's bonding capacity and ability to secure complete financing, including, but not limited to, a letter of credit, certificate, a surety or similar instrument, or a letter of intent from a potential equity investor may be included to supplement the respondent's statement.
- The most readily available financial statements of the development organization to quantify its ability to assemble necessary funds.
- Describe the status and nature of any bankruptcy and/or major lawsuit (\$500,000 or greater) or settlement that the development organization or its parent corporation has been involved in within the past ten years.

Respondent's Specific Project Goals

- State the intended site for development, the "North Site A or B", or an alternative site. Describe the rationale for this selection. If an alternative site is proposed, describe the intended method of acquiring the site for development of the headquarters hotel.
- Describe the physical facilities that the development organization believes will contribute to the Polk County Board of Supervisors stated goals, including, but not limited to: the total number of guestrooms, amount of meeting space, restaurants with seat counts, and recreational facilities.
- Describe the associated market and additional research that supports the proposed facilities.
- Describe the level of public assistance necessary in both nature and amount to complete a headquarters hotel of the proposed scope from the development organization's perspective.

- Describe any other material conditions, specifications, or restrictions upon which your offer is made.

Evaluation Criteria for Qualifications

The following factors will be used by the Selection Committee in evaluating qualifications:

Developer Information

Respondents will be evaluated based on the developer qualifications provided including, but not limited to, the following factors:

- Experience of the developer with emphasis on projects of similar scale and scope as the proposed headquarters hotel.
- Experience of the developer's key project individuals.
- Experience of the developer with projects involving government entities.

Potential Management Companies

Respondents will be evaluated based on the potential management company qualifications provided including, but not limited to, the following factors:

- Experience of the operating team with emphasis on projects of similar scale to the proposed headquarters hotel.
- Experience of the operating team's individuals.

Financing Information

Respondents will be evaluated based on the financing information qualifications provided, including, but not limited to, the following factors:

- Proven financial commitment to the developer's relevant past projects.
- Demonstrated ability to assemble necessary funds for the completion of the project.
- Developer's bonding capacity for the proposed project.

Respondent's Specific Project Goals

Respondents will be evaluated based on the specific project goals provided including, but not limited to, the following factors:

- Proposed program facilities.
- Additional program facilities above and beyond those defined in the target program facilities.
- The amount and nature of public assistance requested.
- The appropriateness of material conditions, specifications, or restrictions detailed.

Rights Reserved by Polk County

Submission of qualifications in the RFQ stage acknowledges and accepts the following rights reserved by Polk County:

- Polk County will reserve the right to withdraw the RFQ and RFP before or after receiving submittals.
- Polk County will conduct a mandatory conference prior to the submissions of the qualifications.
- Polk County reserves the right to issue a subsequent RFQ, RFP, cancel the entire RFQ and RFP, and/or remedy technical errors in the RFQ and RFP process.
- Polk County reserves the right to not to proceed with the headquarters hotel project, in its entirety or as currently proposed, with no liability whatsoever to any respondents or prospective developers/operators, or to any other person or entity.
- Polk County reserves the right to pre-qualify respondents whose qualifications are the most appropriate for the project and its determination shall be final and conclusive.
- Polk County reserves the right to request further details, information, and assurances, including financial and disclosure data, relating to the purpose and the respondent including the respondent's affiliates, officers, directors, shareholders, partners, and employees as requested by the County in the discretion of each such party.
- Polk County will reserve the right, at its sole discretion, to conduct discussions with all respondents, in any manner necessary, to serve the best interest of Polk County.
- Polk County reserves the right to request additional information from any and all prospective respondents, if deemed necessary, to clarify any information submitted within the qualifications.
- Polk County reserves the right to specify additional terms and conditions at any point prior to or subsequent to qualifications submissions.
- Polk County reserves the right to modify and approve the members of the final project Development Team.
- Polk County reserves the right to keep all RFQ responses in connection with this RFQ and RFP, without restriction on future use.
- Polk County reserves the right to modify the selection process set forth in this RFQ and RFP upon written notification to all respondents who have not been rejected at the time of the modification.
- The laws of Iowa (Chapter 22, Code of Iowa) require that all proposals be placed in the public domain and be opened to inspection by interested parties. Trade secrets or proprietary information that are recognized as such and are protected by law may be withheld if clearly identified as such in the proposal. The entire proposal cannot be designated as proprietary or a trade secret. If a request is received to examine portions designated as proprietary or a trade secret, the County will notify the Proposer to permit the Proposer to defend the proprietary nature of the information.

RFQ Administrative Procedures

RFQ Conditions

RFQ respondents fully acknowledge that this is a two-step process and acceptance by the County of respondent's qualifications will not guarantee invitation to the RFP stage, nor the award of any subsequent contract or development agreement.

Respondents acknowledge and agree that Polk County will not be liable for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liabilities incurred by the Development Team or any members thereof as a result of, or arising out of, submitting qualifications, or due to Polk County's inclusion or non-inclusion in the RFP phase.

By submitting qualifications, in response to this RFQ, the respondent represents compliance with all Federal, State and City laws, rules, regulations and ordinances applicable to its activities and obligations under this RFQ and any agreements entered into with Polk County.

The respondent shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the City or County or their respective advisors for the purpose of influencing consideration of a response to this RFQ.

Responses to the RFQ shall not be the product of collusion in any manner with other applicant(s) restricting or eliminating competition or otherwise restraining the competitive process. Violation of this instruction will cause the respondents' submittals to be rejected. The prohibition is not intended to preclude joint ventures or subcontracts.

All responses submitted must represent original work by the respondent. Copying, paraphrasing, otherwise using of substantial portions of the work product of another respondent is not permitted. Failure to adhere to this instruction will cause the response to be rejected.

