



Boulder County Purchasing
1325 Pearl Street
Boulder, CO 80302
purchasing@bouldercounty.org

REQUEST FOR PROPOSAL
COVER PAGE

RFP Number:	7049-19
RFP Title:	Boulder County Fairgrounds Master Plan
Pre-Proposal Meeting:	N/A
RFP Questions Due:	September 16, 2019
Submittal Due Date:	October 28, 2019
Email Address:	purchasing@bouldercounty.org
Documents included in this package:	Proposal Instructions Terms and Conditions Specifications Insurance and W-9 Requirements Submittal Checklist Evaluation Criteria Signature Page Appendix A-C Sample Contract



Boulder County Purchasing
1325 Pearl Street
Boulder, CO 80302
purchasing@bouldercounty.org

RFP PROPOSAL INSTRUCTIONS

1. Purpose/Background

Boulder County Building Services (BCBS) and the Boulder County Parks & Open Space (POS) Department are seeking a team of professional consultants with relevant experience and expertise to develop a strategic master plan for the Boulder County Fairgrounds. The master plan will take into consideration the historical, cultural, recreational, and economic viability of the fairgrounds for Boulder County residents.

Building Services (BCBS) Architects have attached relative maps and plans **in three (3) appendices**.

Appendix A = Boulder County Fairgrounds Facility List

Appendix B = Boulder County Fairgrounds Map

Appendix C = Boulder County Fairgrounds Context Map

2. Schedule

RFP Number:	7049-19
RFP Title:	Boulder County Fairgrounds Master Plan
RFP Questions Due:	9/16/19
RFP Addendum Due:	10/07/19
Proposal Due Date:	10/28/19
Consultant Interviews (TBD):	11/06/19 and 11/07/19 - Time TBD
Consultant Award:	11/18/19
Contract Negotiations:	11/19/19
Notice to Proceed:	2/3/2020
Email Address:	Purchasing@bouldercounty.org

The above dates are subject to change by BCBS at their discretion.

3. **Pre-Proposal Meeting** - There will be no pre-proposal meeting.

4. **Written Inquiries**

All inquiries regarding this RFP will be submitted via email to the Boulder County Purchasing Office at purchasing@bouldercounty.org on or before 2:00 p.m. **September 16, 2019**. A response from the county to all inquiries will be posted and sent via email no later than **October 7, 2019**.

Please do not contact any other county department or personnel with questions or for information regarding this solicitation.

5. **Submittal Instructions**

Submittals are due at the Administrative Services Information Desk or email box (preferred) listed below, for time and date recording on or before **2:00 p.m. Mountain Time on October 28, 2019**.

Your response can be submitted in the following ways. Please note that email responses to this solicitation are preferred, but are limited to a maximum of 50MB capacity. NO ZIP FILES ALLOWED. Electronic submittals must be received in the email box listed below. Submittals sent to any other box will NOT be forwarded or accepted. This email box is only accessed on the due date of your questions or proposals. Please use the Delivery Receipt option to verify receipt of your email. It is the sole responsibility of the proposer to ensure their documents are received before the deadline specified above. Boulder County does not accept responsibility under any circumstance for delayed or failed email or mailed submittals.

Email purchasing@bouldercounty.org; identified as **RFP # 7049-19** in the subject line.

-OR-

US Mail One (1) unbound copy of your submittal, printed double-sided, 11 point, on at least 50% post-consumer, recycled paper must be submitted in a sealed envelope, clearly marked as **RFP # 7049-19**, to the Administrative Services Information Desk located at 1325 Pearl Street, Boulder, CO 80302.

All RFPs must be received and time and date recorded by authorized county staff by the above due date and time. Sole responsibility rests with the proposer to see that their RFP response is received on time at the stated location(s). Any responses received after due date and time will be returned to the proposer.

The Board of County Commissioners reserves the right to reject any and all responses, to waive any informalities or irregularities therein, and to accept the proposal that, in the opinion of the Board, is in the best interest of the Board and of the County of Boulder, State of Colorado.

Americans with Disabilities Act (ADA): If you need special services provided for under the Americans with Disabilities Act, contact the ADA Coordinator or the Human Resources office at (303) 441-3525 at least 48 hours before the scheduled event.



