# MINUTES OF THE 31st MEETING OF THE CONVENTION CENTER AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE & DAVIDSON COUNTY

The 31st meeting of the Convention Center Authority of the Metropolitan Government of Nashville and Davidson County (CCA) was held on July 12, 2012 at 8:04 a.m., in Room 206 at the Nashville Convention Center, Nashville, Tennessee.

**AUTHORITY MEMBERS PRESENT:** Mark Arnold, Marty Dickens, Francis Guess, Ken Levitan, Willie McDonald, Luke Simons, Mona Lisa Warren, and Leo Waters and Vice-Mayor Diane Neighbors, Ex-Officio

**AUTHORITY MEMBERS NOT PRESENT:** Vonda McDaniel

**OTHERS PRESENT:** Larry Atema, Rich Riebeling, Charles Starks, Charles Robert Bone, Barbara Solari, Terry Clements, Derek Schujahn, Ryan Johnson, Bill Martin, Ed Henley, Gary Schalmo, Patrick Holcombe, Kristen Heggie, Roxianne Bethune, Holly McCall, Sharon Hurt, Tony Holt, Peter Heidenreich, Rich Boyd, Todd Davis, Bob Lackey, and Natasha Blackshear. In addition other members of the general public were present.

The meeting was opened for business by Chairman Marty Dickens who stated that a quorum was present.

**ACTION:** Appeal of Decisions from the Convention Center Authority of the Metropolitan Government of Nashville and Davidson County – Pursuant to the provisions of § 2.68.030 of the Metropolitan Code of Laws, please take notice that decisions of the Convention Center Authority may be appealed to the Chancery Court of Davidson County for review under a common law writ of certiorari. These appeals must be filed within sixty days after entry of a final decision by the Authority. Any person or other entity considering an appeal should consult with private legal counsel to ensure that any such appeals are timely and that all procedural requirements are met.

Mr. Dickens announced that the next scheduled meeting of the CCA would be August 2, 2012 at 8:00am.

**ACTION:** Ken Levitan made a motion to approve the 30th Meeting Minutes of June 7, 2012. The motion was seconded by Luke Simons and approved unanimously by the Authority.

**ACTION:** Willie McDonald made a motion to re-elect Marty Dickens as Chairman, Vonda McDaniel as Vice-Chair, and Mona Lisa Warren as Secretary/Treasurer for the upcoming year. The motion was seconded by Francis Guess and approved unanimously by the Authority.

It was noted that committee assignments would remain the same.

Mona Lisa Warren was asked to report on the Marketing & Operations Committee meeting.

Cushion Employer Services were then asked to report on their compensation and benefit study for the Music City Center. (Attachment #1 and #2) There was discussion.

**ACTION:** Luke Simons made a motion to receive the Cushion Employer Services study and requesting additional information from Cushion and that the Marketing & Operations committee and Finance & Audit committee work with Charles Starks to determine what aspects to implement. The motion was seconded by Leo Waters and approved unanimously by the Authority.

Charles Starks then reported on upcoming positions to be filled. (Attachment #1) There was discussion.

At this time the Authority scheduled a meeting for Thursday, July 19, 2012 and Chairman Dickens requested Mona Lisa Warren or another designee from the Marketing & Operations committee review the additional information from Cushion before that meeting.

Charles Starks then gave a technology update. (Attachment #1)

**ACTION:** Leo Waters made a motion (accepting the recommendation of the Marketing & Operations committee) authorizing Mr. Starks, on behalf of the Convention Center Authority, to enter into subsequent contracts with Presidio Network Solutions for this work, which would include the purchase of certain equipment and technology from vendors approved by Metro Government in an amount not to exceed $985,000. The motion was seconded by Luke Simons and approved unanimously by the Authority.

Charles Starks gave an RFP update. (Attachment #1)

Charles Starks then discussed the Memorandums of Understanding for American Trucking and Hearth Patio Barbecue Association. (Attachment #3 and #4)

**ACTION:** Leo Waters made a motion to approve the Memorandums of Understanding with Hearth Patio and Barbecue Association and the American Trucking Association, and authorizing Charles Starks to take the necessary actions to enter into the Memorandums of Understanding. The motion was seconded by Luke Simons and after discussion was approved unanimously by the Authority with Francis Guess abstaining due to a conflict of interest.

Charles Starks gave a tax collection update. (Attachment #1)

Mona Lisa Warren was then asked to give an art update. (Attachment #5) There was discussion.

**ACTION:** Francis Guess made a motion accepting the recommendations from the Public Art Committee for the 36 Recommended Artists and 12 Invited Artists and authorizing the project staff to begin the process for the ultimate installation of such art, including reviewing, acquiring, framing and storing such art. The motion was seconded by Leo Waters and approved unanimously by the Authority.

Leo Waters was asked to discuss the RFP for the Grand Lobby. (Attachment #6) There was discussion and Charles Robert Bone noted a couple of updates to the document, including a small business component.

**ACTION:** Leo Waters made a motion approving the issuance of a Request for Proposal to solicit proposals for a Demonbreun Street Lower Lobby exhibit and hereby (i) authorizing Larry Atema to sign any document related to the issuance of the RFP and (ii) approving the previously appointed committee to serve as the selection committee for the purposes of selecting the proposal that is most appropriate for the Music City Center. The motion was seconded by Luke Simons and after discussion approved unanimously by the Authority.

Due to time constraints there was not a financial or DBE report.

With no additional business a motion was made to adjourn, with no objection the CCA adjourned at 10:15 a.m.

Respectfully submitted,

Charles L. Starks
Executive Director
Nashville Convention Center

Approved:

Marty Dickens, Chairman
CCA 31st Meeting Minutes
of July 12, 2012

## Convention Center Authority

July 12, 2012

## Appeal of Decisions

**Appeal of Decisions from the Convention Center Authority** – *Pursuant to the provisions of 2.68.030 of the Metropolitan Code of Laws, please take notice that decisions of the Convention Center Authority may be appealed to the Chancery Court of Davidson County for review under a common law writ of certiorari. These appeals must be filed within sixty days after entry of a final decision by the Authority. Any person or other entity considering an appeal should consult with private legal counsel to ensure that any such appeals are timely and that all procedural requirements are met.*

## *Happy Birthday!!!*

Francis Guess – June 14th

Leo Waters – July 24th

## Marketing & Operations Committee

# Convention Center Authority

Compensation and Benefits
July 12, 2012

## Agenda

- Scope of Service
- Market Breakouts
- Total Compensation Strategy and Philosophy
- Group Health and Welfare Benefits
- Paid Time Off
- Retirement Plans
- Company Perks
- Reward Programs
- Pay Rates

## Scope of Service

- Perform a market study of total compensation in the hospitality industry (compensation and benefits) nationally, regionally and locally within the Music City Center job classifications and descriptions
- Based on an analysis of collected data and Cushion's experience assist the convention center management and CCA with developing a total compensation strategy and philosophy
- Recommend salary, benefit plans, company perks and reward programs

## Market Breakout

- Geographic
  - National
  - South Region
  - Statewide
  - Metropolitan Areas
- Hospitality Industry
  - Convention Centers
  - Hotels
  - Resorts
  - Casinos

## Total Compensation Strategy and Philosophy

- Attracting Quality Employees
- Encouraging Employee Retention
- Benefits and Company Perks
- Rewards for Performance

## Group Health and Welfare Benefits

- Continue to provide all allowable benefits from Metro
- Keep eligibility and requirements in tact
- Offer Flexible Spending Account (FSA)

## Paid Time Off Benefits

- **Vacation**
  - 0 thru 1 year — 40 hours
  - 2 thru 4 years — 80 hours
  - 5 thru 10 years — 120 hours
  - 11 years and beyond — 160 hours