Submission Procedure

All inquiries should be submitted in writing (by e-mail) to Mr. Cliff Wobken, Central Services Manager, Polk County General Services Department at the offices shown on the cover page of this RFQ and RFP. The closing date for submitting all written questions regarding the RFQ is 5:00 PM on January 17, 2007. A summary of all substantive questions and responses will be published in an addendum simultaneously released to all known individuals at the mandatory pre-submittal meeting. All inquiries shall be in written format and submitted electronically through an e-mail transmission. Oral inquiries shall not garner a response from the County. Polk County reserves the right to provide responses to questions that may arise after the deadline for questions.

The deadline for receipt of qualifications is 5:00 PM on January 29, 2007 at the Polk County General Services offices shown on the cover page of this RFQ and RFP; 111 Court Avenue - Room #365, Des Moines, IA 50309-2296. The official clock is the time/date stamp located in Room 365 of the Polk County Administration Building. Proposals that are mailed or delivered by courier should allow sufficient time to ensure receipt by Polk County by the established deadline. Late proposals will not be accepted.

Respondents must submit fifteen (15) photocopies of their proposal in addition to the original (labeled accordingly) in an 8 ½" * 11" format. One (1) electronic copy of the proposal will also be

required in a Microsoft Word Document (.doc) or Adobe Portable Document Format (.pdf) with all financial information being provided in Excel (.xls) format on compact disc (CD) media. The original qualifications must be the actual document received by Polk County and must be clearly marked "Original." Faxed and e-mailed responses are unacceptable.

Respondents must submit their RFQ response (original, CD and copies) in a sealed package. The Polk County Board of Supervisors is not responsible for submissions not properly identified.

Request for Proposals for an Iowa Events Center Headquarters Hotel

The Polk County Supervisors invite written proposals for the development, financing, design, construction, and operation of a headquarters hotel proximate to Iowa Events Center in Des Moines, Iowa from respondents pre-qualified during the RFQ phase of this two-step process. Proposals are solicited in accordance with the terms, conditions, and instructions as set forth in this Request for Qualifications/Request for Proposals (RFQ and RFP).

“Respondents” to this RFP shall include a hotel developer selected through the Request for Qualifications (RFQ) process received by the Polk County General Services Department on January 29, 2007 and a hotel operator that has teamed with the developer.

The deadline for submitting Proposals to this RFP is 5:00 p.m. on March 1, 2007.

(If mailed, the proposal must be received by the Polk County General Services Department by this date and time)

Proposals must be time stamped at:

111 Court Avenue - Room #365, Des Moines, IA 50309-2296

The official time clock is the time/date stamp located in Room 365 of the Polk County Administration Building.

Late proposals will not be accepted.

Proposals submitted via fax or e-mail will not be accepted.

Respondents must submit fifteen (15) photocopies of their proposal in addition to the original. The original proposal must be the actual document received by the Polk County General Services Department and must be clearly marked “Original.” An electronic copy of the proposal on compact disc (CD) in a Microsoft Word Document (.doc) or Adobe Portable Document Format (.pdf) format shall be submitted with the original documents. All financial and budget information must be provided in Excel (.xls) format.

Pre-qualified RFP respondents must submit their responses (original, CD and copies) in a sealed package. Any additional or alternative proposals must be submitted in separate sealed packages and labeled accordingly. The Polk County Board of Supervisors is not responsible for submissions not properly identified.

Questions regarding the RFP stage of this RFQ and RFP may be submitted in writing (via e-mail format) to Mr. Cliff Wobken of the Polk County General Services Department by February 20, 2007. Polk County will respond to such questions through written addenda to all pre-qualified respondents, by February 23, 2007. Polk County reserves the right to reject any and all proposals or to accept any proposal deemed to be in its best interest. Polk County shall not be obligated to enter into any contract with any respondent on any terms or conditions.

Mr. Cliff Wobken
Central Services Manager
Polk County General Services Department
111 Court Avenue - Room #365
Des Moines, IA 50309-2296
E-mail: cwobken@co.polk.ia.us

Request for Proposals Submission Requirements

Pre-qualified respondents from the RFQ stage should submit fifteen (15) paper copies of a "Statement of Proposal" and one electronic copy on a compact disk (CD) in a Microsoft Word Document (.doc) or Adobe Portable Document Format (.pdf) shall be submitted with the original documents.

In order to facilitate review by the Selection Committee, information shall be submitted and presented using the following format. The Polk County Board of Supervisors reserves the right to request additional information upon review of the proposal that will become a part of the respondent's Statement of Proposal. At the conclusion of this stage, the Polk County Board of Supervisors seeks to enter into a Memorandum of Understanding (MOU) with the selected developer and commence Development Agreement and Room Block Agreement negotiations.

RFP responses should be presented in an 8 ½" * 11" format and contain the information requested below:

Transmittal Letter

The submitted proposal must be attached to a transmittal letter not to exceed one page including the following information:

- Single point of contact for all notifications regarding the proposal, correspondence, and subsequent negotiations.
- Identification of the respondent's Development Team members including the developer, hotel management company, hotel brand, architect, general contractor, major equity Investors, and lenders/underwriters.
- Original signature of a partner, principal, or officer within the respondent's organization with a statement designating the signatory's authorization to submit the proposal in the name of the development organization

An executed Offer to Negotiate must also be attached to and included with the transmittal letter.

Development Team Qualifications

Developer Qualifications

- The official company/entity name of the developer, as well as its applicable legal status as a corporation, sole proprietorship, non-profit charitable organization/corporation, partnership, business association or joint venture, limited liability company, Federal, State, or local government, or other entity status. If the legal status is listed as "other entity" corresponding explanation must be provided.
- The developer's date and state of organization.
- The names, titles, and addresses of owners, officers, directors, trustees, and principal representatives of the developer accompanied by a description of their percent of ownership interest and relationship to the entity.
- Past and pending criminal litigations that the developer, its parent organization, subsidiaries or affiliated corporations, officers, or principals are listed as a party to with information about the date filed, the relevant court, charge, and the current status.