Boulder County Purchasing
1325 Pearl Street
Boulder, CO 80302
purchasing@bouldercounty.org

SPECIFICATIONS

BACKGROUND

In 1978 the [Rural Resource Park](#) was established in Longmont on a site that encompasses the current Boulder County Fairgrounds (Fairgrounds). The Fairgrounds site has evolved over time and presently occupies 80 acres that is bounded by Nelson Road to the south, Hover Road (N 95th St) to the west, Boston Avenue to the north, and various commercial interests to the east. Included on the 80 acres is a campground dedicated to RV camping, with 96 stalls, a shower, and a restroom facility. To the south of the campground is a three-acre lot that is owned by the county but leased and maintained by the Longmont Humane Society. The Longmont Humane Society is operated privately but the campground is owned, operated, and maintained by the Fairgrounds.

The Boulder County Fairgrounds is a unique community-serving facility that provides an integral service to the county. It is the home of the Boulder County Fair, the oldest fair in the State of Colorado, which dates to 1874, and in 2019 celebrated its 150-year anniversary. More recently, since the mid-1980s, the Longmont Farmers Market has been operating on the north side of Fairgrounds. The Farmer's Market is open on Saturdays and runs from April through November. Over the last 41 years, the Fairgrounds has evolved into a multi-purpose facility that supported over 1,037 events in 2018 alone, including the 10-day Boulder County Fair. The County Fair is an annual event that is independently run by the County Fair Board. The Board regularly reviews their programs and activities with Boulder County Risk Management and Parks & Open Space facilities maintenance staff. The Fairgrounds also serves as a designated evacuation center that can be activated in the event of a natural disaster. It is expected that the Fairgrounds will be operational 24 hours a day, 7 days a week, if/when functioning as an evacuation center.

The Fairgrounds is a major investment for Boulder County and an asset to the entire community that generates over \$9 million in direct economic activity annually. To continue providing the

best in public service, the county desires to develop a new master plan that meets the current and future needs of the community and that continues to attract new users.

INTRODUCTION AND SCOPE OF WORK

Over the years the Fairgrounds has continued to evolve from supporting a county fair to an events center for multiple activities for non-profits, commercial activity, and a center to support myriad emergency operations. Historically, its primary function has been to support the viability of local agriculture in Boulder County and this will continue to be an important purpose. However, the Fairgrounds has evolved into a year-round event center supporting community education, recreation and entertainment. Boulder County is open to identifying new and meaningful ways in which the Fairgrounds can serve the community. The [Fairgrounds Policy Manual](#) and [Fairgrounds 2015 Economic Impact Study](#) provide additional context.

The purpose of this RFP is to retain the services of a team of professional consultants with expertise in fairgrounds design and management, survey design and analysis, ADA analysis and compliance, and facility assessment. This team will deliver a high level of knowledge, dedication, and experience to conduct an evaluation of existing conditions, a use analysis, and a facility master plan for the Boulder County Fairgrounds.

This proposal will include two parts: Master Plan and Design Services

MASTER PLAN:

1. Use Analysis
2. Evaluation of Existing Conditions / Facility Assessment
3. Operational Review
4. Public Engagement
5. Final Fairgrounds Master Plan

DESIGN SERVICES:

1. Zoning, code analysis, and physical connectivity to community
2. Service Accessibility
3. Site Analysis
4. Site Design
5. Cost Estimating, proposed budget, and schedule for upgrades

MASTER PLAN:

1. USE ANALYSIS

- Conduct an analysis of Boulder County Fairgrounds' current operations and national trends of fairgrounds management.
- Review and quantify potential revenue enhancement opportunities and future demand for the market segments over the next 20 years.
- Prepare master plan recommendations based on research and potential uses.
- All master plan recommendations will be vetted with the Executive Advisory Board (EAB) after community engagement where we ask users what they think is working well now and what they would like to see in the future.
- Conduct an analysis to identify potential uses to attract end users in Boulder County that can be supported by the Boulder County Fairgrounds.

2. EVALUATION OF EXISTING CONDITIONS / FACILITY ASSESSMENT

- The Facility Assessment will determine the usefulness of existing structures, infrastructure, grounds, parking, and roadways.
- Determine which facilities, utilities, and infrastructure could be reused in the master plan.
- Assess the existing deficiencies, including ADA accessibility and current conditions of the buildings.
- Assess the current site conditions and projected user capacity.