  Recommended maximum carryover of 80 hours
- **Sick/Personal Days (12)**

  Recommend combining sick and personal days; accrue 1 day per month with a maximum carryover of 24 days; 3 days could be used for personal reasons.
- **Holidays (10)**

| | | | |
|---|---|---|---|
| New Year's Day | Independence Day | Day after Thanksgiving | 1 Floating Holiday |
| Martin Luther King Birthday | Labor Day | Christmas Eve Day | |
| Memorial Day | Thanksgiving Day | Christmas Day | |

## Retirement Plans

- **457(b) Deferred Contribution Plan:**
  - Employee contributes to individual Deferred Compensation Plan for retirement
  - all employee contribution no employer matches
- **Tiered 401(k) Defined Contribution Plan:**
  - Employer matches 100.0% up to 3% of an employee's salary
  - Employer matches 50.0% up to 5% of an employee's salary
  - Vesting

| Years of Service | 1 | 2 | 3 | 4 | 5 | 6 |
|---|---|---|---|---|---|---|
| Vesting Portion | 0% | 20% | 40% | 60% | 80% | 100% |

## Company Perks

- Tuition Assistance
- Employee Assistance Program (EAP)
- Identity Theft Protection (Employee Contribution)
- Parking Assistance
- Uniforms

## Rewards Programs

*(Incentive Program)*

Identification and Selection of Incentive-Eligible Positions

- Motivates executive and senior level staff to **exceed** established goals and objectives
- Significantly contributes toward achievement of major organization-wide objectives
- Includes only executive management and senior leadership

## Rewards Programs

*(Incentive Program)*

Performance Measures

- Based on both organizational and individual performance factors
- Effective and true incentive plans must apply the "stretch"
- Organizational and individual objectives must be set above and beyond standard goals and expectations
- Plan must have a minimum, target and maximum amount tied to a percentage of base salary
- Should seek to minimally apply the most commonly used organizational performance measurement criteria

## Rewards Programs

*(Incentive Program)*

Criteria to Determine the Award Amount

- Must be enough to instigate motivation
- Must be treated as a special reward for above average individual and organizational performance
- The amount paid for the participant achieving targeted performance levels
- The maximum award is paid for exceeding the targeted performance levels

## Rewards Programs

*(Bonus Program)*

- Bonus award is paid out after the organization-wide "stretch" targets are achieved
- Individual's performance is rated at least satisfactorily based on the performance appraisal system
- Not promised to the employee in advance

## Pay Rates

### What Are Percentile Wages

Percentile wage is the estimated value of a wage below which a certain percent of workers fall.

- Example of a percentile wage:

| Percentile | 25% | 50% Median | 75% |
|---|---|---|---|
| Annual Wage | $31,200 | $41,600 | $49,920 |

This example indicate that:

- 25% earn less than $31,200; 75% earn more than $31,200
- 50% earn less than $41,600; 50% earn more than $41,600
  - The 50th percentile is called the Median
- 75% earn less than $49,920; 25% earn more than $49,920

## Executive Director Position

**Goal: Attract and Retain**

| Percentile | 25% | 50% Median | 75% |
|---|---|---|---|
| Executive Director | $183,600 | $189,200 | $210,900 |

**75th Percentile**

CUSHION
*Employer Services*

## POSITIONS TO BE FILLED - AUGUST

- Engineering Manager
- Director of Facilities
- Director of Purchasing DBE

## POSITIONS TO BE FILLED - SEPTEMBER

- Director of Technology
- Director of Safety & Security

## POSITIONS TO BE FILLED - OCTOBER

- Senior Event Manager
- Director of Operations
- Set-up Manager
- Engineering Manager
- Engineering Technician
- Technology Manager
- Technology Supervisor
- Assistant Director of Finance & Administration
- Accounting Clerk

## POSITIONS TO BE FILLED - NOVEMBER

- Administrative Assistant – Operations
- Training Coordinator
- Safety & Security Manager
- Exhibitor Services Manager

## POSITIONS TO BE FILLED - DECEMBER

- Housekeeping Manager
- Engineering Technician
- Network Technician
- Safety & Security Supervisor
- Parking Services Supervisor

**Note: Additional F&B positions not included

## TECHNOLOGY UPDATE

| Items | Cost |
|---|---|
| Wireless | $398,864 |
| Phone System | $174,796 |
| Servers | $215,000 |
| Employee Equipment | $128,700 |
| Misc. Equipment, Cables, Connectors | $67,640 |
| Total: | $985,000 |

## RFP UPDATE

- Food and Beverage RFP being evaluated
- DAS being evaluated

**Upcoming RFP's**

- Audio Visual
- Security
- Contract Labor
- EMTs
- Valet Parking
- Housekeeping
- Pouring Rights

## MCC/Hotel Tax Collection

As of April 30, 2012

| | 2/5 of 5% Occupancy Tax | Net 1% Occupancy Tax | $2 Room Tax | Contracted Vehicle Tax | Rental Vehicle Tax | Total | Variance to FY 10-11 |
|---|---|---|---|---|---|---|---|
| July | $960,196 | $372,222 | $960,066 | $41,145 | $107,934 | $2,421,562 | 23.11% |
| August | $897,060 | $363,000 | $887,063 | $60,318 | $107,306 | $2,294,736 | 40.63% |
| September | $903,843 | $362,054 | $845,285 | $62,147 | $108,239 | $2,261,568 | 25.84% |
| October | $1,061,177 | $400,434 | $929,113 | $61,800 | $106,977 | $2,559,501 | 33.36% |
| November | $838,897 | $325,687 | $784,524 | $35,001 | $94,598 | $2,078,706 | 18.71% |
| December | $796,323 | $306,905 | $736,959 | $60,979 | $84,167 | $1,986,333 | 4.07% |
| January | $696,875 | $267,686 | $686,086 | $44,433 | $76,048 | $1,770,128 | 11.46% |
| February | $788,032 | $316,666 | $763,659 | $60,504 | $83,322 | $1,991,983 | 15.72% |
| March | $1,120,674 | $435,394 | $1,010,229 | $46,912 | $106,497 | $2,719,606 | 22.42% |
| April | $1,010,564 | $395,902 | $899,764 | $62,244 | $105,512 | $2,473,976 | 6.20% |
| May | | | | | | | |
| June | | | | | | | |
| YTD Total | $9,063,619 | $3,625,860 | $8,481,647 | $505,483 | $980,599 | $22,557,099 | 19.76% |

These numbers are still subject to change by Metro/Division of Accounts Auditors

# MCC/Hotel Tax Collection

***April Total Tax Collections***

| | 2011 | 2012 | Variance |
|---|---|---|---|
| 5% Occupancy Tax | $2,360,816 | $2,526,385 | 7.01% |
| Gross 1% Occupancy Tax | $472,163 | $505,277 | 7.01% |
| $2 Room Tax | $887,741 | $899,764 | 1.35% |
| Contracted Vehicle | $42,534 | $62,244 | 46.34% |
| Rental Vehicle | $94,714 | $105,512 | 11.40% |
| $.50 Room Tax | $221,935 | $224,944 | 1.36% |
| **Total Collections** | **$4,079,904** | **$4,324,126** | **5.99%** |
| **Total YTD Collections** | **$31,895,273** | **$39,278,368** | **23.15%** |