- Pending civil litigation that could potentially impact the developer's capability to complete the proposed project that the developer, its parent organization, subsidiaries or affiliated corporations, officers, or principals are listed as a party to with information about the date filed, the relevant court, and the current status.
- The proposed management approach including an organizational structure detailing the names and roles of key project individuals who will be involved in the execution of the project, supplemented by the background, experience, and resumes of these individuals.
- Description of the relevant development experience including joint venture projects completed, under construction, or contracted for development by the development entity and its principals assigned to this project. Projects currently in a negotiation stage and projects associated with principals unassigned to this project should not be included and will not be considered in the evaluation. This description should include the following information: location, total number of guestrooms, current status, year opened (if applicable), financing plan, type of construction contract, contract amount, whether the project was completed within the stated contract amount, total length of construction timeline, and whether the project was completed within the initial construction timeline.
- Three client/owner references possessing first-hand information concerning the developer's performance on the above projects. Reference contact information should include the following: name, title, address, e-mail, and phone number. References from project partners such as architects, contractors, etc. should not be provided and will not be considered in the evaluation.
- Two years audited financial statements prepared in compliance with generally accepted accounting principles, supplemented by the opinion of certified public accountants. Should the date of the certified financial statement precede the submission date by six months, an interim balance sheet for no more than 60 days should be provided. Publicly-traded developers should provide a copy of the latest Annual Report and subsequent Quarterly Reports, which may be presented in lieu of the previously detailed financial information, provided that they contain equivalent certified financial information.
- Copies of any additional information indicating the financial status of the developer should be provided. Examples of appropriate supplemental information include, but are not limited to, additional Annual Reports, financial statements, and financial rating reports.

Operator Qualifications

- The official company/entity name of the operator, as well as its applicable legal status as a corporation, sole proprietorship, non-profit charitable organization/corporation, partnership, business association or joint venture, limited liability company, Federal, State, or local government, or other entity status. If the legal status is listed as "other entity" corresponding explanation must be provided.
- The operator's date and state of organization.
- The names, titles, and addresses of owners, officers, directors, trustees, and principal representatives of the operator accompanied by a description of their percent of ownership interest and relationship to the entity.

- The proposed management approach including an organizational structure detailing the names and roles of key project individuals who will be involved in the operation of the project, supplemented by the background, experience, and resumes of these individuals.
- Description of the operator's relevant operating experience with convention center hotels. This description should include the following information: location, total number of guestrooms, dates of operation, performance statistics, and status of each hotel.
- Five client/owner references possessing first-hand information concerning the operator's performance on the above projects. Reference contact information should include the following: name, title, address, e-mail, and phone number. References from project partners such as developers should not be provided and will not be considered in the evaluation.
- Description of the level of financial commitment the operator will make to this project and past financial commitments made by the hotels in the relevant experience credentials listed above.
- Two years audited financial statements prepared in compliance with generally accepted accounting principles, supplemented by the opinion of certified public accountants. Should the date of the certified financial statement precede the submission date by six months, an interim balance sheet for no more than 60 days should be provided. Publicly-traded developers should provide a copy of the latest Annual Report and subsequent Quarterly Reports, which may be presented in lieu of the previously detailed financial information, provided that they contain equivalent certified financial information.

General Contractor or Construction Manager (GM/CM) Qualifications

- Contact information for the principal person within the GM/CM entity assigned to the project including name, address, e-mail, and telephone number.
- Description of the principals of the GC/CM organization including officers, directors, principal stockholders, general and limited partners, and project managers including the names, addresses, titles, description of the character and extent of interest in the project, and resumes of these individuals.
- A description of the GC/CM's previous relevant experience, emphasizing major hotel projects undertaken in the past fifteen years by the GC/CM entity and the specific principals in the GC/CM entity that will be assigned to this project. The description should include location, date, type of project, construction cost, financing, current status, and role of the GC/CM within the project. Relevant experience associated with principals unassigned to the project should not be provided and will not be considered in the evaluation.
- Three client/owner references possessing first-hand information concerning the GC/CM's performance on the above projects. Reference contact information should include the following: name, title, address, e-mail, and phone number. References from the proposed development team should not be provided and will not be considered in the evaluation.
- A statement relating to the GC/CM's bonding capacity for the proposed hotel.
- Describe the status and nature of any bankruptcy, adverse regulatory action, professional disciplinary proceeding, any major lawsuit (\$500,000 or greater) or settlement that the

GC/CM, principal of the GC/CM organization (officers, directors, principal stockholders, general and limited partners, project managers), or GC/CM's parent entity has been involved in within the past ten years.

Architect Qualifications

- Contact information for the architect and the principal person within the entity assigned to the project including name, address, e-mail and telephone number.
- Description of the principals of the architect's organization including officers, directors, principal stockholders, general and limited partners, and project managers including the names, addresses, titles, description of the character and extent of interest in the project, and resumes of these individuals.
- Major hotel projects undertaken in the past ten years by the firm principal and project managers that will be assigned to this project. Relevant experience associated with principals and project managers unassigned to the project should not be provided and will not be considered in the evaluation.
- Description of the architect's relevant experience designing hotel projects exceeding 200 guestrooms in size. This description should include location, date, type of project, construction, cost, financing, current status, and roles undertaken within each project. Within the Request for Proposals evaluation process, additional credit shall be merited with architects with established experience designing convention center and conference center hotels.
- Three client/owner references possessing first-hand information concerning the architect's performance on the above projects. Reference contact information should include the following: name, title, address, e-mail, and phone number. References from the proposed development team should not be provided and will not be considered in the evaluation.
- Describe the status and nature of any bankruptcy, adverse regulatory action, professional disciplinary proceeding, any major lawsuit (\$500,000 or greater) or settlement that the architect, principal of the architect's organization (officers, directors, principal stockholders, general and limited partners, project managers), or architect's parent entity has been involved in within the past ten years.