3. OPERATIONAL REVIEW

- Conduct an analysis of Boulder County Fairgrounds Operations and research best practices, potential master plan improvements, and potential uses.
- After community engagement, give recommendations and potential opportunities for changes in Fairgrounds uses to the EAB that could attract new end-users or enhance existing uses.
- Review existing emergency operations and potential future emergency operations.
- Recommend facilities necessary to attract potential opportunities.
- Identify unique user issues not covered above.

4. PUBLIC ENGAGEMENT:

Public engagement is a fundamental tenet for Boulder County and will be a big part of the Fairgrounds Master Plan efforts. The consultant will implement and facilitate stakeholder input and public involvement in the use analysis and master planning process. We foresee key partnerships in the public engagement effort will include, but not be limited to, Boulder County Board of County Commissioners (BOCC), Fairgrounds Manager, Fair Board, CSU Extension staff, Municipalities within the county, non-profit and business organizations, Boulder County Building Services (BCBS), Boulder County Land Use Planners, and active Fairgrounds facility users. Community engagement should also extend to under-served and historically marginalized population segments including, but not limited to, the Latinx community and the American Indian community. The consultant will develop an initial public outreach program and strategy that targets:

- Current Fairgrounds users
- Under-served populations
- Stakeholders
- Other groups that the consultant and county project team will identify

Considerations for public engagement strategy:

(All public communications will be a collaboration with POS communications and BOCC POI)

- Best use potential for the Fairgrounds.
- Communicate with the public, especially affected populations and stakeholders.
- Notify the public early about the project and throughout the planning process.
- Provide opportunities for the public to participate at key points in developing the plan: initial scoping, alternative analysis, final recommendation, and final plan adoption.
- Provide access to participation in alignment with promising equity practices, including but not limited to: evening/weekend meetings, child care, language translation, compensation, use of bi-lingual and bi-cultural community liaisons.
- Gather public feedback through a variety of opportunities that could include: community meetings, surveys, online comment/feedback platform, and other systems designed to reach current and potential users of the property, included but not limited to: who participated, comments offered by individual participants (meeting notes, comment cards, email correspondence, etc.), results of formal or informal surveys or polls, activities or exercises designed to elicit public input.

- Document all public input as part of the report that should include: public concerns, preferences, values, objectives, and how the plan or study will respond to public input, subject to final approval by BOCC.
- After collecting and processing the input from the community, conduct workshops with the EAB to view the pros and cons of the Fairgrounds options.
- Conduct final community engagement with stakeholders and Fair Board where we explain to the public the mission, vision, and values established by the EAB. Then review the findings from the previous community engagements and finally review the recommendations from the EAB and the Fairgrounds master planning team. This will include the visual character of the grounds and buildings; improvement to existing grounds, buildings, restrooms, parking lots and drives, and Boulder County Campgrounds. A preliminary schedule will also be shared with the public at this final community engagement.
- After this final engagement, a final presentation of the executive summary of the Fairgrounds Master Plan will be shared with the Board of County Commissioners (BOCC). All documents and visual graphics from BOCC meetings will be made available to the public. The plan should consist of an outline of facilities and activities and projected costs, divided into phases by priority with a timeline.

5. FINAL FAIRGROUNDS MASTER PLAN

- Development of a Fairgrounds Master Plan with architectural and landscape renderings. Summarize the facility assessment, operational review, use analysis, and public engagement feedback. Provide a timeline, an estimated budget, and prioritized phasing plan for implementation.
- The master plan will identify the future needs of the property to make sure the property remains relevant to Boulder County residents and visitors. The solution may include new construction, infrastructure enhancement, renovation, and/or new physical connections to the community. The master plan design will fully address the operational requirements of this 365-day-a-year event facility.

DESIGN SERVICES:

The selected consultant or consulting team shall provide the following scope of services at a minimum. The consultant may propose to add additional task items or phases to this scope. Creativity and unique project approaches are encouraged provided that the base scope of services is achieved.