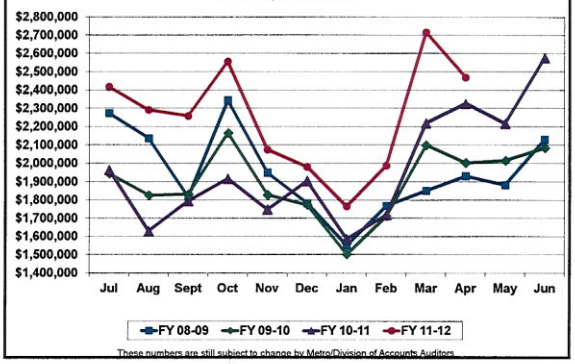
***MCC Portion of April Tax Collections***

| | 2011 | 2012 | Variance |
|---|---|---|---|
| 2/5 of 5% Occupancy Tax | $944,326 | $1,010,554 | 7.01% |
| Net 1% Occupancy Tax | $360,150 | $395,902 | 9.93% |
| $2 Room Tax | $887,741 | $899,764 | 1.35% |
| Contracted Vehicle | $42,534 | $62,244 | 46.34% |
| Rental Vehicle | $94,714 | $105,512 | 11.40% |
| **MCC Collections** | **$2,329,465** | **$2,473,976** | **6.20%** |
| **MCC YTD Collections** | **$18,834,501** | **$22,557,098** | **19.76%** |

These numbers are still subject to change by Metro/Division of Accounts Auditors

# MCC Tax Collections

As of April 30, 2012

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Project Update

# Convention Center Authority

July 12, 2012

## Key Position Pay Rates

| Position Title | Recommended Pay Rate | Nashville Average Rate ($000) | Tennessee Average Rate ($000) | Southern Average Rate ($000) | National Average Rate ($000) |
|---|---|---|---|---|---|
| ADMINISTRATION | | | | | |
| Executive Director | 210.9 | 202.7 | 189.6 | 204.7 | 219.2 |
| Director of Human Resources | 92.8 | 88.3 | 87.8 | 102.1 | 112.2 |
| **MARKETING & PUBLIC RELATIONS** | | | | | |
| Marketing and Public Relations Manager | 74.0 | 72.3 | 68.8 | 70.6 | 81.4 |
| **DEPUTY DIRECTOR** | | | | | |
| Deputy Director | 155.3 | 151.8 | 144.3 | 150.0 | 167.3 |
| **SALES** | | | | | |
| Director of Sales | 127.8 | 118.8 | 115.5 | 119.4 | 132.8 |
| **EVENT & GUEST SERVICES** | | | | | |
| Director of Event Services | 92.4 | 89.9 | 86.4 | 91.7 | 98.3 |
| **OPERATIONS** | | | | | |
| Director of Operations | 124.6 | 118.8 | 119.1 | 122.2 | 131.1 |
| **ENGINEERING SERVICES** | | | | | |
| Director of Engineering | 111.0 | 104.4 | 100.6 | 107.4 | 118.9 |
| **Facilities** | | | | | |
| Director of Facilities | 85.6 | 81.4 | 80.1 | 83.8 | 96.6 |
| **Technology Services** | | | | | |
| Director of Technology | 107.5 | 101.4 | 99.7 | 103.2 | 111.5 |
| **Safety & Security** | | | | | |
| Director of Safety & Security | 78.5 | 66.9 | 68.4 | 74.1 | 83.7 |
| **FINANCE & ADMINISTRATION** | | | | | |
| Director of Finance & Administration | 124.6 | 120.2 | 118.3 | 119.5 | 138.1 |
| **FOOD & BEVERAGE SERVICES** | | | | | |
| Director of Food & Beverage | 123.5 | 107.1 | 90.8 | 121.1 | 129.7 |

**Comparison of Time-Off, Retirement and Company Perks**

| Vacation (Amounts are in Hours Unless Noted) | Recommended | Metro Gov't | Tennessee Gov't | Southeast | National | Peer |
|---|---|---|---|---|---|---|
| 0-1 Yr | 40 | 80 | 120 | 67.3 | 70.4 | 50 |
| 2-4 Yr | 80 | 80 | 120 | 76.5 | 80.5 | 80 |
| 5-10 Yr | 120 | 120 | 144 | 116.3 | 119.4 | 120 |
| 11+ Yr | 160 | 200 | 186 | 150 | 153.1 | 160 |
| CarryOver | 10 Days | 3x's Earned Rate | 42 days | 10 Days | 10 Days | 12 Days |

| Sick/Personal Days (Amounts are in Days) | Recommended | Metro Gov't | Tennessee Gov't | Southeast | National | Peer |
|---|---|---|---|---|---|---|
| Number of Days | 12 | 12 | 12 | 10 | 10.4 | 10.7 |
| Maximum Carryover Days | 24 | 120 | Unlimited | 21 | 21 | 24 |

| Holidays (All Amounts are in Days) | Recommended | Metro Gov't | Tennessee Gov't | Southeast | National | Peer |
|---|---|---|---|---|---|---|
| Number of Holidays | 10 | 10 | 11 | 8 | 9 | 9 |

| Retirement Plans (% that have) | Recommended | Metro Gov't | Tennessee Gov't | Southeast | National | Peer |
|---|---|---|---|---|---|---|
| Offer 457b and/or 401K Plans | Yes | Yes | Yes | 82% Offers | 85% Offers | 75% Offers |
| Other Retirement Plans | | Yes | Yes | | | |
| 401K Matching Formulas | Up to 4.5% of Salary | Do Not Offer | Match up to $50 Per month | 54.4% contribute up to 4.5% | 65.4% contribute up to 4.5% | 85% Contibute up to 4.5% |
| 401K Vesting Schedule | 5 Years | N/A | Immediate Vesting | 62.4% offer vesting of 3 or more years | 63.8 offer vesting of 3 or more years | 75% offer vesting of 5 or more Years |

| Company Perks | Recommended | Metro Gov't | Tennessee Gov't | Southeast | National | Peer |
|---|---|---|---|---|---|---|
| | Tuition Assistance | EAP | Uniforms | Tuition Assistance | Tuition Assistance | Tuition Assistance |
| | EAP | Long Term Care | Parking | EAP | EAP | EAP |
| | ID Theft | | EAP | Parking | Parking | Parking |
| | Parking | | Tuition Assistance | Uniforms | Uniforms | Uniforms |
| | Uniforms | | Uniforms (select group) | | ID Theft | |
| | | | | | Car Rental/Hotel Discounts | |
| | | | | | Movie Ticket Discounts | |
| | | | | | Cafeteria Discounts | |

# MEMORANDUM OF UNDERSTANDING

## BETWEEN THE CONVENTION CENTER AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY AND THE TECHNOLOGY & MAINTENANCE COUNCIL OF THE AMERICAN TRUCKING ASSOCIATION

This Memorandum of Understanding (this "Agreement"), effective as of the ____ day of July, 2012 (the "Effective Date"), is by and between **THE CONVENTION CENTER AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY** (the "Convention Center Authority") and the **TECHNOLOGY & MAINTENANCE COUNCIL OF THE AMERICAN TRUCKING ASSOCIATION** ("ATA"). (The Convention Center Authority and ATA are collectively referred to herein as the "Parties.")

