

COUNTY OF BOONE - MISSOURI



REQUEST FOR PROPOSAL FOR BOONE COUNTY FAIRGROUNDS FACILITY MANAGEMENT SERVICES

RFP #42-25OCT11
Release Date: October 3, 2011

Submittal Deadline:
October 25, 2011
not later than 9:15 a.m. Central Time

Boone County Purchasing
613 E. Ash Street
Columbia, Missouri 65201

Melinda Bobbitt, CPPB, Director
Phone: (573) 886-4391 Fax: (573) 886-4390
E-mail: mbobbitt@boonecountymo.org



NOTICE OF REQUEST FOR PROPOSAL

Boone County is accepting Request for Proposals for the following:

BID #: 42-25OCT11 – Boone County Fairgrounds Facility Management Services

A pre-proposal conference has been scheduled for Wednesday, **October 12, 2011, at 9:00 a.m.** at the Boone County Fairgrounds, Coliseum, 5212 N. Oakland Gravel Road, Columbia, Missouri.

Sealed proposals will be accepted until **9:15 a.m. on Tuesday, October 25, 2011 in the Boone County Purchasing Office, Boone County Purchasing, 613 E. Ash Street, Columbia, MO 65201.**

The Request for Proposal is scheduled to be **opened after 9:30 a.m. on Tuesday, October 25, 2011** in the Boone County Commission meeting, Commission Chambers, 801 E. Walnut, Columbia, MO 65201.

Request for Proposals are available in the Purchasing Office and requests for copies may be made by phone (573) 886-4391; fax (573) 886-4390 or e-mail: mbobbitt@boonecountymmo.org.

Vendors may view Bids, Bid Tabulations, and Bid Awards on the Boone County Web Page at <http://www.showmeboone.com>.

Melinda Bobbitt, CPPB
Director, Boone County Purchasing

Insertion: Wednesday, October 5, 2011
COLUMBIA MISSOURIAN



1. INTRUCTIONS AND GENERAL CONDITIONS

1.1 Delivery of Proposals: Sealed proposals, subject to Instructions and General Conditions and any special conditions set forth herein, will be received at the Boone County Purchasing office until the proposal closing date and time indicated herein for furnishing the County with services as detailed in the following request for proposal.

- a) **Proposal Closing:** All proposals shall be **delivered before 9:15 A.M.**, Central Time, on **Tuesday, October 25, 2011** to:

**Boone County Purchasing Department
Melinda Bobbitt, CPPB, Director
613 E. Ash Street
Columbia, Missouri 65201-4460**

- b) The County will not accept any proposals received after 9:15 A.M. and will return such late proposals to the Offeror.
- c) Offerors must submit one (1) original, and six (6) copies of the proposal (total of seven). Proposals will be opened publicly but only names of Offerors will be read aloud.
- d) Proposals must be submitted in a sealed envelope identified with the proposal number and date of closing. List the proposal number on the outside of the box or envelope and note "Response to Request for Proposal enclosed."
- e) If you do not care to submit a proposal, please return the *No Bid Response Form* and note your reason. No fax or electronic transmitted proposals will be accepted, however, the *No Bid Response Form* may be returned by fax.
- f) If you have obtained this proposal document from our Web Page or from a source other than the Boone County Purchasing Department, please check with our office prior to submitting your proposal to ensure that you have a complete package. The Purchasing Department cannot be responsible for providing addenda if we do not have you on our Vendor list for this proposal.

1.2 . Evaluation of Proposals (Procedure):

- a) The County will first examine proposals to eliminate those that are clearly non-responsive to the stated requirements. Therefore, Offerors should exercise particular care in reviewing the Proposal format required for this RFP.

- b) The County shall then score all proposals based upon the evaluation factors detailed herein. Upon completion of the scoring, the County may recommend short listing the proposals that are potentially acceptable.
- c) At this point, the County may request presentations by Offerors, and carry out negotiations for the purpose of obtaining best and final offers, and conduct detailed reference checks on the short listed Offerors.
- d) The County reserves the right to contact any and all references to obtain, without limitation, information regarding the Offeror's performance on previous projects. A uniform sample of references may be checked for each short-listed Offeror.
- e) The County reserves the right to withdraw this RFP at any time and for any reason and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.
- f) Receipt of a proposal by the County or a submission of a proposal to the County offers no rights upon the Offeror nor obligates the County in any manner.
- g) No negotiations, decisions, or actions shall be initiated by any firm as a result of any verbal discussion with any County employee prior to the opening of responses to the Request for Proposal. Boone County reserves the right to select the Offeror which best meets its goals and objectives, needs, fiscal constraints, quality levels and service expectations.

1.3 Ambiguity, Conflict, or Other Errors in the RFP:

- a) If an Offeror discovers any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposal, they shall immediately notify the Department of such error in writing and request modification or clarification of the document. The County will make modifications by issuing a written revision and will give written notice to all parties who have received this RFP from the County.
- b) The Offeror is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposals prior to submitting the proposal or it shall be waived.
- c) Implied Requirements: Products and services that are not specifically requested in this RFP, but which are necessary to provide the functional capabilities proposed by the Offeror, shall be included in the proposal.
- d) The County will not be liable in any way for any costs incurred by any Offeror in the preparation of their proposal in response to this RFP, nor for the presentation of their proposal and/or participation in any discussions or negotiations.

1.4 Rejection of Proposals: The right is reserved to accept or reject in whole or in part any or all proposals submitted, to waive technicalities, and to accept the offer the County considers the most advantageous to the County. Further, the County shall reject the proposal of any Offeror that is determined to be non-responsive. The unreasonable

failure of an Offeror to promptly supply information in connection with respect to responsibility may be grounds for a determination of non-responsibility.

1.5 Acceptance of Proposals: The County will accept all proposals that are submitted properly. However, the County reserves the right to request clarifications or corrections to proposals.

1.6 Requests for Clarification of Proposals: Requests by the Purchasing Department for clarification of proposals shall be in writing.

1.7 Validity of Proposals: Offeror should state how many days or months proposals remain valid beyond the 120 days minimum.