Basic Development Concept

General Description

- Describe the proposed ownership and general financial structure to develop and operate the project.
- Describe the proposed branding for the hotel and the status of that brand by your organization for the project site.
- Describe the size and market mix for the project's potential market, detailing the demand originating from conventions and non-convention demand.
- State whether the "North Site A (Parking)", "North Site B (Vets)", or alternative site adjacent to the Iowa Events Center will be utilized within your proposal.
- If an alternative site adjacent to the Iowa Events Center is proposed, demonstrate your control of the site by including relevant documentation.

- Describe your proposed parking plan to replace existing parking displaced by the construction of the headquarters hotel and to accommodate additional demand generated by the hotel.
- Describe the key design characteristics and amenities included within your design concept that cater to the projected market described above.
- Provide a narrative description of how your proposal meets the stated development goals of the Polk County Board of Supervisors.
- Provide a narrative description of project development goals specific to the developer.
- Provide a narrative description of the proposed headquarters hotel including but not limited to, total gross building area, footprint, number of stories, number of rooms, number of bays, number and type of meeting rooms, number and size by seat of food and beverage facilities, recreational facilities, and any applicable phasing with stages outlined. Please provide market and additional research involved in the determination of this facility program.
- Provide a narrative description of the design and nature of the materials to be used within the project, including the factors considered in their selection.
- Provide a narrative description of the linkages between the headquarters hotel and the Iowa Events Center, both physically and aesthetically.
- Provide a narrative description of any other information that would be useful in understanding the nature of the proposed project.

Concept Design Description

Provide a complete description of program elements with associated space allocations and amenity levels. Additional description should be included for the following areas: food and beverage facilities, business center services, in-room technological amenities, the proposed parking facilities including the number of parking spaces, any street network modifications required, additional site usages including, but not limited to, office or retail space.

Concept Design Drawings

The following items should be presented at a concept level of detail, meaning adequate visual information to completely understand the design's intent, albeit unsuitable for construction documentation. Reproducible drawings should be included in two sets: one set sized at a 8 ½" * 11" size and the other sized at a 24" * 36" size.

- Site plan for each phase, illustrating building footprints, open spaces, general locations of pedestrian walkways, driveways, parking, service areas, major landscape features, and other areas deemed relevant by the respondent.
- Street level or ground to sky perspectives (reproducible line drawings) at each phase illustrating the proposed project from Hy-Vee Hall and Interstate 235.
- Building plans for each phase including the following areas: ground floor, mezzanine floor, main lobby (if other than ground floor or mezzanine floor), additional floors including the restaurant, function space, or other non-guestroom program elements, and the prototypical guestroom floor.

- Elevations for each phase including the exterior wall with the entrance or the wall most visible from Hy-Vee Hall, if that wall does not contain the entrance. Additional elevations may be included if deemed beneficial by the respondent.
- Sections for each phase including the organization of functions and spaces deemed beneficial by the respondent.

Project Schedule

Respondents shall provide a project schedule, from the developer selection through opening of the hotel to be consistent with the tentative development timeline. If a multi-phase or multi-site hotel development is proposed, please include the development schedule for each individual phase or site through project completion.

Financial Proposal

A detailed development budget including, but not limited to, all building costs, furniture, fixtures, and equipment costs, architecture and engineering fees, financing costs, the developer's fees, administrative fees, land acquisition fees, and site improvement costs should be presented.

Describe the proposed financing for the project's development stage including a narrative description of the proposed approach to funding the proposed development, with clear detail about financial responsibilities of the developer and operator. This description should include the following elements:

- Describe in detail the amount, nature and source of all proposed private equity contributions to project development, including without limitation, loans and credit enhancements, and material terms regarding said contributions and timing. A list of owners of interest and the associated percentages of ownership should be provided as well as available letters of intent.
- Identify any equity support and/or subordination of fees to be made by development team members to provide financial support for the project.
- Provide a plan and demonstrate ability for obtaining both the remaining equity capital and, as required, debt financing necessary to undertake the project's development, including the rates of return these sources are likely to require. Respondents are encouraged to present evidence of equity capital and debt financing commitments from financial institutions, partners, and other resources, as part of the response.

Describe the proposed financing for the project's operation with full description of underlying assumptions which should include the following elements:

- Development and operations pro forma for each financing plan.
- Net Operating Income for proposed hotel incorporating proposed financing plan. Any market studies or background information supporting the projected occupancy and rate levels should be provided.
- A statement of project revenues for the first ten years of operations, including the allocation of net operating income, proceeds from borrowings, and the hotel's residual value of the hotel in year 11.

- An analysis of the project's development cash flows and 10-year operations cash flows for the developer, operator and private investors. Based on these pro formas, respondents shall calculate appropriate financial performance criteria for each funding partner, including return on equity (cash-on-cash return) and internal rate of return (IRR). Respondents shall document all material assumptions and shall specify all hurdle rates required by the developer, operator and private investors.

Hotel Room Block Agreement

Provide a detailed description of any modifications or clarifications regarding the Hotel Room Block Requirements required as a condition of your proposal.

Please propose a detailed provision to be included in the Hotel Room Block Agreement regarding the strategy employed to ensure a competitive group rate for rooms booked under the Hotel Room Block Agreement.

Material Terms and Conditions

Provide a detailed description of any material terms or conditions not otherwise specified in your proposal which you will seek in the Development Agreement including assistance, financial or otherwise, provided by Polk County.