W I T N E S S E T H:

WHEREAS, the Convention Center Authority has undertaken the construction of a new convention center, including an approximate 350,000 square foot exhibit hall, approximately 75,000 square feet of ballroom space (consisting of a 57,000 square foot grand ballroom and an 18,000 square foot junior ballroom), approximately 90,000 square feet of meeting rooms, and 31 loading docks ("Music City Center"), to be owned and operated by the Convention Center Authority;

WHEREAS, on or about June 19, 2009, ATA and the Nashville Convention & Visitors Bureau ("NCVB") entered into a Letter of Commitment reserving the Music City Center and approximately 300,000 square feet of exhibit space for its Annual Meetings during each of the years 2013-2017;

WHEREAS, ATA and NCVB entered into an Addendum to the Letter of Commitment reflecting certain date changes for the 2015 and 2016 Annual Meetings;

WHEREAS, the Parties have determined that it is unlikely that the construction of the Music City Center will be substantially completed within a schedule that will allow the ATA to properly market, host and plan its 2013 Annual Meeting;

WHEREAS, as a result, the Parties have agreed that it is in their mutual best interest for ATA's 2013 Annual Meeting to remain in Nashville, Tennessee, but be relocated to the Gaylord Opryland Hotel and Convention Center;

WHEREAS, the construction of the Music City Center is scheduled to be substantially completed by April 30, 2013 and in any event by a date thereafter, which shall allow the ATA to properly market, host and plan its 2014-2017 Annual Meetings as set forth herein;

THEREFORE, in consideration of the duties, covenants and obligations of the other hereunder, and for other good and valuable consideration, the Convention Center Authority and ATA hereby agree as follows:

1. Duties and Responsibilities of Convention Center Authority. In lieu of the cancellation remittance program set forth in Section III of the Letter of Commitment and in consideration for moving the 2013 Annual Meeting, the Convention Center Authority hereby agrees to –

[i] reduce the rent for years 2015-2017 from $35,000.00 per year to $0.00 per year; and

[ii] pay $110,000.00 in full and final settlement to cover the cancellation fee and to assist ATA with the expenses necessary to allow for the relocation of the 2013 Annual Meeting and to cover those expenses that would not have been necessary had the 2013 Annual Meeting remained at the Music City Center, with an initial payment of $70,000.00 due on or before August 1, 2012 and a final payment of $40,000.00 due on or before October 1, 2012.

2. Duties and Responsibilities of ATA. In consideration for the payments and remuneration set forth above, ATA agrees to –

[i] hold their Annual Meetings at the Music City Center during the following dates: March 9-14, 2014, February 14-19, 2015, February 27-March 3, 2016, and March 11-16, 2017;

[ii] adhere to the food and beverage minimums and guarantees set forth in the Letter of Commitment for the Annual Meetings set forth in Section 2[i] above; and

[iii] provide an exhibit booth to the Convention Center Authority or its designee or assignee for the 2013 Annual Meeting.

3. Governing Law and Venue. The validity, construction and effect of this Agreement and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Any action between the parties arising from this Agreement shall be maintained in the courts of Davidson County, Tennessee.

4. Execution in Counterparts. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts (including by facsimile or electronic transmission (pdf) file), each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement (and all signatures need not appear on any one counterpart).

5. Ratification and Full Force and Effect. In the event any of the terms or provisions of this Agreement conflict in any way with any of the terms or provisions of the Letter of Commitment or the addendum thereto, the applicable terms and provisions of this Agreement shall control. Except as provided for herein, all terms, provisions and conditions of the Letter of Commitment, including the addendum thereto, shall remain in full force and effect, including the incentives to be provided for by the NCVB. No further modification or alteration of the Letter of

Commitment or this Agreement in any respect shall be binding unless evidenced by an agreement in writing signed by the applicable parties.

6. Authorized Representatives; Approval. Any action required of or permitted to be taken by any of the Parties hereto may be performed by an authorized representative of the respective party without further action by the governing body of such party. Further, each party shall cooperate with the other party and provide such assistance as reasonably necessary or requested in connection with the fulfillment of each party's respective obligations under this Agreement and Letter of Commitment. Such cooperation shall include, without limitation, the best efforts of both parties to cause the cooperation and assistance of each party's respective employees, agents, consultants, contacts and principals.

IN WITNESS WHEREOF, the Convention Center Authority and ATA hereby execute this Agreement on the first date set forth above, to be effective as of the first day written above.

**THE CONVENTION CENTER AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

By: _____
Executive Director

Date: _____

**AMERICAN TRUCKING ASSOCIATION**

By: _____

Name: _____

Title: _____

Date: _____

ACKNOWLEDGED AND AFFIRMED BY:

**NASHVILLE CONVENTION & VISITORS BUREAU**

By: _____

Name: _____

Title: _____

Date: _____

# MEMORANDUM OF UNDERSTANDING

## BETWEEN THE CONVENTION CENTER AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY AND THE HEARTH, PATIO & BARBEQUE ASSOCIATION

This Memorandum of Understanding (this "Agreement"), effective as of the ____ day of May, 2012 (the "Effective Date"), is by and between **THE CONVENTION CENTER AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY** (the "Convention Center Authority") and the **HEARTH, PATIO & BARBEQUE ASSOCIATION** ("HPBA"). (The Convention Center Authority and HPBA are collectively referred to herein as the "Parties.")

W I T N E S S E T H:

WHEREAS, the Convention Center Authority has undertaken the construction of a new convention center, including an approximate 350,000 square foot exhibit hall, approximately 75,000 square feet of ballroom space (consisting of a 57,000 square foot grand ballroom and an 18,000 square foot junior ballroom), approximately 90,000 square feet of meeting rooms, and 31 loading docks ("Music City Center"), to be owned and operated by the Convention Center Authority;

WHEREAS, on or about August 1, 2009, HPBA and the Nashville Convention & Visitors Bureau ("NCVB") entered into a Letter of Commitment agreeing to hold certain dates at the Music City Center for use by HPBA in 2013, 2015, and 2017-2020 for its annual conference and trade show (the "HPBExpo");

WHEREAS, HPBA and NCVB thereafter agreed that the 2013 HPBExpo would take place in the Music City Center over the dates March 11-27, 2013; that the 2015 HPBExpo would take place in the Music City Center over the dates February 23 – March 11, 2015 at an indoor rental rate of $85,000.00 and an outdoor rental rate of $0.00; and that the 2018 HBPExpo would take place in the Music City Center over the dates February 26 – March 14, 2018 at an indoor rental rate of $205,000.00 and an outdoor rental rate of $50,000.00;

WHEREAS, the Parties have determined that it is unlikely that the construction of the Music City Center will be substantially completed within a schedule that will allow the HPBA to properly market, host and plan its 2013 HPBExpo;

WHEREAS, as a result, the Parties have agreed that it is in their mutual best interest for the 2013 HPBExpo to be relocated to Orlando, Florida;

THEREFORE, in consideration of the duties, covenants and obligations of the other hereunder, and for other good and valuable consideration, the Convention Center Authority and HPBA hereby agree as follows:

1. Duties and Responsibilities of Convention Center Authority. In lieu of the cancellation remittance program set forth in Section III of the Letter of Commitment and in consideration for moving the 2013 HPBExpo, the Convention Center Authority hereby agrees to, within thirty (30) days of the Effective Date, pay $568,153.00 in full and final settlement to cover the cancellation fee and to assist HPBA with the expenses necessary to allow for the relocation of the 2013 HPBExpo and/or to cover those expenses that would not have been necessary had the 2013 HPBExpo remained at the Music City Center, including building rental, transportation, legal fees and staff time necessary to cancel agreements in place with providers of products and services in Nashville, Tennessee and to renegotiate and enter into such agreements in Orlando, Florida, public relations fees and expenses necessary to revise the theme of the 2013 HPBExpo, the cost for security and permits in connections with the 2013 HPBExpo outdoor exhibit, and the off-site expenses for the 2013 HPBExpo After-Party.

2. Duties and Responsibilities of HPBA. In consideration for the payments and remuneration set forth above, HPBA agrees to –

[i] hold their 2015 and 2018 HPBExpos at the Music City Center during the following dates, pursuant to the rental rates set forth above: February 23 – March 11, 2015 and February 26 – March 14, 2018, provided that the HPBA shall have the right to cancel the 2018 HPBExpo and any subsequently agreed-to dates without penalty by providing written notice to the Convention Center Authority on or before May 11, 2015;

[ii] use commercially reasonable efforts to work with the NCVB and Convention Center Authority to hold the 2021 HPBExpo at the Music City Center over the dates March 13-23, 2021; and

[ii] use commercially reasonable efforts to work with the NCVB and Convention Center Authority to hold the 2024 HPBExpo at the Music City Center over the dates March 16-26, 2024.