1.8 Receipt and Opening of Advertised, Sealed Proposals: The Offeror(s) and public are invited, but not required, to attend the formal opening of proposals. Offeror(s) names only will be read aloud to the public. No decisions related to an award of a contract or creation of any contractual or lease relationship, or purchase order will be made at the opening.

- a. Information provided in your response will be considered proprietary and will not be divulged during the selection process. The successful firm's proposal will become public record after its acceptance by the County Commission. All proposals and tabulation sheets are kept by the County for a period of time established by regulation or statutes after the award is made and are available for inspection at any time during regular working hours.
- b. Proposals will be opened and Offeror's names read aloud during the proposal opening in the Boone County Commission meeting, Commission Chambers, **Tuesday, October 25, 2011** after 9:30 A.M., Central Time located at the following address:

Boone County Commission Chambers
801 E. Walnut
Columbia, Missouri 65201

1.9 Withdrawal of Proposals: Proposals may be withdrawn without prejudice any time before the deadline for receipt of proposals. If a mistake or error is discovered by the Offeror or by the County after the proposal opening, the County has the right to call this error to the Offeror's attention and request verifications of the proposal. If the Offeror acknowledges the mistake and requests relief, the County will proceed in the following manner:

- a. **Withdrawal:** Permission to allow an Offeror to withdraw their proposal without prejudice may be given when clear and convincing evidence supports the existence of an error. If there is a significant and obvious disparity between the prices of the lowest Offeror and of the other Offerors, an Offeror may be permitted to withdraw without prejudice, upon submission of evidence that a non-intentional error occurred.



2. INTRODUCTION AND GENERAL INFORMATION

2.1 Introduction:

2.1.1 This document constitutes a request for competitive, sealed proposals for the furnishing of **Boone County Fairgrounds Facility Management Services**, as set forth herein. The intent of this Request for Proposal and resulting contract is to obtain price proposals to establish a multi-year contract for Fairgrounds Facility Management Services for the Boone County Commission at the County of Boone – Missouri.

2.1.2 Organization – This document, referred to as a Request for Proposal (RFP), is divided into the following parts:

- 1) Instructions and General Conditions
 - 2) Introduction and General Information
 - 3) Scope of Services
 - 4) Proposal Submission Information
 - 5) Response/Pricing Page
- Attachment A: “No Bid” Response Form
Attachment B: Prior Experience
Attachment C: Instructions for Compliance with House Bill 1549
Work Authorization Certification
Certification of Individual Bidder
Affidavit
Attachment D: Certification Regarding Debarment
Attachment E: Standard Contract Terms and Conditions
Attachment F: Pre-Opening Management Services

2.1.3. Term; Termination of Contract Agreement:

2.1.3.1. The initial term of the resulting contract agreement from this Request for Proposal will begin **January 1, 2012 and extend through December 31, 2013. The agreement may be automatically renewed for an additional three (3), one-year periods** unless canceled by the Purchasing Director in writing prior to a renewal term. After the final renewal period, this Agreement will continue on a month-to-month basis until either party terminates this Agreement by providing the other party with 90 days prior written notice.

2.1.3.2. The resulting contract agreement may be terminated by the County upon 15 days prior written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. In addition, the contract

agreement may be terminated at will by the County upon at least 60 days prior written notice to the Contractor.

2.2. Guideline for Written Questions:

2.2.1 All questions regarding this Request for Proposal should be submitted in writing, prior to the pre-proposal conference, no later than 3:00 p.m., **Monday, October 10, 2011**. All questions must be mailed, faxed or e-mailed to the attention of Melinda Bobbitt, CPPB, Director of Purchasing. All such questions will be discussed at the pre-proposal conference and answered in writing, and such answers will be provided to all parties having obtained a Request for Proposal packet.

- a. Melinda Bobbitt, CPPB
Director of Purchasing
613 E. Ash Street
Columbia, Missouri 65201
Phone: (573) 886-4391 Fax: (573) 886-4390
E-mail: mbobbitt@boonecountymo.org

2.2.2 The responses and usage will become a part of a written addendum, which will be mailed or faxed prior to proposal opening.

2.3. Pre-Proposal Conference

- 2.3.1. To assist interested Offerors in preparing a thorough proposal, an on-site pre-proposal conference has been scheduled for **October 12, 2011, at 9:00 a.m.** at the Boone County Fairgrounds Coliseum, 5212 N. Oakland Gravel Road, Columbia, Missouri.
- 2.3.2. All potential Offerors are **strongly** encouraged to attend this conference in order to ask questions and provide comment on the Request for Proposal. Attendance is not mandatory to submit a response; however, Offerors are encouraged to attend since information relating to this RFP will be discussed in detail. Minutes of the pre-proposal conference will not be recorded or published. Offerors should bring a copy of the RFP since it will be used as the agenda for the pre-proposal conference.
- 2.3.3. Offerors are strongly encouraged to advise the Purchasing Department of Boone County within five (5) days of the scheduled pre-proposal conference of any special accommodations needed for disabled personnel who will be attending the conference so that these accommodations can be made.



3.0 SCOPE OF SERVICES

3.1. Project Description:

The County of Boone – Missouri, hereafter referred to as *the County*, hereby solicits formal written proposals from qualified firms for the provision and delivery of **Boone County Fairgrounds Facility Management Services**. The Boone County Commission is seeking a firm to operate and manage what is known as the Boone County Fairgrounds.

3.2. Background:

3.2.1. Boone County is situated in Central Missouri and is dissected by Interstate 70 and US Highway 63. It is a fast-growing county known for its highly educated work force, low cost of living, award-winning schools, and unique blend of rural and urban lifestyles. Boone County contains thirteen population centers consisting of cities, towns, villages and small communities. With a population of nearly 110,000, the City of Columbia serves as county seat. The County has a population of approximately 162,642 and contains 685 square miles.

3.2.2. The County of Boone purchased the property known as the Boone County Fairgrounds in 1999 for 2.4 million dollars. The only historical information regarding operation of this facility has been provided by the Boone County Fair Board, Inc. and the Boone County Agricultural and Mechanical Society. The County is seeking a contractual management arrangement that provides for a return on the County investment.

3.2.3. The objectives of the County in pursuing this management arrangement include the following:

3.2.3.1. The Boone County Fairgrounds will be recognized as a community asset that will operate in a manner so as to produce sufficient revenues to maintain, improve and protect its physical plant.