1. ZONING, CODE ANALYSIS, AND CONNECTIONS TO COMMUNITY:

- Evaluate current zoning conflict (zoned as Rural/ Agricultural), comprehensive plan implications, easements, and restrictions.
- Evaluate signage from regional highway systems and major transportation corridors.
- Evaluate local site and city street access.
- Identify City and County Limits and possible connections from City of Longmont and local businesses.
- Assess any site expansion potential, adjacent land uses, and neighborhood relations.
- Assess vehicle circulation, parking, and ticket gates.
- Complete ADA Analysis and ADA Transition Plan of Fairgrounds property (including toilets, showers, and drinking fountains).
- Currently, Boulder County Building Services (BCBS) is working with the Boulder County Land Use Department to ensure that the future zoning of the Fairgrounds will support the recommendations of the Master Plan. With input from the Master Plan process, Boulder County Land Use staff will update the Land Use Code to create a new use category to accommodate the Fairgrounds' various structures and activities. Land Use staff has agreed to meet with the Fairgrounds Master Planning team quarterly to provide input in our process so that plans developed will align with the goals of the Boulder County Comprehensive Plan.

2. SERVICE ACCESS ANALYSIS

- Evaluate service access and circulation.
- Evaluate pedestrian circulation.
- Identify and assess animal movements / circulation.
- Assess the existing and projected user capacity and deficiencies.

3. SITE ANALYSIS

- Assess site topography and drainage issues, environmental conditions, and soil conditions.
- Assess site layout axis and wayfinding.
- Assess vegetation and landscaping.
- Evaluate and assess views and vistas.

4. SITE DESIGN

- Assess proper site layout and wayfinding.
- Recommend best opportunities for views and vistas.
- Assess new infrastructure and public plazas, connection points, and/or gathering places.
- Identify future upgrades in utilities to support the completed plan.
- Evaluate solar orientation, wind, and northern facing areas (ice build-up).
- Identify site utilities conditions and capacities.
- Prepare conceptual plan with architectural and landscape renderings, including development phasing.
- Indicate where the best site opportunities are for on-site renewable energy sources and opportunities to showcase renewable energy.

The following themes should be emphasized throughout the master plan process:

- Site Access, Wayfinding Opportunities, and Community Connections
- Gathering Places and Amenities
- Site Enhancements
- Park-like Setting
- Accessibility
- Safety/Security
- Maintaining the Rural Character
- Sustainable Energy Practices

5. COST ESTIMATING, PROPOSED BUDGET, AND SCHEDULE FOR UPGRADES

- Review, quantify, and vet potential capital needs for Master Plan with the EAB.

- Conduct cost analysis of proposed renovations and estimation of facility costs.
- Develop a realistic schedule and phasing (in years) for upgrades.
- Provide a cost analysis of repair versus replacement of the existing structures/facilities (plans and specifications will be provided by Boulder County).
- Conduct cost analysis, potential offsets from new revenue, and budget projections of proposed upgrades, renovations, and phasing of recommended new facilities.

DELIVERABLES

Final Fairgrounds Master Plan Document: This project will conclude with the production of the final version of the Master Plan, which shall be a narrative and graphic document produced in a user-friendly format suitable for both county staff and the public. Assume 20 hard copies and an electronic version. All final drafts will be reviewed and vetted by BCBS design staff and Fairgrounds Master Plan executive sponsor before final deliverable is printed.

PROJECT TIMELINE

The consultant or consultant team must specify a finite length of time needed to complete the above outlined tasks. Work must be completed no later than June 30, 2021.

PROPOSAL CONTENT:

The proposal must contain all the following information, in the same sequence as presented below. Each proposal should be straightforward and concise to satisfy the requirements of this RFP. Please limit the length of proposal sections to the maximum pages noted.

- **COVER LETTER:**

Provide a cover letter that summarizes the relevant background experience of principal individuals who will work on this project. Provide a list of the sub-consultants intended to be hired for the project and relevant background experience. Provide a statement of staff time commitment to adhere to the targeted project schedule.