Insurance and Bond Requirements

Please refer to and complete the documentation specified in Appendix A: Polk County Insurance and Certificate Requirements. Failure to complete the documentation included in Appendix A will be deemed non-responsive and will result in a rejection of the submitted proposal.

Performance Bond for the faithful and timely completion of the entire proposal must be provided with a limit of 100 percent of the contract sum.

Provide a statement of agreement to stating a guaranteed completion date and, if financial incentives are proposed, a guaranteed maximum price supported by a performance bond or stated alternative for the full contract sum, including business loss to Polk County should the hotel fail to open by the committed opening date.

Provide demonstrated evidence that the development team has the capacity to provide the bond coverage presented above. This evidence can be substantiated using a letter of credit, a certificate, a surety, or similar instrument from a qualified firm for the required performance bond or additional evidence available to the respondent.

Award Procedures

Polk County will designate a Selection Committee for evaluation of all proposals from pre-qualified respondents received in conjunction with this RFQ and RFP. This Selection Committee will consist of five members appointed by the County Administrator.

The Selection Committee will evaluate and rate the proposals based on the factors described within the following Evaluation Criteria for Proposals. Additionally, the Selection Committee will also evaluate all presentations/interviews with pre-qualified candidates, to take place on March 8, 2007. The purpose of the presentations/interviews is to provide respondents additional means to present the appropriateness and distinctiveness of their proposal to the Selection Committee while also facilitating a caucus to discuss questions concerning the proposal and the overall candidacy of the respondents.

The Selection Committee's recommendation of the successful developer will be the most responsive and responsible respondent.

This RFQ and RFP does not commit Polk County to procure or award a contract for the scope of work described herein.

Following selection of the preferred developer presenting the most advantageous proposal by the Selection Committee, the Polk County Board of Supervisors will enter into a Memorandum of Understanding (MOU) with the developer as well as commence negotiations regarding the terms and conditions of the Development Agreement and the Hotel Room Block Agreement.

Evaluation Criteria for Proposals

The following will be used by the Selection Committee in evaluating proposals:

Development Team's Proven Ability

Respondents will be evaluated for their proven ability to successfully develop and operate a headquarters hotel including, but not limited to, the following factors:

- Experience of the firm(s) proposed to be assigned to the project in successfully developing, financing, designing, constructing, marketing, operating, and managing projects similar in size and scope to the project.
- Experience of the individuals(s) proposed to be assigned to the project in successfully developing, financing, designing, constructing, marketing, operating, and managing projects similar in size and scope to the project.
- Experience of the development firm and individuals in the successful development of convention center hotels.
- Demonstrated capability of principals to secure the financing necessary to develop and operate the proposed new or expanded hotel.

Project Scope and Quality

Respondents will be evaluated for the scope and quality of the proposed development, including, but not limited to, the following factors:

- Extent to which the proposed development meets Polk County's targeted objectives.
- Number of rooms proposed in first phase, and overall.
- The degree to which the size, functionality and quality of the proposed hotel will assist in marketing the Iowa Events Center to first-class convention and trade show events.
- The project's distinctiveness and overall quality.
- Transportation and pedestrian linkages and associated impacts.
- Physical and functional relationship to the Iowa Events Center and Hy-Vee Hall.

Financial and Business Terms

Respondents will be evaluated for the overall attractiveness of the proposed business terms including, but not limited to, the following factors:

- The degree that the proposal achieves the stated insurance coverage and bond requirements presented in Appendix A.
- The appropriateness of other conditions or limitations incorporated in the proposal.
- The level of assistance, financial or otherwise, from Polk County required by the development team in the execution of their proposal.
- The degree that the proposed construction schedule, applicable phasing, and completion date meet the needs of Polk County.
- The nature and amount of assurance provided regarding the completion of the project.

Miscellaneous

Respondent will be evaluated for other detailed factors impacting its candidacy in the RFP process not specifically detailed in the above factors.

RFP Responsiveness

Respondent will be evaluated for thorough, relevant and organized responsiveness to RFP.

RFP Presentations/Interviews

As part of the RFP selection process, pre-qualified candidates submitting a proposal will be required to present the salient aspects of their proposal in a presentation before the selection committee on March 8, 2007. At a minimum, a representative from the developer and the operator are required to attend the presentation. Presentation times will be scheduled with the pre-qualified respondents upon their notification of pre-qualified status.

The respondent's presentation shall take place within a one-hour time period. The information offered within the presentation should compliment the submitted proposal with emphasis on the factors detailed in the Evaluation Criteria. If additional information is requested by the Selection Committee following the submission of proposals, the request will be initiated prior to the presentation date and the respondent's presentation should address the supplementary information. 15 (fifteen) paper copies of presentation notes, PowerPoint slides, reproducible drawings, or other presentation aids should be provided at the presentation for the benefit of the Selection Committee and as references for consideration.

Following the conclusion of the one-hour presentation, a 30-minute question period will commence to address questions concerning the respondent's presentation. During this question period, additional interview questions concerning the development team's overall candidacy will also be posed by the Selection Committee.

Addenda and Supplemental Information

Addenda to the RFQ and RFP shall be provided to all respondents who remain competitive at that time should it become necessary to make revisions, request additional information, or respond to written inquiries relating to the RFQ and RFP.

It may be necessary for the Polk County Board of Supervisors to request supplemental information from individual respondents after proposals have been submitted and reviewed. Such information will be requested in writing to the specific respondent. This information will become a part of the original proposal submitted by the specific respondent and will be used by the Polk County Board of Supervisors in evaluating the proposal.