3.2.3.2. The Boone County Fairgrounds will offer the citizens of Boone County recreational opportunities and venues where youth and agriculture activities can add to the quality of life, as well as serve as an Exhibition Center using the existing real estate improvements to their fullest economic potential. In achieving the goal of recreational opportunities, partnership opportunities with the City of Columbia should be explored and pursued.

3.2.3.3. Recreational opportunities and exhibition activities at the Fairgrounds should seek to maintain the cultural heritage of our county by providing a large tract of centralized land dedicated to community use for gathering, exhibiting, demonstrating and/or sharing while additionally providing quality recreational areas and professional-level performance capabilities.

3.2.3.4. The Fairgrounds will be expected to maximize its use and potential over time with the goal of becoming a financially self-sustaining asset that produces sufficient revenue to allow for regular maintenance and periodic upgrades to its physical plant.

3.2.4. Additional information about the County of Boone – Missouri can be obtained from the following internet web site at: <http://www.showmeboone.com> and information pertaining to the Boone County Fairgrounds from: <http://boonecountyfairgrounds.com/>

3.2.5. Boone County will make available upon request to the Offeror at no cost, GIS Maps indicating property boundaries and existing structures.

3.2.6. Although an attempt has been made to provide accurate and up-to-date information, the County of Boone – Missouri does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

3.3 Physical Characteristics of the Facilities/Property:

The premises described below will be made available in the current condition without representation or warranty as to physical condition. All Offerors must be knowledgeable of the physical conditions of the buildings and grounds and other property which is the subject matter of this request and Offeror assumes full responsibility for same.

3.3.1. Location – Boone County Fairgrounds, 5212 North Oakland Gravel Road, Columbia, Missouri.

3.3.2. Land Size – Property to be managed includes approximately 128 M-L light industrial zoned acres with street frontage on two sides and access from three internal publicly maintained drives.

3.3.3. Building Sites –

3.3.3.1. Coliseum – Approximately 88,000 square foot building with dirt arena, office space, and concession areas. Approximately 22,000 square feet is an air-conditioned multi-purpose room.

3.3.3.1.1. Advertising Banners - There are approximately 20 banner sites located in the Coliseum arena. Historically, various vendors have paid \$750.00 per year to lease the space for posting of advertisement banners. There may be banners presently located in the arena, but no rental obligations are in existence. It is not known if the cost for producing the banners was included in the \$750.00 per year cost, or if that rental fee is set at a reasonable level for the market. It is anticipated that the County and Contractor will jointly develop an advertising policy acceptable to the County that will be implemented by Contractor. Said policy will address the need for advertising in a publicly-owned facility to remain family-friendly and exclude those products and services restricted by other laws as being available only to those over a certain age as specified by local, state or

federal law. Advertising will be restricted to commercial products and services, and no non-commercial speech will be permitted.

3.3.3.2. Sapp Building – Approximately 22,000 square foot building adjacent to Coliseum with dirt floors and lighting for equestrian/agricultural events.

3.3.3.3. Grandstand Area - Dirt track with fixed seating capacity for up to 400.

3.3.3.4. Ancillary Buildings – Four (4) horse barns, (4) livestock barns, six (6) small free-standing concession buildings, and three (3) restroom buildings.

3.3.3.5. Miscellaneous Features - Approximately 450 recreational vehicle hook-ups, large fenced gravel parking lot and steel pipe-fenced outdoor uncovered riding corral next to the Coliseum. Recreational vehicle hook-ups include electric and water, but not sewer. Any fees for placing and removing electric meters for RV-rental lots shall be borne by Contractor.

3.3.4. Property Rights - The ownership of building(s) and real estate shall remain with Boone County.

3.3.5. Personal Property - The Boone County Commission owns the following personal property to be utilized with the facilities to be leased. Other personal property located on the site will not be available to the Contractor and will be removed from the property or will be the subject of a storage agreement with the County, which will be provided to Contractor.

3.3.5.1. Trade Fixtures - 224 Portable Horse Stalls, 2,750 Chairs, 20 Portable Bleachers, Portable Electric System, Public Address System, Telephone System, Cattle Panels, Range Hood, Ford Tractor, Manure Spreader, and Brush Hog.

3.3.6. Site Utility Services - The Contractor shall be responsible for the payment of all utilities for the term of the management agreement.

3.3.6.1. Electrical Service - Boone Electric Cooperative is the service provider for all electric meters located on site. There are approximately 54 meters.

3.3.6.2. – Water Service – City of Columbia is the service provider for all water meters located on site. There are approximately five meters.

3.3.6.3. Sewer Service – The sewer system at this site is connected to the City of Columbia system. At the present time, the City of Columbia charges for this service. It is understood there are two sewer dumping sites on the property for use by the RV renters and other leased sites on the grounds.

3.3.6.4. Natural Gas – Ameren Missouri provides the gas service at this site but the exact location of this service is unknown.

3.3.6.5. Trash Service – City of Columbia provides the trash service. The Contractor is responsible for the removal of trash in a timely fashion.

3.3.6.6. Telephone Service - The Contractor may utilize the current telephone system located on site. The Contractor shall be responsible for the monthly service fees and any other costs associated with the use of this system.

3.3.7. Food Service Vendors - Presently there are five (5) free-standing and one (1) interior food vending sites on the Boone County Fairgrounds. The equipment located at these sites is not owned by the County. The Boone County Commission anticipates that the food vending service agreements will provide the following:

3.3.7.1. Food Service Vendors will pay a percentage of gross sales to the Boone County Fair Board for sales made during the annual Boone County Fair. For all other events that the Food Service Vendors perform service(s), vendors will pay a percentage of gross sales to the Contractor.

3.3.7.2. Food Service Vendors are responsible for paying all utilities associated with the operation of their area.

3.3.7.3. The other terms of the Food Service Vendor arrangements shall be negotiated between Contractor and the Food Service Vendors.

3.3.8. Minimal Annual Use Obligations – Contractor shall be required to honor the following agreements in effect for the following organizations during the stated times for use of the entire area known as the Boone County Fairgrounds.