3. Notices. All notices required under this Agreement shall be in writing and sent by United States mail, postage prepaid, certified, return receipt requested, or by overnight courier service or by electronic mail (with a copy sent by United States first class mail, postage prepaid), as follows:

If to HPBA:

Kelly L. VanDermark
Director, Meetings and Exhibitions
Hearth, Patio & Barbeque Association
1901 North Moore Street, Suite 600
Arlington, Virginia 22209
vandermark@hpba.org

If to the Convention Center Authority:

Charles Starks
Executive Director, Music City Center
201 5th Avenue South
Nashville, Tennessee 37203
Charles.Starks@nashville.gov

With a copy to:

Christopher Spyridon, President and CEO
Nashville Convention & Visitors Bureau
One Nashville Place
150 Fourth Avenue North, Suite G-250
Nashville, Tennessee 37219
butch@visitmusiccity.com

4. Governing Law and Venue. The validity, construction and effect of this Agreement and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Any action between the parties arising from this Agreement shall be maintained in the courts of Davidson County, Tennessee.

5. Execution in Counterparts. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts (including by facsimile or electronic transmission (pdf) file), each of which shall be deemed to be an original but all of which taken together shall constitute one and the same agreement (and all signatures need not appear on any one counterpart).

6. Ratification and Full Force and Effect. In the event any of the terms or provisions of this Agreement conflict in any way with any of the terms or provisions of the Letter of Commitment, the applicable terms and provisions of this Agreement shall control. Except as provided for herein, all terms, provisions and conditions of the Letter of Commitment shall remain in full force and effect, including the incentives to be provided for by the NCVB. No further modification or alteration of the Letter of Commitment or this Agreement in any respect shall be binding unless evidenced by an agreement in writing signed by the applicable parties.

7. Authorized Representatives; Approval. Any action required of or permitted to be taken by any of the Parties hereto may be performed by an authorized representative of the respective party without further action by the governing body of such party. Further, each party shall cooperate with the other party and provide such assistance as reasonably necessary or requested in connection with the fulfillment of each party's respective obligations under this Agreement and Letter of Commitment. Such cooperation shall include, without limitation, the best efforts of both parties to cause the cooperation and assistance of each party's respective employees, agents, consultants, contacts and principals.

IN WITNESS WHEREOF, the Convention Center Authority and HPBA hereby execute this Agreement on the first date set forth above, to be effective as of the first day written above.

**THE CONVENTION CENTER AUTHORITY OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY**

By: _____
Executive Director

Date: _____

**HEARTH, PATIO & BARBEQUE ASSOCIATION**

By: _____

Name: _____

Title: _____

Date: _____

ACKNOWLEDGED AND AFFIRMED BY:

**NASHVILLE CONVENTION & VISITORS BUREAU**

By: _____

Name: _____

Title: _____

Date: _____

Convention Center Authority
**PAC Recommended Artists**

| | Last Name | First Name | Location | Medium |
|---|---|---|---|---|
| 1 | Atnip | Jerry | Nashville | WoP |
| 2 | Bailey | Whitney | Nashville | P |
| 3 | Boone | Victoria | Nashville | P |
| 4 | Braddock | Jane | Nashville | P |
| 5 | Butler | Ben | Memphis | RS/WoP |
| 6 | Carder | Dane | Nashville | P |
| 7 | Clary | Charles | Murfreesboro | RS |
| 8 | Decker | Greg | Old Hickory | P |
| 9 | Delevante | Bob | Nashville | WoP |
| 10 | Edwards | Elizabeth | Memphis | P |
| 11 | Feaster | Richard | Nashville | P/WoP |
| 12 | Folsom | John | East Point, GA | WoP |
| 13 | Gossett | Trey | Smithville | NM/P/RS |
| 14 | Greene | Warren | Clarksville | P |
| 15 | Hackett | Mary | Nashville | P/WoP |
| 16 | Haston | Brady | Nashville | NM/P |
| 17 | Hays | Jodi | Nashville | NM/P/WoP |
| 18 | Jaap | Anna | Nashville | P |
| 19 | Killebrew | William | Nashville | P |
| 20 | Longobardi | Pam | Atlanta, GA | RS |
| 21 | Lynn | Terry | Memphis | P |
| 22 | Makuac | James | Nashville | P |
| 23 | McBride | Michael | Nashville | P |
| 24 | McGee | Carrie | Nashville | P/RS |
| 25 | Mode | Carol | Nashville | P |
| 26 | Nuell | Christie | Murfreesboro | P |
| 27 | Prado | Jairo | Nashville | P/RS |
| 28 | Reuther | Kit | Nashville | P |
| 29 | Rivas | Lisa | Nashville | P/WoP |
| 30 | Saftel | Andrew | Pikeville | P/WoP |
| 31 | Schmitt-Matzen | Hans | Gallatin | P/WoP |
| 32 | Sloan | Michael | Dickson | P/WoP |
| 33 | Smith | Mike | Johnson City | WoP |
| 34 | Stryk | Suzanne | Bristol | P/WoP |
| 35 | Williams | Herb | Nashville | RS |
| 36 | York | Lain | Nashville | P |

WoP - Works on Paper
RS - Relief Sculpture
P - Painting
NM - New Media

Convention Center Authority

**PAC Invited Artists**

| | Last Name | First Name | Location | Medium |
|---|---|---|---|---|
| 1 | Allison | Caroline | Nashville | WoP |
| 2 | Brindley | Charles | Adairville | P/WoP |
| 3 | Buxkamper | Barry | Brentwood | P |
| 4 | Craddock | Maysey | Memphis | P/WoP |
| 5 | Dunson | Samuel | Nashville | P |
| 6 | Durham | Robert | Nashville | P |
| 7 | Hargrove | Kristi | Nashville | WoP |
| 8 | Hooper | Mr. (Tim) | Nashville | P |
| 9 | Lee | Baldwin | Knoxville | WoP |
| 10 | Porter | Ron | Nashville | P |
| 11 | Schatz | Bob | Nashville | WoP |
| 12 | Thacker | Terry | Nashville | P |

WoP - Works on Paper
RS - Relief Sculpture
P - Painting
NM - New Media

# MUSIC CITY CENTER ART PROGRAM

## Timeline of Art Activities

**2012**

| | |
|---|---|
| July 12 | Approval of Recommended and Invited Artists |
| July 13-20 | Artists notified by Electronic Mail and Chairman's letter (Recommended & Rejected) |
| July 21-31 | Invited artists notified by phone call and electronic mail |
| August/ September | Scheduled visits to galleries and studios to review available work for acquisition |
| September/ October/ November/ December | Acquisition of art through established MCC procurement process<br>Framing and storage of acquired works<br>Site visits to commissioned artists<br>Development of curatorial/education materials |

**2013**

| | |
|---|---|
| January/ February | Site visits to commissioned artists if necessary<br>Completed acquisition of art/framing/storage |
| March/ April | Installation of acquired and commissioned work in secured areas |

# Convention Center Authority

## Artists Geographic Profile

| | |
|---|---|
| Recommended Artists | 36 |
| Invited Artists | 12 |
| Total Artists | 48 |
| | |
| Nashville Artists | 31 |
| Other Tennessee Artists | 15 |
| Out of State Artists | 2 |

# REQUEST FOR PROPOSAL
# MUSIC CITY CENTER LOBBY EXHIBIT

**NUMBER**
**RFP# LEP01-2012**

**Convention Center Authority**
**of the Metropolitan Government of Nashville**
**and Davidson County**

## Music City Center
## Lobby Exhibit Display Plan

**Procurement Staff Contact:**
**Jasmine Quattlebaum, Supervisor**
**Accounting and Contract Administration**

**July 13, 2012**

**REQUEST FOR PROPOSAL**
**MUSIC CITY CENTER LOBBY EXHIBIT PLAN**

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## I. INTRODUCTION AND OVERVIEW

### A. Music City Center Lobby Exhibit

The Convention Center Authority of the Metropolitan Government of Nashville and Davidson County (hereinafter "CCA" or "Convention Center Authority") is soliciting statements of proposals (sometimes referred to herein as "submissions") from interested not for profit organizations to develop a permanent exhibit to display in the Music City Center Demonbreun Street Lower Lobby and Northeast Plaza.