Rights Reserved by Polk County

Submission of proposals by pre-qualified respondents in the RFP stage acknowledges and accepts the following rights reserved by Polk County:

- Polk County will reserve the right to withdraw the RFQ and RFP before or after receiving submittals.
- Polk County reserves the right to issue a subsequent RFQ, RFP, cancel the entire RFQ and RFP, and/or remedy technical errors in the RFP process.
- Polk County reserves the right to not to proceed with the headquarters hotel project, in its entirety or as currently proposed, with no liability whatsoever to any respondents or prospective developers/operators, or to any other person or entity.
- Polk County reserves the right to accept the proposal which it finds most advantageous and its determination shall be final and conclusive.
- Polk County reserves the right to request further details, information, and assurances, including financial and disclosure data, relating to the purpose and the respondent including the respondent's affiliates, officers, directors, shareholders, partners, and employees as requested by the County in the discretion of each such party.
- Polk County will reserve the right, at its sole discretion, to accept or reject any and all proposals received as a result of this RFP, to waive minor irregularities found within responses, and to conduct discussions with all responsible respondents in any manner necessary, to serve the best interest of Des Moines.
- Polk County reserves the right in its sole discretion to recommend the approval of an MOU related to this RFQ and RFP.
- Polk County reserves the right to request additional information from any and all prospective respondents if deemed necessary to clarify any information submitted within the proposals.
- Polk County reserves the right to utilize additional information concerning the respondents to the RFP obtained outside of the respondent's proposal, including, but not limited to, primary market research and discussions with additional parties knowledgeable of the respondents' work, to inform their decision regarding the successful development team.
- Polk County reserves the right to specify additional terms and conditions at any point prior to or subsequent to proposal submissions.
- Polk County specifically reserves the right to receive a full indemnity running to the City of Des Moines.
- Polk County reserves the right to modify and approve the members of the final project Development Team.
- Polk County reserves the right to keep all RFP responses in connection with this RFQ and RFP, without restriction on future use.

- Polk County reserves the right to modify the selection process set forth in this RFQ and RFP upon written notification to all respondents who have not been rejected at the time of the modification.
- The laws of Iowa (Chapter 22, Code of Iowa) require that all proposals be placed in the public domain and be opened to inspection by interested parties. Trade secrets or proprietary information that are recognized as such and are protected by law may be withheld if clearly identified as such in the proposal. The entire proposal cannot be designated as proprietary or a trade secret. If a request is received to examine portions designated as proprietary or a trade secret, the County will notify the Proposer to permit the Proposer to defend the proprietary nature of the information.

RFP Administrative Procedures

RFP Conditions

RFP respondents fully acknowledge that an invitation to participate in the RFP stage is not a guarantee of a contract or development agreement.

Respondents acknowledge and agree that Polk County will not be liable for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liabilities incurred by the Development Team or any members thereof as a result of, or arising out of, submitting proposals, negotiating changes to such proposals, or due to Polk County's acceptance or non-acceptance of the proposal.

There will not be a final commitment by the Polk County Board of Supervisors until the Room Block Agreement, Development Agreement, and all other related agreements are fully executed.

Proposals are to be valid and irrevocable for a minimum period of two hundred and forty (240) days following final date for submission of proposals. This term may be extended by written mutual agreement between Polk County and the respondent in question.

By submitting a proposal in response to this RFP, the respondent represents compliance with all Federal, State and City laws, rules, regulations and ordinances applicable to its activities and obligations under this RFP and any agreements entered into with Polk County.

The respondent shall not offer any gratuities, favors, or anything of monetary value to any official or employee of the City and County or their respective advisors for the purpose of influencing consideration of a response to this RFP.

Responses to the RFP shall not be the product of collusion in any manner with other applicant(s) restricting or eliminating competition or otherwise restraining the competitive process. Violation of this instruction will cause the respondents' submittals to be rejected. The prohibition is not intended to preclude joint ventures or subcontracts.

All responses submitted must represent original work by the respondent. Copying, paraphrasing, otherwise using of substantial portions of the work product of another respondent is not permitted. Failure to adhere to this instruction will cause the response to be rejected.

Submission Procedure

All inquiries should be submitted by e-mail to Mr. Cliff Wobken, Polk County General Services Department, at the offices shown on the cover page of this RFQ and RFP. Pre-qualified candidates with questions relating to the RFP should submit their questions by e-mail to Mr. Cliff Wobken by February 20, 2007. A summary of all substantive questions and responses will be published in an addendum simultaneously released to all pre-qualified respondents by February 23, 2007. Polk County reserves the right to provide responses to questions that may arise after the deadline for questions in either stage.

The deadline for receipt of proposals is 5:00 PM on March 1, 2007 at the Polk County Department of General Services offices shown on page 1 of this RFP; 111 Court Avenue - Room #365, Des Moines, IA 50309. Proposals that are mailed or delivered by courier should allow sufficient time to ensure receipt by Polk County by the established deadline. Late proposals will not be accepted.

Respondents must submit fifteen (15) photocopies of their proposal in addition to the original (labeled accordingly) in an 8 ½" * 11" format. One (1) electronic copy of the proposal will also be required in Word Document (.doc) or Adobe Portable Document Format (.pdf) format with all financial and budget information being provided in Excel (.xls) format on compact disc (CD) media. The original proposal must be the actual document received by Polk County and must be clearly marked "Original." Faxed and e-mailed responses are unacceptable.

Respondents must submit their RFP response (original, CD and copies) in a sealed package. Any additional submissions or alternative RFP responses must be submitted in separate sealed packages and labeled accordingly.

PLEASE SIGN AND ATTACH TO YOUR ORIGINAL BID.

POLK COUNTY DEPARTMENT OF GENERAL SERVICES

BID NO. 309 – 07-08

HEADQUARTERS HOTEL AT

THE IOWA EVENTS CENTER

PROPOSAL FORM

The undersigned, an authorized representative of _____(bidder), does hereby state that the Bidder acknowledges, understands and certifies compliance with the following requirements.