- **PROJECT APPROACH:**

Provide a concise explanation of the consulting team's approach to the project in this section. Please include the following:

1. Description of the consultant team approach (four-page maximum);
2. Project timeline of milestones (two-page maximum);

3. Description of each major task that is anticipated for the project – purpose of task, number of hours required per staff member, and expected product (Limit pages to the extent possible);
 4. Description of the team’s approach to the staff engagement and community engagement (Limit pages to the extent possible);
 5. Success working with diverse constituencies to achieve strategic vision and established goals;
 6. Success in identifying, contacting, and collaborating with bi-lingual, bi-cultural liaisons in marginalized communities;
 7. Experience in agriculture-based field, or related field of endeavor;
 8. Description of the proposed work products and deliverables. Specifically, what materials will the county receive to review and provide feedback throughout the project? (two-page maximum);
 9. Provide examples of relevant and similar project experience completed by the consultant or consulting team that exhibit the consultant’s work style, depth of expertise, and work quality;
 10. Provide a list of three public sector agencies for which you provided similar services to those contained within this scope of work within the past 10 years. Include the names, titles, and phone numbers of appropriate contacts at these organizations that can discuss the details of the services your firm provided; and
 11. Provide the fees for all the services described in the preceding pages, fees for additional services if applicable, total not-to-exceed fees, and current year rate sheet (Limit pages to the extent possible).
- **ADDITIONAL ITEMS:**
 - a) Willingness to abide by the terms and conditions as outlined and provided for in the sample contract included within this RFP.
 - b) Firm selection will not be based solely on the lowest cost, but on the proposal that provides the best project value to the County.

- FEE PROPOSAL BREAKDOWN**

FAIRGROUNDS MASTER PLAN PROJECT MANAGEMENT FEE PROPOSAL DETAIL		
PHASE	PROPOSED HOURS	FEE
Project Management of Project Team, Schedules, and Cost Analysis		\$
Cost Analysis of Proposed Upgrades, Renovations, and New Facilities		\$
Schedule and Action Plan for Capital Improvements		\$
Financial Projections of Operating Recommended Facilities		\$
TOTAL SUM:		\$
BIDDER CLARIFICATIONS:		
Consultant shall include any clarification or assumption qualifying their proposal.		

FAIRGROUNDS MASTER PLAN AND DESIGN SERVICES FEE PROPOSAL DETAIL		
PHASE	PROPOSED HOURS	FEE
MASTER PLAN		
Use Analysis		\$
Evaluation of Existing Conditions / Facility Assessment		\$
Operational Review		\$
Public Engagement		\$
Fairgrounds Master Plan		\$
DESIGN SERVICES		
Zoning, code analysis, and connections to community		\$
Service Accessibility		\$
Site Analysis		\$
Site Design		\$
Cost Estimating, proposed budget, and schedule for upgrades		\$
Architectural and Landscape Renderings		\$
ADA Review of Fairgrounds		\$
TOTAL SUM:		\$
BIDDER CLARIFICATIONS:		
Consultant shall include any clarification or assumption qualifying their proposal.		

- **ESTIMATED COST OF REIMBURSABLES**

REIMBURSABLE EXPENSES List and estimate typical expense items	
EXPENSE	AMOUNT
	\$
	\$
	\$
REIMBURSABLE EXPENSE ESTIMATE:	\$

- **ADDITIONAL SERVICES DETAIL**

ADDITIONAL SERVICES List and estimate typical additional services		
ADD SERVICE	PROPOSED AMOUNT	REMARKS
	\$	
	\$	
	\$	
ADD SERVICES	\$	

END OF SCOPE OF WORK SECTION



Boulder County Purchasing
1325 Pearl Street
Boulder, CO 80302
purchasing@bouldercounty.org

TERMS AND CONDITIONS

1. Proposers are expected to examine the drawing, specifications, schedule of delivery, and all instructions. Failure to do so will be at the proposer's risk.
2. Each proposer will furnish the information required in the Request for Proposals.
3. The Contract/Purchase Order will be awarded to that responsible proposer whose submittal, conforming to the Request for Proposals, will be most advantageous to the County of Boulder, price and other factors considered.
4. The County of Boulder reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received, and to accept any portion of or all items proposed if deemed in the best interest of the County of Boulder to do so.
5. No submittal will be withdrawn for a period of thirty (30) days subsequent to the opening of proposals without the consent of the County Purchasing Agent or delegated representative.
6. A signed purchase order or contract furnished to the successful proposer results in a binding contract without further action by either party.
7. Late or unsigned proposals will not be accepted or considered. It is the responsibility of proposers to ensure that the proposal arrives at the Administrative Services Information Desk prior to the time indicated in the "Request for Proposals."
8. The proposed price will be exclusive of any Federal or State taxes from which the County of Boulder is exempt by law.
9. Any interpretation, correction or change of the RFP documents will be made by Addendum. Interpretations, corrections and changes of the RFP documents made in any other manner will not be binding, and proposer will not rely upon such interpretations, corrections and changes. The County's Representative will not be responsible for oral

clarification.