The Music City Center will feature 1.2 million square feet of finished space, a 350,000 square foot exhibit hall, a 57,000 square foot ballroom, and parking for 1,800 cars, while achieving LEED Silver certification. Metropolitan Council of Nashville and Davidson County voted to approve the construction project in January 2010. Encompassing a 19-acre site in downtown, the Music City Center is slated to open in 2013. Additional information about the project can be found at www.nashvillemusiccitycenter.com.

The Music City Center is the largest capital construction project in the city's history and is a major investment in Nashville's economic future. This investment is expected to generate returns for the city by creating jobs and enhancing the local economy. Its construction has already prompted the announcement of several other developments – primarily hotels – in the surrounding area. The Music City Center Economic and Fiscal Impact Analysis completed in 2010 and prepared by HVS Convention, Sports and Entertainment concluded that, by 2017, the Music City Center will create an additional $134.9 million in spending.

Created in 2009, the Convention Center Authority consists of nine members appointed by the Mayor of Nashville to govern the activities associated with the Nashville Convention Center and the future Music City Center. The Convention Center Authority's officers include a chair, vice-chair, and secretary, who are elected annually. Nashville's vice-mayor sits on the Convention Center Authority as an ex-officio member.

---

Larry A. Atema
Senior Project and Development Manager
Convention Center Authority

**B. Submission Requirements**
The MCC is seeking a music related exhibit to enhance and compliment the design of the Demonbreun Street lobby and northeast lobby space (See Exhibit B & C). Applicants should submit a concept proposal that includes:

- Design,
- Project budget,
- Operating and maintenance plan,
- Funding plan with schedule, and
- Proposed partnership/business plan on how the organization's exhibit will interface and work with the MCC.

**C. Submission Deadline**
Proposals must arrive at the address listed in Section II. E.6. not later than **** **August 10, 2012 at 3:00 p.m. Nashville Local Time** ****

**Proposals must be submitted in a sealed envelope. No submission will be accepted after the deadline.**

## II. SUBMISSION INSTRUCTIONS

**A. Timetable**
The following projected timetable should be used as a working guide for planning purposes. The Convention Center Authority reserve the right to adjust this timetable as required during the course of this Request for Proposal ("RFP") process and the overall schedule for the Music City Center Lobby Exhibit Plan.

| EVENT | DATE | DAY |
|---|---|---|
| RFP Released | July 13, 2012 | Friday |
| RFP Inquiries | July 13 – July 18, 2012 | Friday - Wednesday |
| Responses to Inquiries | July 20, 2012 | Friday |
| RFP Due | August 10, 2012 (3:00 PM) | Friday |
| Selection of exhibit display | August 2012 | |

**B. Selection Criteria**
A Selection Committee appointed by the CCA will rate the submissions based on the following criteria:

- **Complementary to Music City Center Architecture and Interior Design (40%)**. A description of the exhibit display should be given to demonstrate its scale, color and texture, visual impact, acoustical impact, weight, and any lighting, plumbing and/other utility requirements.

- **Exhibit Operating and Maintenance Plan (35%).** Provide the exhibit's operating and maintenance obligations.

- **Organizational capacity to complete work in a timely manner (25%).** Indicate the availability of the organization capacity to complete the installation of the exhibit in a timely manner.

**C. Inquiries**
Direct all questions related to this RFP via email with *Lobby Exhibit RFP* in subject to:

Jasmine Quattlebaum
Supervisor of Accounting, Contract Administration and Procurement
Convention Center Authority
jasmine.quattlebaum@nashvillemcc.com

The deadline for receiving questions is **July 18, 2012 at 12:00 p.m. (Nashville Local Time)**. All questions will be compiled and responses will be posted by July 20, 2012 on Music City Center website at:
http://www.nashvillemusiccitycenter.com/about/procurement/rfprfq.asp.

**D. Compliance With the RFP**
Submissions must be in strict compliance with this Request for Proposal. Failure to comply with all provisions of the RFP may result in disqualification. The Convention Center Authority reserve the right to reject any proposals and/or waive any formalities in the solicitation process.

**E. Response Format and Sending Submittals**
Please submit one (1) original and five (5) copies of the following materials to the address below (all text must be printed on *single-sided pages*):

1. A brief one-page printed letter of interest and perceptions about the project.
2. Organization overview, not to exceed five printed *single-sided* pages.
3. Submission Requirements, as set forth in Section 1(B).
4. Email Address.
5. Submissions (UPS, FedEx or Hand-delivery only).

**Jasmine Quattlebaum**
**Supervisor – Accounting, Contract Administration, and Procurement**
**Convention Center Authority**
**Music City Center Lobby Exhibit Plan**
**413 Fifth Avenue South**
**Nashville, TN 37203**

6. Submission deadline: All submittals must be received or post marked no later than **** **August 20, 2012 at 3:00 p.m. Nashville Local Time** ****

**Proposals must be submitted in a sealed envelope. No submission will be accepted after deadline.**

Incomplete or ineligible submissions will not be reviewed. Every effort will be made to ensure the safe handling of submitted materials; however, the Convention Center Authority will not be responsible for any loss or damage.

## III. SELECTION PROCESS

### A. Selection Process

The Convention Center Authority is using the Competitive Sealed Proposals method of source selection, as authorized by Section 3.3 of its Procurement Policy. The Convention Center Authority may, as it deems necessary, conduct discussions with Responsive and Responsible Offeror(s) determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements. Award(s) if made, will be made to the Responsive and Responsible Offeror(s) whose submission, proposal and qualifications are most advantageous to the Convention Center Authority, taking into consideration price and other factors set forth in this Request for Proposal. Responses to this Request for Qualifications will be evaluated by a Selection Committee appointed by the Convention Center Authority. Should a successful contract negotiation not be reached in a timely manner, the Convention Center Authority reserves the right to select another organization.

### B. Evaluation of Proposals

The Music City Center Project and Development staff will first examine proposals to eliminate those, which are clearly non-responsive to the stated requirements. The Selection Committee will evaluate all responsive and responsible submissions, proposals and qualifications based upon the selection criteria set forth herein. Other agencies and consultants of the Metropolitan Government also may examine the submissions, proposals and qualifications. The Selection Committee will make recommendation(s) to the project staff to consider. The Convention Center Authority reserves the right to withdraw this request for proposal at any time, for any reason, and to issue such clarifications, modifications, and/or amendments, as deemed appropriate. Receipt of a proposal

by the Convention Center Authority of a submission of a proposal offers no rights upon the Offeror nor obligates the Convention Center Authority in any manner. The Convention Center Authority reserves the right to waive minor irregularities in proposals, provided that such action is in the best interest of Convention Center Authority.

## IV. RULES AND GUIDELINES

### A. Conflict of Interest

Organizations with conflicts of interest as outlined in the Metropolitan Government of Nashville and Davidson County and the Convention Center Authority conflict of interest policies or otherwise are ineligible.

### B. Requests for Clarification of Submission

The CCA may check references to assist in the evaluation of any submission.

### C. Submissions, RFPs and Presentation Costs

The CCA will not be liable in any way for any costs incurred by any organization in the preparation of its proposal in response to this RFP, nor for the presentation of its submission and/or participation in any discussions.