3.3.8.1. Boone County Agricultural and Mechanical Society – The Boone County Fair is held for fourteen (14) consecutive days between the first of June and the last day of August of each year. The Boone County Agricultural and Mechanical Society must present the dates of this event to the Contractor by the first day of March of each year and said fourteen (14) day period shall not conflict with any time period selected by Boone Electric Cooperative. All documented utility and previously agreed to expenses incurred during this use period shall be paid by the Boone County Agricultural and Mechanical Society to the Contractor. The Boone County Agricultural and Mechanical Society will also have the right to utilize County owned personal property at no additional rental/use fee. Conditions of use shall be in accordance to the Contractor and License Agreement between the Boone County Commission and the Boone County Agricultural and Mechanical Society.

The Boone County Fair dates for 2012 and 2013 will begin the third Saturday in July and run through the following Friday evening. Five to seven (5-7) days should be allowed for set-up and tear-down.

3.3.8.2. Boone Electric Cooperative – For three (3) days preceding and including the second Saturday of each July, Boone Electric Cooperative will conduct their annual meeting of membership. Employee meetings will be held for one (1) day in the months of May or June, and one (1) day in the months of September or October, with operator having priority of use of the premises.

3.3.8.3. 4-H Annual BBQ - For one day per year, the Boone County 4-H Clubs will have access to the Coliseum.

3.3.9. Year 2012 Bookings - All actual signed and accepted lease agreements for use of the facilities for events to be held after January 1, 2012 and known at the time of this writing may be provided at a later date upon request. The Contractor shall honor all contracts including an event deposit by the requesting organization. Event deposits secured for events that are scheduled after the commencement of this lease, will be transferred to the Contractor upon completion of the contractual agreements.

3.4. Scope of Work:

Described below is a general outline of the type of service to be delivered by the successful Contractor under the direction of the County designee, and the minimally acceptable standards of performance. This outline is intended as a guide for Offeror(s) to describe the nature of the services required and qualifications for the contract. All work contemplated herein will be as an independent contractor as to County and shall not be construed by Contractor or any third party as that of an employee, joint venture or other relationship with County.

3.4.1. CONTRACTOR REQUIREMENTS:

3.4.1.1. Pre-Opening Management Services – Prior to commencing with full management of the property, Contractor shall provide certain pre-opening management and technical consulting services to the County in anticipation of Contractor assuming the full management of the facilities. The pre-opening management services will begin as soon as practicable after receiving a Notice to Proceed from County, and shall begin not later than thirty (30) days after receipt of said Notice to Proceed. The Pre-Opening Management Services contemplated herein are set out on Attachment F to this Request for Proposal.

3.4.1.2. Definition of Acceptable Facility Use – The Contractor shall rent the identified buildings and grounds for public and private events, meetings, concessions, and other lawful uses. All uses must be in compliance with applicable laws, rules, regulations and ordinances. A copy of the use permit issued by Resource Management applies and can be found online at <http://showmeboone.com/resourcemanagement/regulations.asp>. The Boone County Fairgrounds is zoned M-L Light Industrial. Subject to the provisions of this Request for Proposal, Contractor will administer daily operations and act as a general manager for all functions relating to or in connection with the fairgrounds property.

3.4.1.3. Definition of Unacceptable Facility Use – The County Commission expressly prohibits the use of this facility for activities in any lewd or crude manner. This shall be defined as any public, on going or temporary operation involving nude dancing or nude entertainment. Specifically, establishments commonly known as juice bars, exotic dance clubs, message parlors or strip clubs, etc. are expressly prohibited.

3.4.1.4. Property Improvements - The Contractor shall not erect any permanent buildings or improvements or make any alterations to existing property or facilities without the prior written consent of the Boone County Commission. If and in the event, and

at the time the County Commission consents to the erection of any such buildings, improvements or alterations, if ever, the County shall have the option to accept or approve such buildings, improvements or alterations to become the property of the County at the end of the applicable lease period, or alternatively, to have such buildings, alterations or improvements removed by the Contractor at the end of the applicable lease period, in which Contractor shall repair all damage occasioned by such removal. Approval for any approved property improvements will be in the form of a separate agreement between the County Commission and the Contractor.

- 3.4.1.5.** Contractor must pay all debts which accrue when due associated with the operation of the leased property and shall not mortgage, transfer, assign or otherwise encumber the property without the prior written approval of the Boone County Commission. The facility shall be operated and maintained in accordance with the standards, rules and regulations prescribed by the federal, state and local governmental entities having jurisdiction and any other laws, rules or regulations or ordinances as may be applicable concerning the use, operation or maintenance of the premises.
- 3.4.1.6.** Contractor must, at their own expense, identify, provide and maintain in force any and all federal, state and local licenses and permits for the legal operation of all aspects of the Boone County Fairgrounds.
- 3.4.1.7.** Contractor must coordinate with all event promoters to provide all anticipated vendor information to the Missouri Department of Revenue (DOR) in advance of any scheduled event. Contractor must facilitate the provision of all information necessary to allow for the efficient collection of all applicable sales taxes by DOR from any taxable sale made by any vendor, and otherwise cooperate with DOR and County in all matters relating to the collection of sales taxes due from taxable sales conducted at the subject property.
- 3.4.1.8.** Contractor will facilitate the acquisition of all required licenses, permits, and/or inspections required of any promoter or vendor under local, state or federal law, including County Merchant's Licenses through the Boone County Collector.
- 3.4.1.9.** Contractor must meet all safety regulations as set forth by any applicable federal, state or local laws, ordinance or regulations.
- 3.4.1.10.** The facilities shall be maintained in a clean, safe and workable condition by Contractor. It shall be the responsibility of the Contractor to repair any damage deemed caused by its operation or negligence. It is further the responsibility of the Contractor to notify the County of any required capital repairs or maintenance that Contractor becomes aware of and Contractor believes is necessary. Such notification shall be provided in a timely manner to reduce risk or additional costs for capital repairs. This section also requires keeping the grassy areas mowed on a regular basis.
- 3.4.1.11.** Contractor shall provide all staff and equipment for the operation of this facility.