A. NONCOLLUSION

This proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any other bidder, and that all statements in said proposal or bid are true.

B. EQUAL EMPLOYMENT AND NONDISCRIMINATION

Bidder and his subcontractors shall comply with the relevant provisions of federal, state and local laws and regulations to insure that no employee or applicant for employment is discriminated against because of race, religion, color, sex, age, national origin or disability.

The above statements regarding **NONCOLLUSION, EQUAL EMPLOYMENT AND NONDISCRIMINATION** are condensed versions of the requirements of this bid or proposal. The complete texts of these requirements are on file and may be examined at the Polk County Administrative Office Building, 111 Court Avenue, Room 365, Des Moines, Iowa.

I further acknowledge receipt of Addenda # _____ through # _____.

Name (Please Print) _____

Authorized Signature _____ Date _____

Title _____

Phone _____

FAX _____

POLK COUNTY GOVERNMENT
INSURANCE AND
CERTIFICATE REQUIREMENTS

REQUIREMENTS.

The contractor shall secure and maintain throughout the duration of this contract, insurance of such types and not less than the amounts specified herein. The Contracting Authority (**POLK COUNTY**) shall be named as "Additional Insured," using the following language: "**POLK COUNTY GOVERNMENT, its Elected Officials, Employees, Agents, and Assigns.**"

Insurance coverage will be considered acceptable when provided in one of the following methods:

The Contractor shall furnish the Contracting Authority with a proper Certificate of Insurance or affidavits executed by representatives of duly qualified insurance companies, doing business in IOWA for approval by the Contracting Authority.

The Certificate shall identify the following: the insurance company firm name and address; contractor firm name and address; insurance policy(s) number(s); policy period; type of policy and coverage; limits of coverage; description of operations covered; certificate holder/"Additional Insured"; and cancellation clause.

All certificates submitted for the purpose of complying with these specifications shall identify as the "Named Insured" the Contractor; and the Contracting Authority, its agents and representatives, as "Additional Insureds."

This requirement shall apply with equal force, whether the work is performed by (1) persons employed directly by the Contractor, (2) by a subcontractor, or (3) by an independent contractor.

Regardless of such approval by the Contracting Authority, it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times, and failure to do so shall not relieve the Contractor of any contractual obligation or responsibility. Failure on the part of the Contractor to maintain this insurance in full effect will be treated as such by the Contracting Authority. Failure on the part of the Contractor to comply with the requirements of this article will be considered sufficient cause to suspend the work, withhold payment(s), and/or be disqualified from receiving further contract awards.

Insurance policies filed with the Contracting Authority shall state that thirty (30) calendar days prior written notice will be given to the Contracting Authority before any policy covered thereby is changed or canceled.

Evidence of insurance coverage as identified and stipulated by these specifications shall be approved by the Contracting Authority prior to any work being performed by the Contractor, subcontractor(s), or agents of the Contractor.

TYPES OF INSURANCE

A. Workers' Compensation and Employers' Liability. This insurance shall protect the Contractor against all claims under Iowa Workers' Compensation Law. The Contractor shall also be protected against claims for injury, disease, or death, or employees which for any reason, may not fall within the provisions of the Workers' Compensation Law. The insurance requirements shall not be less than the following:

1. Workers' Compensation – Statutory
2. Employers' Liability
 - a. \$500,000 Per Accident
 - b. \$500,000 Disease, Policy Limit
 - c. \$500,000 Disease, Each Employee

B. Commercial General Liability. This insurance shall be written in comprehensive form and shall protect the Contracting Authority against all claims arising from injuries to any person or damage to property of others arising out of any negligence of the Contractor.

The Contractor shall provide and maintain insurance coverage to protect the Contracting Authority against any and all claims for damages for personal injury, including accidental death, as well as from claims under this contract, whether such operations be performed by the Contractor or any subcontractors, or by one directly or indirectly employed by the Contractor or any subcontractors.

The liability limits shall not be less than the following:

General Aggregate	\$ 2,000,000
Products-Completed Operations Aggregate	2,000,000
Personal & Advertising Injury	1,000,000
Each Occurrence	1,000,000
Fire Damage (Any one Fire)	100,000
Medical Expenses (Any One Person)	5,000

C. Professional Liability (Errors & Omissions). Contractor will maintain, at its expense: Professional Liability Insurance in the amount of **\$2,000,000** including coverage for errors and omissions caused by Contractor's negligence in the performance of its duties under this agreement. **(OPTIONAL COVERAGE)**

- A. **Automobile Liability.** This insurance shall be written in comprehensive form and shall protect the Contractor against all claims for the operation of motor vehicles, whether they are owned, non-owned, or hired, by or on behalf of the Contractor.

The liability limits shall not be less than the following:

\$1,000,000 per accident

- E. **Excess Liability Umbrella.** The Contractor shall procure and maintain, during the life of this contract **\$10,000,000 Excess Liability Coverage (Umbrella).** This coverage is over and above the underlying coverage of \$1,000,000/\$2,000,000 the General Liability and Automobile & Employers Liability.
- F. **Builder's Risk Insurance.** Coverage must be equal to 100 percent replacement cost of all proposed construction
- G. **Subcontractors.** The contractor shall require that any of its agents and / or subcontractors, who perform work and/or services pursuant to the provisions of this contract, meet the same insurance requirements as are required of the prime contractor.
- H. **Performance Bond.** A bond for the faithful and timely completion of the entire proposal must be provided with a limit of 100 percent of the contract sum

MISCELLANEOUS.