### D. Validity of Submissions

All proposals shall be valid for a period of ninety (90) days from the due date of the Request for Proposal.

### E. Rejection of Submissions

The CCA reserves the right to accept or reject in whole or in part any or all proposals submitted.

### F. Americans with Disabilities Act

The successful organization shall assure to the CCA and that all services (including but not limited to the design services, as well as any construction, repair, or other infrastructure improvements) made through this contract, if an award is made, shall be completed in full compliance with the Americans with Disabilities Act ("ADA") and Architectural and Transportation Barriers Compliance Board, Federal Register 36 CFR Parts 1190 and 1191, Accessibility Guidelines for Buildings and Facilities; Architectural Barriers Act (ABA) Accessibility Guidelines; proposed rule published in the Federal Register on July 23, 2004, as has been adopted by the Metropolitan Government.

Questions, concerns, complaints, requests for accommodation, or requests for additional information regarding the Americans with Disabilities Act may be forwarded to ADA Compliance Coordinator.

Individuals who need auxiliary aids for effective communication in the programs, services or activities of the Convention Center Authority are invited to make their needs and preferences known to the ADA Compliance Coordinator. This notice can be made available in alternative formats through the office of the ADA

Compliance Coordinator, Elisa Putman, Convention Center Authority, Monday through Friday, 8:00 a.m. until 4:30 p.m.

**G. Non-Discrimination**

It is the policy of the Convention Center Authority not to discriminate on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services and activities. With regard to all aspects of this RFP the organization certifies and warrants it will comply with this policy.

Notwithstanding any other provision of this RFP, no person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the Convention Center Authority's contracted programs or activities, on the grounds of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, disability or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with Convention Center Authority or in the employment practices of these entity's contractors.

Accordingly, all organizations entering into contracts with the Convention Center Authority shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

Inquiries concerning non-discrimination policies other than ADA compliance should be forwarded to: Ryan Johnson, Manager – Budget, Finance and Administration, Convention Center Authority, 413 Fifth Avenue South, Nashville TN 37203, (615) 880-1472.

**H. Public Disclosure**

All submissions are considered public and subject to review upon request only after a successful Intent to Award Letter has been signed. Prior to a successful Intent to Award Letter, all submissions will be kept private in order to preserve a competitive and fair selection process.

**I. Compliance with the Convention Center Authority's Procurement Policy and Affidavit**

The successful organization shall assure to the Convention Center Authority that it is and will be at all times in compliance with the Convention Center Authority's Procurement Policy. Further, and as a part of the contract negotiation, the successful contractor shall submit a signed affidavit regarding compliance with laws, taxes and licensure, contingent fees and nondiscrimination. (See Exhibit A)

## V. ASSISTANCE TO SMALL AND SERVICE-DISABLED VETERAN-OWNED BUSINESS ENTERPRISES

### A. Statement of Policy

In addition to the Convention Center Authority assisting Small, Minority-Owned, and Woman-Owned Business Enterprises, it shall also be the policy of the Convention Center Authority to assist small and Service-Disabled Veteran-Owned Business Enterprises in learning how to do business with the Convention Center Authority. Furthermore, proposers are encouraged to maximize the usage of small and Service-Disabled Veteran-owned businesses in the performance of the contract.

### B. Definition of Small Business

A "small business" means a United States business which is independently owned and operated and which is not dominant in its field of operation or an affiliate or subsidiary of a business dominant in its field.

### C. Definition of a Davidson County Service-Disabled Veteran-Owned Business and Status Confirmation

A Davidson County Service-Disabled Veteran owned business is any business owned by any person who served honorably in active duty in the Armed Forces of the United States with at least a twenty percent (20%) disability that is service-connected meaning that such disability was incurred or aggravated in the line of duty in the active military, naval or air service. Davidson County Service-Disabled Veteran-owned means a service-disabled owned business that is a continuing, independent, for profit business located in Davidson County that performs a commercially useful function, and at least fifty-one percent (51%) owned and controlled by one (1) or more service-disabled veterans; in the case of a business solely owned by one (1) service-disabled veteran and such person's spouse, is at least fifty percent (50%) owned and controlled by the service-disabled veteran; or in the case of any publicly-owned business, at least fifty-one percent (51%) of the stocks of which is owned and controlled by one (1) or more service-disabled veterans and whose management and daily business operations are under the control of one (1) or more service-disabled veterans. The Convention Center Authority will confirm the status of Service-Disabled Veterans through the receipt of a SDVB certificate from the Governor's Office of Diversity Business Enterprise, which demonstrates that such business is a bona fide Service-Disabled Veteran-owned business. www.tennessee.gov/businessopp

### D. Source Lists

The Convention Center Authority shall compile, maintain and make available source lists of Small, Minority-Owned, Woman-Owned and Service-Disabled Veteran-Owned Business Enterprises for the purpose of encouraging procurement from small businesses. Proposers who desire assistance in locating potential small and Service-Disabled Veteran owned business subcontractors and suppliers are encouraged to contact DBE Manager Roxianne Bethune at (615) 880-1454.

**E. Solicitation Mailing Lists**
To the extent deemed appropriate by the Convention Center Authority, it shall include Small, Minority-Owned, Woman-Owned and Service-Disabled Veteran-Owned Business Enterprises on solicitation mailing lists.

**F. Bonding and Progress Payments**
The Convention Center Authority may reduce the level or change the types of bonding normally required, or accept alternative forms of security to the extent reasonably necessary to encourage procurement from Small, Minority-Owned, Woman-Owned and Service-Disabled Veteran-Owned Business Enterprises. The Convention Center Authority may make such special provisions for progress payments as deemed reasonably necessary to encourage procurement from Small, Minority-Owned, Woman-Owned and Service-Disabled Veteran-Owned Business Enterprises.

**G. Misrepresentation**
If during the course of the contract, a contractor fails to maintain the level of small business participation committed to in the contractor's proposal, or if any material representation made in contractor's proposal concerning the small business status of any subcontractor or contractor's involvement in the ownership, operation or management of any subcontractor claiming status as a small business is shown to be false. The Convention Center Authority may, at its sole option and in addition to any other remedies available under the contract, at law or in equity, terminate the contract. Further, in the event that the Convention Center Authority terminates the contract, the contractor shall pay the Convention Center Authority's full re-procurement costs, including, without limitation, any costs associated with re-procurement delays. The Convention Center Authority will institute debarment proceedings against any proposer that misrepresents in a proposal any material fact concerning the small business status of itself or any subcontractor or proposer's involvement in the ownership, operation or management of any subcontractor claiming status as a small business. In addition, the Convention Center Authority may, at its sole discretion, assess a charge representing the cost of all audit and legal time and expense incurred by the Convention Center Authority as a result of the contractor's failure to maintain the level of small business participation committed to in the contractor's proposal.

## VI. PROCUREMENT NONDISCRIMINATION PROGRAM

It is the policy of the Convention Center Authority to promote full and equal business opportunities for all persons doing business with the Convention Center Authority by increasing the purchase of goods and services from minority and women-owned businesses within the Nashville Metropolitan Statistical Area. In furtherance of this policy, the Convention Center Authority has adopted the Metropolitan Government of Nashville and Davidson County Procurement Nondiscrimination Program, as set forth by the Metropolitan Code, Chapter 4.46, Procurement Nondiscrimination Program, as it may be deemed applicable by the Convention Center Authority and otherwise amended from time to time. For further

information or clarification contact CCA, DBE Manager, Roxianne Bethune roxianne.bethune@nashvillemcc.com or (615)880-1454. Proposers are encouraged to maximize the usage of minority and women-owned businesses within the Nashville Metropolitan Statistical Area in the performance of the contract.