- 3.4.1.12.** Contractor shall administer, assure compliance with and negotiate occupancy agreements, booking commitments, advertising agreements, concession agreements (food and beverage) for the Fairgrounds and novelty agreements (if any). Such agreements which pertain to the use, operation and occupancy of the Fairgrounds shall be executed by the Contractor in its own name, for a term of not more than the remaining initial term of this Agreement; and approved by the County Commission for any period which exceeds the term of this Agreement.
- 3.4.1.13.** Contractor shall require that all users of the Fairgrounds provide certificates of insurance evidencing a minimum of liability insurance at the current “per occurrence” sovereign immunity limits as promulgated by the Missouri Department of Insurance. Copies of these certificates are to be kept on file with copies provided to the Boone County Clerk’s office. All such liability policies shall name Boone County as additional insured. Contractor shall require all users of the Fairgrounds to execute an indemnification clause containing an obligation to defend, running in favor of the County and Contractor, the form of said clause to be subject to the County Attorney’s approval.
- 3.4.1.14.** Contractor shall be required to rent, lease or purchase all non-capital, event related and ordinary maintenance supplies and equipment for the operation and maintenance of the Fairgrounds.
- 3.4.1.14.1.** Capital expenditure(s) is defined as acquisition or improvements to upgrade County owned physical assets such as property, buildings and/or equipment. Maintenance and Repair is defined as the costs to upkeep machinery and equipment for the use of business operations or the upkeep of rental property.
- 3.4.1.15.** Contractor shall be required to secure necessary pest control required for the types of events held at the Fairgrounds, as well as arrange and pay for all necessary exhaust hood inspections and fire extinguisher inspections. Contractor shall not be required to provide termite control.
- 3.4.1.16.** Contractor shall keep all leased property in good repair and order, ordinary wear and tear excepted, and shall not commit waste on the premises, nor sell, remove, damage or destroy any of the property. Contractor agrees to keep and maintain the property in as good a condition as in existence as of the execution date of the management agreement.
- 3.4.1.17.** Contractor shall allow County representatives the right to inspect the property as requested.
- 3.4.1.18.** Contractor shall secure HVAC system preventive maintenance agreements and provide proof of said agreements within thirty days after possession of the property. The cost of said agreements is to be paid by Contractor.
- 3.4.1.19.** Contractor will not be required to pay property taxes on the property included in this request.

- 3.4.1.20.** Contractor shall be responsible for general maintenance and repair of the County owned trade fixtures utilized under this agreement.
- 3.4.1.21.** Contractor shall keep and maintain an adequate system for control and accounting of all revenue and expenses relating to the operation of the property during the term of the Agreement and any extensions thereof. The form and content of those financial records shall be subject to County's approval, and will allow for the County's evaluation of the financial viability of the property, inclusive of all revenue sources and expenditures. Said records shall be made available to County upon request, and shall be provided in a format that facilitates County's review of the financial operation of the fairgrounds property. In addition to these records, monthly operating reports relating to the operations of the facility and which show monthly operational results, in a mutually-agreed to format, shall be provided to County by Contractor. Contractor shall not make any substantive changes to this records system as approved by County as part of the deliverables from the Pre-Opening Management Services without first obtaining County's written approval.
- 3.4.1.22.** Contractor shall establish and maintain complete and orderly files containing correspondence, maintenance, service contracts, payroll records, receipts, bills, vouchers and other documents and papers pertaining to its management of the facilities. Contractor shall not make any substantive changes to this records system as approved by County as part of the deliverables from the Pre-Opening Management Services without first obtaining County's written approval.
- 3.4.1.23.** Contractor shall provide a proposed, annual budget for the operations of the facilities which shall be subject to County's approval for the initial term of this agreement and any subsequent term. The budget, once approved by County, may not be amended without the prior, written approval of County.
- 3.4.1.24.** Event deposits shall be required, and said deposits shall be retained by Contractor in a separate escrow account approved by County until earned under the terms of the rental agreement. Any held but unused event deposits shall be transferred to County upon termination of the Agreement with Contractor.
- 3.4.1.25.** Contractor shall coordinate and communicate with local news media, business firms, hotels, civic organizations and other entities to promote an increased public interest in the fairgrounds facilities and available activities.
- 3.4.1.26.** Contractor shall have no authority and shall not do anything, take any action or incur any obligations that would violate or extend beyond the term of this Agreement.
- 3.4.1.27. Reportable Income:** Contractor shall report results of operations on his/her federal and state income tax return. As such, he/she shall be responsible for all income tax liabilities arising from the operations of the facility. The Contractor shall be responsible for all payroll-related withholding/reporting for employees hired by the Contractor as well as 1099 reporting for non-employee compensation.

3.4.2. BOONE COUNTY INSURANCE REQUIREMENTS - The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide.

3.4.2.1. Compensation Insurance - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor.

Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$1,000,000.00 each employee, \$1,000,000.00 each accident, and \$1,000,000.00 policy limit.

3.4.2.2. Comprehensive General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less at the current "per occurrence" sovereign immunity limits as promulgated by the Missouri Department of Insurance for any one occurrence covering both bodily injury and property damage, including accidental death. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included. **Proof of Coverage of Insurance** - The Contractor shall furnish the County with Certificate(s) of Insurance which name **the County of Boone – Missouri as additional insured** in an amount as required in this contract and requiring a thirty (30) day mandatory written cancellation notice. In addition, such insurance shall be on an occurrence basis and shall remain in effect until such time as the County has made final acceptance of the project.

The Contractor shall provide the County with proof of General Liability and Property Damage Insurance with the County as additional insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum limit of such insurance will be at the current "per occurrence" sovereign immunity limits as promulgated by the Missouri Department of Insurance, combined single limits. Limits can be satisfied by using a combination of primary and excess coverages. Should any work be subcontracted, these limits will also apply. Coverage wording shall include hold harmless agreement as written below, subrogation waiver and protection against third party suits to further protect Boone County from liability belonging to the Contractor.

The Contractor is required to carry Professional Liability Insurance with a limit of no less than the current "per occurrence" sovereign immunity limits as promulgated by the Missouri department of Insurance, and naming Boone County as additional insured.

3.4.2.3. COMMERCIAL Automobile Liability – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than the current “per occurrence” sovereign immunity limits as promulgated by the Missouri Department of Revenue, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor’s own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.