- A. **Cost of Insurance.** The Contracting Authority shall make no direct payments to the Contractor for any costs associated with securing, maintaining, and/or providing the insurance coverage required by the Contract Department. All costs of such coverage shall be included in the prices bid and no additional payments for such costs shall be made.
- B. **Personal Liability of Public Officials.** In carrying out any of the provisions of the contract, or in exercising any power or authority granted to any agent or representative of the County Board thereby, there shall be no liability upon such agent or representative, including the engineer or authorized assistants, either personally or as an official of the County Board, it being understood that in such matters they act as the agent and representative of the County Board.
- C. **Non-Waiver of Legal Rights.** The Contracting Authority shall not be precluded or estopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment thereof, from showing the true amount and character of the work performed and the materials furnished by the Contractor, or from showing that such measurement, estimate, or certificate is untrue or incorrectly made or that the work or materials do not in fact conform to the contract.

The Contracting Authority shall not be precluded or estopped, notwithstanding any such measurement, estimate, or certificate and payment in accordance therewith, from recovering from the Contractor and Surety such damages as it may sustain by reason of failure to comply with the terms of the contract. Neither the acceptance by the Contracting Authority, nor any representative(s), nor payment for acceptance of the whole or any part of the work, nor any extent of time, nor any possession taken place by the Contracting Authority shall operate as a waiver of any portion of the contract, or any powers herein reserved, or any right to damages herein provided. A waiver of any breach of the contract shall not be held to be a waiver of any other subsequent breach.

- D. Litigation for Claims and Save Harmless Clause.** The Contractor shall indemnify and hold harmless the Contracting Authority, Board of Supervisors, Elected Officials, Employees, Agents, and Assigns from all suits, actions, or claims of any character brought because of any injuries or damages received or sustained by any person(s), or property because of any act, omission, or neglect in safeguarding or performing the work, or through use of unacceptable materials in constructing the work.

The Contractor shall also hold the Contracting Authority, Board of Supervisors, Elected Officials, Employees, and their Assigns harmless from all claims for damages arising from any neglect, default, or mismanagement or omission of the Contractor, any subcontractor(s), agent, or employee in the performance of any duties imposed by this contract, or by law. If any litigation on account of such claims shall be commenced against the Contracting Authority, Board of Supervisors, Elected Officials, Employees, Agents, or Assigns, the Contractor, upon notice thereof from the Contracting Authority, shall defend the same at their cost and expense; and the record of any judgement rendered against the Contracting Authority, Board of Supervisors, Elected Officials, Employees, Agents, or Assigns to recover the full amount thereof, with interest and costs, and attorney's fees incurred by said Contracting Authority. The right of action therefore shall accrue to the Contracting Authority as soon as judgement shall have been rendered, whether the Contracting Authority shall have paid the amount or not.

**POLK COUNTY GOVERNMENT
CERTIFICATE OF INSURANCE**

REQUIREMENTS.

Certificates of Insurance are required on every contract to show proof of adequate insurance. A Certificate shall be submitted with each set of contract documents to the Risk Manager for review. Contract documents will not be submitted to the Board of Supervisors for execution until the Certificate of Insurance is correct and has received staff approval. The Certificate(s) must specifically identify the project (No yearly or all – project certificates will be accepted), and show **POLK COUNTY GOVERNMENT, its Elected Officials, Employees, Agents, and Assigns**, as “Additional Insured.”

The following statements are requirements and should aid in the preparation of an acceptable certificate. The statement numbers refer to the circled numbers on the sample certificate.

1. The name of the producer with complete address, zip code, and telephone number.
2. The Name of the Insured with complete address, zip code, and telephone number.
3. The issue date must be complete.
4. The insurance companies affording coverage must be named and approved by the Insurance Commission of the State of Iowa. The Company letters (4a) must be placed along the corresponding insurance coverages (4b).
5. All Certificates shall state that XCU Coverage is included. (If applicable) The limits listed below are minimum acceptable limits. The Insurance Agent should review the Contract Special Provisions for each project, and verify with **POLK COUNTY RISK MANAGEMENT** that the insurance requirements have not been changed, as limits may vary from project to project.
6. General Liability:

General Aggregate	\$2,000,000
Product Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (Any one fire)	\$100,000
Medical Expense (Any one person)	\$5,000
7. Professional Liability (Optional) \$2,000,000
8. Automobile Liability:

Each Accident	\$1,000,000
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9. Workers' Compensation:
Statutory Benefits
Employers' Liability (Coverage B) \$500,000
10. Excess Liability Umbrella \$10,000,000
11. **Builder's Risk Insurance**
a. Equal to 100 percent of replacement cost of all construction
12. **Performance Bond**
a. For the faithful and timely completion of the entire proposal with a limit of 100 percent of the contract sum
13. Policy numbers for all policies must be included
14. Policy effective dates for all policies must be included
15. Policy expiration dates must be included.
16. Description of Operations: The Project Name and Work Order Number must be shown. All contracts require **"POLK COUNTY GOVERNMENT, its Elected Officials, Employees, Agents, and Assigns"** to be additionally insured.
17. **POLK COUNTY GOVERNMENT** must clearly and explicitly be shown as the Certificate Holder.
18. The Cancellation Clause must read exactly as follows:

"Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the certificate holder named to the left."
19. All certificates of insurance must be signed by an authorized representative.
20. In order to preserve the governmental immunities available as defenses to contractor (or Licensor) and its officials and employees, any insurance policy must contain an endorsement with the following language:

"The Company and the Insured expressly agree and state that the purchase of this policy of insurance by the Insured does not provide coverage for torts specified in Iowa Code 670.4, and that the Insured does not waive any of the defenses of governmental immunity available to the Insured under Iowa Code 670.4 as it now exists and as it may be amended from time to time. The Company and the Insured further expressly agree and state that the Insured may, at any time, assert any of the governmental immunity defenses available to it without affecting the coverage afforded under this policy."

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED	INSURERS AFFORDING COVERAGE	NAIC #
	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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