**Exhibit A**
**Affidavit**

**State of** _____
**County of** _____

*As used herein, "Offeror" will include respondents and proposers.*

***Compliance with Laws:*** After first being duly sworn according to law, the undersigned (Affiant) states that he/she is presently in compliance with, and will continue to maintain compliance with, all applicable laws. Thus, Affiant states that Offeror has all applicable licenses, including business licenses, copies of which are attached hereto. Finally, Affiant states that Offeror is current on its payment of all applicable gross receipt taxes and personal property taxes.

***Contingent Fees:*** In accordance with the Convention Center Authority's Procurement Policy and the Metropolitan Government's Procurement Code, it is a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a contract with the Authority upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. After first being duly sworn according to law, the undersigned (Affiant) states that the Offeror has not retained anyone in violation of the foregoing.

***Nondiscrimination:*** Affiant affirms that by its employment policy, standards and practices it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability and that it is not in violation of and will not violate any applicable laws concerning the employment of individuals with handicaps and/or disabilities. It is the policy of the Metropolitan Government not to discriminate on the basis of race, religion, creed, gender, gender identity, sexual orientation, national origin, color, age, and/or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services and activities. Contractor certifies and warrants it will comply with this policy.

***And Further Affiant Sayeth Not:***

By: _____

Title: _____

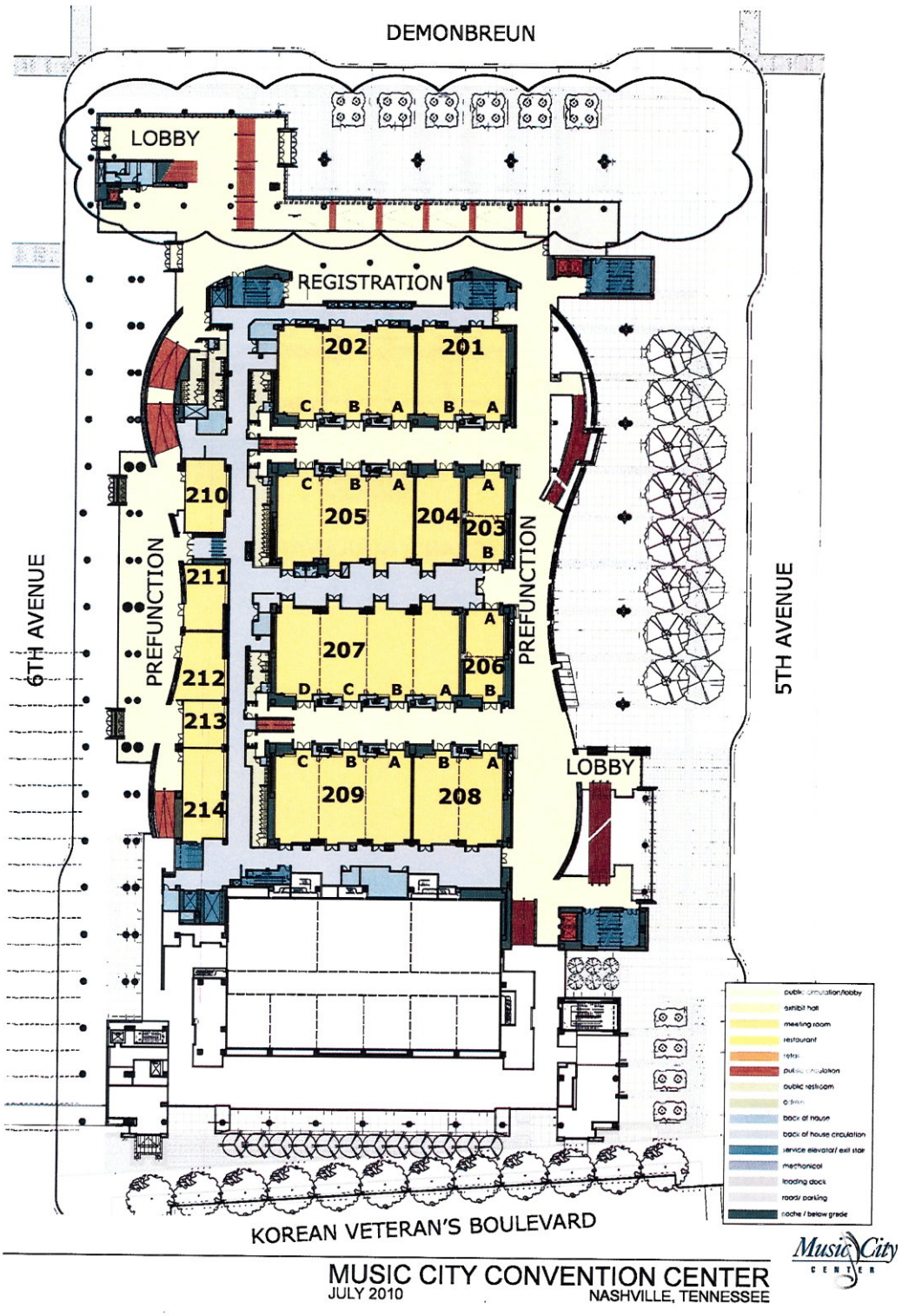
Address: _____

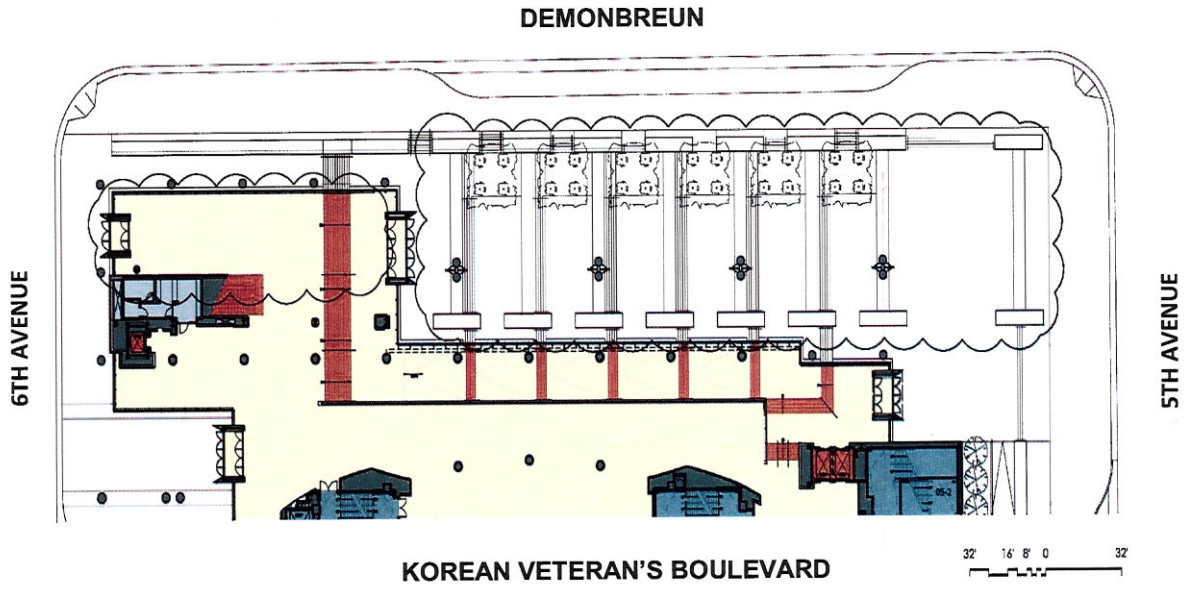
_____

Sworn to and subscribed before me on this ___ day of _____, 201___.

_____
Notary Public
My commission expires: _____

**Exhibit B**
**Overall Floor Plan**




MUSIC CITY CONVENTION CENTER
JULY 2010 NASHVILLE, TENNESSEE

## Exhibit C
## Demonbreun Street Lower Lobby and Northeast Plaza