3.4.3. INDEMNITY AGREEMENT: To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, agents, and employees from and against all claims arising by reason of any act or failure to act, negligent or otherwise, of Contractor, (meaning anyone, including but not limited to consultants having a contract with Contractor or subcontractor for part of the services), of anyone directly or indirectly employed by Contractor, or of anyone for whose acts the Contractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

3.4.4. In performing all services under the resulting contract agreement, the Contractor shall comply with all local, state and federal laws.

3.4.5. County Responsibilities –

3.4.5.1. The County will be responsible for the maintenance and operations of major structural components including roofs, safety, and HVAC systems.

3.4.5.2. The County will provide and pay for termite control and inspections specifically.

3.4.5.3. Any payments made by the County to the Contractor will be reported as 1099 income by the County to the Contractor.

3.4.6. Capital Repair and Replacement Fund – All capital funding suggested by Contractor and approved by County shall be paid into a Fund administered by County on a minimum of a quarterly basis, with payments due no later than the fifth day of the first month of the quarter.

3.4.7. Security Deposit - A security deposit in the amount of \$5,000.00 must be submitted to the Boone County Commission upon execution of the management agreement to ensure the good care and maintenance of the County facilities subject to the management agreement. At time of termination of the Agreement, the County Commission will inspect the premises to determine if any of the security deposit is to be applied toward any repairs or maintenance to the subject facilities. The security deposit will be utilized, if necessary, to restore property to the conditions prior to the commencement of the management agreement with Contractor. If use of the security deposit is not necessary, the County Commission agrees to return said deposit within thirty (30) days of termination.



4. PROPOSAL SUBMISSION INFORMATION

4.1. RESPONSE TO PROPOSAL

4.1.1. Submission of Proposals:

4.1.1.1. When submitting a proposal, the Offeror should include the **original and six (6) additional copies (total of 7)**.

a. The Offeror shall submit the proposal to:

Boone County Purchasing Department
Attn: Melinda Bobbitt, CPPB, Director of Purchasing
613 E. Ash Street
Columbia, MO 65201

b. The proposal response must be delivered no later than **9:15 a.m. on October 25, 2011**. Proposals will not be accepted after this date and time.

4.1.1.2. To facilitate the evaluation process, the Offeror is encouraged to organize their proposal into distinctive sections that correspond with the individual evaluation categories described herein.

a. Each distinctive section should be titled with each individual evaluation category and all material related to that category should be included therein.

b. The signed response page from the original RFP and all signed amendments should be placed at the beginning of the proposal.

c. The Proposal must, at a minimum, address all mandatory and desired services, equipment, materials, etc. Responses will fully describe how the service will be performed and what hardware/software (if any) is required at the County to access the service.

4.1.1.3. The Offeror is cautioned that it is the Offeror's sole responsibility to submit information related to the evaluation categories, and that the County is under no obligation to solicit such information if it is not included with the proposal. The Offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal. Any Offeror whose responses deviate from the outlined specifications may automatically be disqualified.

4.1.1.4. Offeror's Contacts: Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. Offerors and their agents may not contact any County employee other than the buyer of record

regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.

4.1.2. Competitive Negotiation of Proposals: The Offeror is advised that under the provisions of this Request for Proposal, the County reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

- 4.1.2.1. Negotiations may be conducted in person, in writing, or by telephone.
- 4.1.2.2. Negotiations will only be conducted with potentially acceptable proposals. The County reserves the right to limit negotiations to those proposals, which received the highest rankings during the initial evaluation phase.
- 4.1.2.3. Terms, conditions, prices, methodology, or other features of the Offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the Offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- 4.1.2.4. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the County determines that a change in such requirements is in the best interest of the entities.

4.1.3. Evaluation and Award Process:

4.1.3.1. After determining a responsible Offeror and a responsive proposal through the determination that the proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below:

a. **Method of Performance**

b. **Experience/Expertise of Offeror**

- the specialized experience and technical competence of the offeror with respect to the services required.
- the capacity and capability of the Offeror to perform the services.

c. **Cost**

- the anticipated, economic value to Boone County (in terms of anticipated revenue from the operations of the property as well as any other method chosen by the Offeror)

4.1.3.2. After an initial evaluation process, a question and answer interview may be conducted with the Offeror, if deemed necessary by the County. In addition, the Offeror may be asked to make an oral presentation of their proposal to the evaluation team at a designated Boone County location. Attendance cost shall

be at the Offeror's expense. All arrangements and scheduling will be coordinated by the County.

4.1.4. Evaluation:

- 4.1.4.1. The method by which the proposed method of performance is written will be left to the discretion of the Offeror. However, the Offeror should address each specific paragraph and subparagraph of this RFP by paragraph and page number as an item for discussion. Immediately below these numbers, write descriptions of how, when, by whom, with what, to what degree, why, where, etc, the requirements will be satisfied.
- 4.1.4.2. Where the words "shall" or "must" are used, they signify a required minimum function of system capacity that will heavily impact the Offeror's final response rating.
- 4.1.4.3. Where the words "should", "may" or "desired" are used, they signify that the feature or capacity is desirable but not mandatory; therefore, the specifications in question will possess minimal impact on the Offeror's final response rating.
- 4.1.4.4. Experience and reliability of the Offeror's organization are considered subjectively in the evaluation process. Therefore, the Offeror is advised to submit any information, which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.

Experience and Expertise:

- 4.1.4.2. Provide a listing of all agencies (preferably government) for which work was performed within the preceding two years and nature of services. In the event your firm has not provided relevant services for governmental entities, then provide a listing of institutional or business clients for whom work has been performed in the preceding two years. If references are unavailable, provide a detailed explanation of why references are not available.

The Offeror should provide the following information related to previous and current services/contracts performed by the Offeror's organization and any proposed subcontractors which are similar to the requirements of this RFP (This information may be shown on the form attached as Attachment B to this RFP or in a similar manner):

- a. Name, address, and telephone number of client/contracting agency and a representative of that client/agency who may be contacted for verification of all information submitted;
- b. Dates and locations of the service/contract; and
- c. A brief, written description of the specific prior services performed and requirements thereof (preferably that are similar in nature to those described in this request).

- 4.1.4.3. Provide a narrative description of the types of services you have previously performed that are similar in nature to those described in this request.
- 4.1.4.4. Provide a detailed description of all costs to County associated with the Pre-Opening Management Services described in Attachment F as well as a schedule of bench marks associated with those services to be completed within the first ninety (90) days after commencement of said services. Also include a detailed description of what services Offeror can provide County to assist in operating the property for preexisting bookings during the ninety (90) days that Offeror is providing the Pre-Opening Management Services, as well as the related costs for said services should County choose to use Offeror's services during this initial period.
- 4.1.4.5. Other Required Information – Offeror should attach a Certificate of Good Standing or a letter of incorporation from the Secretary of State (for appropriate state) for the current fiscal year.
- 4.1.4.6. The Offeror should submit a copy of all licenses, certifications, accreditation, and/or permits, which may be required by state, federal, and/or local law, statute, or regulation in the course of conduct of the Offeror's business. If not submitted with the proposal, the County reserves the right to request and obtain a copy of any license or certification required to perform the defined services prior to contract award.
- 4.1.4.7. Resumes of proposed management staff or description of criteria to be used in hiring management staff must be included in the response.
- 4.1.4.8. Include description of the proposed management team, and the role to be played by each member of the proposed team.
- 4.1.4.9. Include proposed team organizational structure, interrelationships, and interactions.
- 4.1.4.10. Include information which demonstrates the Offeror's financial stability and ability to perform the required services. Audited financial statements may be required of those qualified as a result of this RFP.

Method of Performance:

- 4.1.4.11. Include a transition plan to demonstrate smooth and timely “take over by January 1, 2012, with all activities and milestones identified.
- 4.1.4.12. Proposed Method of Performance – Offeror shall present a written narrative demonstrating the method or manner in which the scope of this request will be satisfied. The language should be straightforward and limited to facts, solutions to problems, and plans of proposed action. This should include a detailed description of proposed staffing, processes and technology.

- 4.1.4.12. Proposals will be subjectively evaluated based on the Offeror's distinctive plan for performing the requirements of the RFP. Therefore, the Offeror should present a written narrative, which demonstrates the method or manner in which the Offeror proposes to satisfy these requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action/approach.
- 4.1.4.13. Describe in detail the types of use for these facilities your firm will attempt to secure. Under what basis were these types of events selected and based upon what criteria do you believe you can be successful in securing these types of events. What types of uses or services do you see utilized for the property and areas described in this request?
- 4.1.4.14. How will your firm secure the required personal property to be used in operating these facilities?
- 4.1.4.15. Provide any other comments or information you believe would help in the evaluation of your proposal and as it relates to observations made regarding previous operations and/or proposed changes in operation that would support a self-sufficient facility operation.
- 4.1.4.16. What do you propose for the facility rate fees and under what basis have these proposed fees been established? Offeror must attach a copy of any proposed rate structure(s). Do you believe the previous users and current customer base support should continue with use of these facilities at the proposed rates? Will there be one standard fee structure for all users or do you propose a varied type of fee structure for different types of users (for profit vs. not for profit type users or any other category deemed appropriate by Offeror)?
- 4.1.4.17. Provide a detailed description of each element of service Contractor proposes and the cost of each element of service, as well as a proposed annual budget for the operation of the facilities. The total proposed cost of service delivery will be a significant criterion in the evaluation of all proposals, and the Contractor is encouraged to provide an itemization of the anticipated maximum annual cost exposure to County under Contractor's proposal.
- 4.1.4.18. Provide a detailed description of the policies, procedures and systems Contractor would employ for the control of and accounting for all receipts of revenue, in cash or other form, and all expenditures made in furtherance of Contractor's management duties, relating to the operation of the facilities.



5. Response/Pricing Page

In compliance with this Request for Proposal and subject to all the conditions thereof, the Offeror agrees to furnish the services/equipment/supplies requested and proposed and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of this proposal and is authorized to contract on behalf of the firm named below. (Note: This form must be signed. All signatures must be original and not photocopies).

Company Name: _____

Address: _____

Telephone: _____ Fax: _____

Federal Tax ID (or Social Security #): _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

E-Mail Address: _____

5.1. Attach Cost of Services for any items that may be charged to Boone County at the beginning of the contract and throughout the contract period. Attach to this page and place at the beginning of your proposal response: List individual cost items and a grand total for proposed services. We understand there may be no associated costs. If so, please provide a statement to that affect.

5.2. Describe any proposed pricing structure. Pricing structure may include a monthly lease rate paid to Boone County for the lease of the property described in this request, may include a percentage of commission provided to Boone County, may include a base plus bonus, or any other pricing structure proposed by Offeror.

5.3. Provide a contact person who will be responsible for coordinating the efforts and personnel of all parties involved in the response, to include, but not be limited to, oral presentations, demonstrations, site visits and responses to request for clarification, if any. Provide the following:

Name:
Organization:
Address:
E-mail:
Phone Number:
Fax:

5.4. Renewal Option:

The County shall have the sole option to renew the contract in one year increments for a total accumulated period of three additional years. If the options are exercised, the Contractor shall charge the County the same prices as quoted originally except as modified in the paragraph below. Offerors are to state if prices are firm for these renewal periods.

Yes _____ No _____

If no, please indicate the maximum percentage of increase or decrease off proposed rates:

First Renewal (through 12/31/14): + _____ % - _____ %

Second Renewal (through 12/31/15): + _____ % - _____ %

Third Renewal (through 12/31/16): + _____ % - _____ %

Note: These renewal options will be used in the evaluation.

5.5. The Offeror **MUST** state the number of days required before the services described herein could be provided: _____ days after effective date of contract award.



“No Bid” Response Form

ATTACHMENT A

Boone County Purchasing
613 E. Ash Street
Columbia, MO 65201

Melinda Bobbitt, CPPB, Director
(573) 886-4391 – Fax: (573) 886-4390

“NO BID RESPONSE FORM”

**NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT TO
SUBMIT A PROPOSAL RESPONSE**

If you do not wish to respond to this proposal request, but would like to remain on the Boone County vendor list **for this service**, please remove form and return to the Purchasing Department by mail or fax.

If you would like to FAX this “No Bid” Response Form to our office, the FAX number is (573) 886-4390.

Proposal: 42-25OCT11 – Boone County Fairgrounds Facility Management Services

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reasons for not providing a proposal response:



ATTACHMENT B

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

2. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

3. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the County to verify "lawful presence" of individuals when we contract for work/service; verify that contractor has programs to verify lawful presence of their employees when contracts exceed \$5,000; and a requirement for OSHA safety training for public works projects.

The County is required to obtain certification that the bidder awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if your contract amount is in excess of \$5,000. **Attach to this form the first page (which shows your company's name) and the last page (which shows your signature) of the E-Verify Memorandum of Understanding that you completed when enrolling.** The link for that form is:

<http://www.uscis.gov/files/nativedocuments/save-mou.pdf>

Additional information may be obtained from:

<http://www.uscis.gov/files/nativedocuments/MOU.pdf>

If you are an Individual/Proprietorship, then you must return the attached *Certification of Individual Bidder*. On that form, you may do one of the three options listed. Be sure to attach any required information for those options as detailed on the *Certification of Individual Bidder*. If you choose option number two, then you will also need to complete and return the attached form *Affidavit*.

CERTIFICATION OF INDIVIDUAL BIDDER

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

- 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.

- 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.

- 3. I have provided a completed application for a birth certificate pending in the State of . Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant

Date

Printed Name

AFFIDAVIT
(Only Required for Certification of Individual Bidder (Option #2))

State of Missouri)
)SS.
County of _____)

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

On the date above written _____ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

Notary Public

My Commission Expires:

(Please complete and return with Proposal Response)

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR
CERTIFICATION)**

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

**STANDARD TERMS AND CONDITIONS – CONTRACT WITH BOONE COUNTY,
MISSOURI**

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an “all or none” basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine or **e-mail** will be accepted. **U.S. mail only.**
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration’s Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to

a particular bid should be directed to the Purchasing Department prior to bid opening.

15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.

ATTACHMENT F – Pre-Opening Management Services

Prior to the commencement of full management services, Contractor shall undertake certain pre-opening management and marketing activities to accomplish the objectives set out in the Request for Proposal and to prepare and organize the operations of the property. These Pre-Opening Management Services shall include, without limitation, the following activities:

1. Prepare a Pre-Opening Budget for approval by the County.
2. Conduct whatever rate and pricing surveys deemed appropriate by Contractor (e.g. exhibition center rental, equipment and labor rates, etc) on a national and regional basis, in consultation with the County and the Columbia Convention and Visitors Bureau, to determine the appropriate pricing structure for the Convention Center, and report the results of the same to County.
3. In consultation with the County, develop a mission statement for the property (which may include alternate names for the property and facilities) to maximize utilization of the facilities and economic impact on Boone County.
4. Provide recommendations to the County regarding booking policies based on an evaluation of competitive exhibition and recreation facilities, local market considerations and the goals of the County.
5. Develop a detailed pre-opening marketing plan to aggressively market the property on a local, regional and national level to submit to the County at the close of the Pre-Opening Management Activities.
6. Develop and submit to the County for approval, the Operations Manual for the property.
7. With consideration to the County's financial objectives and the local operating environment, determine which event services will be provided in-house and which will be provided through third-party vendor relationships.
8. Develop strategies to maximize the County's financial returns with respect to third-party vendor service programs.
9. Develop in consultation with County an acceptable advertising policy and a marketing plan for advertising opportunities.
10. Solicit proposals and submit for County's approval proposed vendor concession and sub-contractor arrangements.
11. Prepare and submit to the County for approval, standard forms of user agreements, contracts, subcontracts, license agreements, monthly performance reports to be provided to County (which shall include a list of budgeted versus actual revenue and expenditures), and other standard forms that Contractor would propose to use.
12. Prepare and submit to County for approval Contractor's proposed books and records system(s), which shall facilitate County's access to booking information, executed contracts,

insurance certificates, paid bills, pending invoices, and other details documenting the operation of the property.

13. Develop “partnerships” with the Columbia Convention and Visitors Bureau and other possible stakeholders to develop coordinated promotional strategies.

14. Develop, in consultation with County, a possible plan to partner with the City of Columbia for recreational opportunities associated with the property.

15. Develop a database, in consultation with County, of horse show organizers and event planners with booking potential for the property.

16. Establish catering policies, food vendor policies, and service standards for food services to be offered at the property.

17. Prepare monthly status reports reflecting Contractor’s activities on behalf of the Property.

18. Create exposure for the property in the local community and establish communication channels with the Columbia Convention and Visitors Bureau, local hotels, area leisure attractions, horse shows and the local business community through “round-table” meetings and electronic media.

19. Develop plans for a website for the property to include, without limitation, sales and booking information, plans and specifications of the existing facilities, event services information and pricing, a booking calendar, links to local attractions, transportation providers, the Columbia Convention and Visitors Bureau, and the various Chambers of Commerce operating in Boone County. These plans are to be presented to County for review and approval at the close of the Pre-Opening Management Services.

20. Develop written policies and procedures to ensure that all licenses and permits required for the operation of the property are procured both by Contractor and all vendors operating on the property, including, but not limited to, all occupancy permits, business licenses, merchant’s licenses, and any other license or permit required by local, state or federal law. In addition, these policies should address how Contractor will facilitate the transmission of information to the Missouri Department of Revenue to allow for effective collection of any sales taxes that are generated from taxable sales that will occur on the property.

21. Prepare an Annual Operating Budget, for the first year of operations, including all revenue projections and expense projections, with specific, all-inclusive detail of each expense that Contractor would expect County to incur for the operation of the facility, including any management fees or expense reimbursements to Contractor.

22. Develop written policies and procedures for a form Public Services Impact Statement which will allow Contractor to notify, interact with and obtain agreements from all public service providers (Sheriff’s Department, Boone County Public Works, Public Safety Joint Communications, Fire Districts, etc) for any bookings that would have an impact on street closures, traffic issues or other public services.

23. Prepare a report of any capital expenditures recommended by Contractor for County to undertake in the next two (2) years as well as an estimate of the related costs and a proposal for funding all or a portion of said costs from the revenue generated from the operations of the property.

24. In consultation with and in coordination with County, book events to occur at the property.

25. Render any other services incidental to the preparation and organization of the property's operations as may be reasonably required for the property to be adequately staffed and capable of operating as proposed by Contractor.