10. Confidential/Proprietary Information: Proposals submitted in response to this “Request for Proposals” and any resulting contract are subject to the provisions of the Colorado Public (Open) Records Act, 24-72-201 et.seq., C.R.S., as amended. Any restrictions on the use or inspection of material contained within the proposal and any resulting contract will be clearly stated in the proposal itself. Confidential/proprietary information must be readily identified, marked and separated/packaged from the rest of the proposal. **Co-mingling of confidential/proprietary and other information is NOT acceptable. Neither a proposal, in its entirety, nor proposal price information will be considered confidential/proprietary. Any information that will be included in any resulting contract cannot be considered confidential.**

The Boulder County Attorney’s Office retains sole authority for determining whether the Colorado Open Records Act requires or permits Boulder County to disclose proposal or bid documents, or any information contained therein, pursuant to an open records request.

11. Boulder County promotes the purchase/leasing of energy efficient, materials efficient and reduced toxic level products where availability, quality and budget constraints allow. Proposers are expected whenever possible to provide products that earn the ENERGY STAR and meet the ENERGY STAR specifications for energy efficiency with power management features enabled. Proposers are encouraged to offer products and equipment with post-consumer recycled-content materials. Products should be packaged and delivered with a minimum amount of recycled packaging that adequately protects the product, but is not excessive.
12. Pursuant to Colorado law (House Bill 1292), in any bidding process for public works in which a bid is received from a non-resident bidder who is from a state that provides a percentage bidding preference, a comparable percentage disadvantage will be applied to the bid of that bidder. Bidders may obtain additional information from the Department of Personnel’s website: <http://www.colorado.gov/dpa/>.



Boulder County Purchasing
1325 Pearl Street
Boulder, CO 80302
purchasing@bouldercounty.org

INSURANCE AND W-9 REQUIREMENTS

INSURANCE REQUIREMENTS

General Liability \$1,000,000 Each Occurrence
 \$2,000,000 General Aggregate
 \$2,000,000 Products Completed Operations Aggregate
 3 years Products/Completed Operations

Excess or Umbrella May be required if higher limits are requested.

Automobile Liability \$1,000,000 Each Accident
 *Including Hired & Non-Owned Auto

Worker's Compensation and Employer's Liability
 Statutory limits

Professional Liability or Errors and Omissions
 \$1,000,000 Per Loss
 \$1,000,000 Aggregate
 Coverage maintained or extended discovery period for 2 years

Note that the above insurance amounts are the minimum required for this project. **Proof of current insurance must be provided with your proposal in the form of a sample certificate or your proposal will be deemed non-responsive.** If you require a waiver of insurance requirements (e.g. Workers' Compensation and sole proprietorships) you may request one in your response with an explanation.

New certificates will be requested if the contract process takes more than 30 days after an award.

W-9 REQUIREMENT

Provide a copy of your business's W-9 with your proposal.



Boulder County Purchasing
1325 Pearl Street
Boulder, CO 80302
purchasing@bouldercounty.org

SUBMITTAL CHECKLIST

The proposer's attention is especially called to the items listed below, which must be submitted in full as part of the PROPOSAL. Failure to submit any of the documents listed below as a part of your PROPOSAL, or failure to acknowledge any addendum in writing with your PROPOSAL, or submitting a proposal on any condition, limitation or provision not officially invited in this Request for Proposal (RFP) may be cause for rejection of the PROPOSAL.

THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PROPOSAL PACKAGE: Proposer will check each box indicating compliance:

INCLUDED	ITEM
	Name and Address of the Partners and Subcontractors if applicable
	A detailed design schedule with costs associated per phase
	Submit a copy of any contract you would require to be executed in this process
	Submit three references for similar projects your company has completed within the last three years and contact information
	Insurance Certificate
	W-9
	Signature Page
	Addendum Acknowledgement(s) (If Applicable)



Boulder County Purchasing
1325 Pearl Street
Boulder, CO 80302
purchasing@bouldercounty.org

EVALUATION CRITERIA

The proposals will be reviewed by a selection committee. The committee may request additional information from vendors or request interviews with one or more vendors. Final evaluation and selection may be based on, but not limited to, any or all of the following:

- Information presented in proposal
- Ability of the vendor to provide quality and timely products and services
- Qualifications and experience of the vendor
- Reference checks
- Total cost –or- Proposed pricing
- Proposed timeline
- Any other relevant and appropriate factors as determined by the county

A scoring matrix with the order and priority of criteria to be used by the county in its evaluation and selection process is shown below:

Review Criteria:

Item	%	Criteria
1	30%	RFP submittal. Content, organization, completeness.
2	20%	Cost for Professional Services: Listed above for professional services, hourly rates, and two tier: Best in Class and Peer Competitive
3	50%	Technical Knowledge and Staff Experience: Proposal demonstrates a clear understanding of Fairgrounds Master Planning requirements, work to be performed, and examples of completed Fairgrounds Master Plans.
Total	100%	



Boulder County Purchasing
1325 Pearl Street
Boulder, CO 80302
purchasing@bouldercounty.org

SIGNATURE PAGE

Contact Information	Response
Company Name including DBA	
List Type of Organization (Corporation, Partnership, etc.)	
Name, Title, and Email Address of Person Authorized to Contract with Boulder County	
Company Address	
Company Phone Number	
Company Website	

By signing below I certify that:

- I am authorized to bid on my company's behalf.
- I am not currently an employee of Boulder County.
- None of my employees or agents is currently an employee of Boulder County.
- I am not related to any Boulder County employee or Elected Official.
- (Sole Proprietorships Only) I am not a Public Employees' Retirement Association (PERA) retiree.

**Signature of Person Authorized to Bid on
Company's Behalf**

Date

Note: If you cannot certify the above statements, please explain in a statement of explanation.

APPENDIX A

BOULDER COUNTY FAIRGROUNDS FACILITY LIST

EXHIBIT BUILDING

The Exhibit Building (EB) is a masonry building, 40,000 square feet, clear span ceiling 30 feet to peak with a concessions/kitchen, Men's and Women's Restrooms, one office and storage rooms.

INDOOR ARENA

The Indoor Arena (IA) is a metal/steel structure, 37,500 square feet. The arena is 90 feet by 188 feet with a runback alley, roping boxes and chute. There are Men's and Women's Restrooms, a concessions/kitchen and office area, and permanent bleachers with a seating capacity of 1,300. There is also a 150 foot by 60 foot warm up arena outside.

OUTDOOR ARENA

Consists of one main arena and a smaller warm up arena attached. The main arena is 300 feet by 180 feet with 7 bucking chutes and roping boxes with roping chute and holding pens. The warm up arena is 150 feet by 90 feet.

POLE BARN

The Pole Barn is wood construction 180 feet by 45 feet with forty-nine (49) 10'x10' metal stalls and stall mats with a dirt floor.

BARN-A

Barn-A is metal construction. It is enclosed on one half and open with small animal pens on the other half. The enclosed portion has a foyer with restrooms. The dimensions are 60 feet by 24 feet, the main floor is an open floor plan 74 feet by 78 feet with a garage door. The open area is 224 feet by 78 feet with 204 small animal pens, a show ring and dirt floor.

BARN-B

Barn-B is metal construction and is an open barn 275 feet by 78 feet with 500 small animal pens, a show ring and dirt floor.

BARN-C

Barn-C is metal construction and is an open barn 250 feet by 78 feet no stalls or pens with a dirt floor.

APPENDIX A

BOULDER COUNTY FAIRGROUNDS FACILITY LIST

BARN-D

Barn-D is metal construction 250 feet by 78 feet with thirty-seven (37) 10'x10' metal stalls with stall mats and dirt floor. Half of this barn is open and the other half has stalls.

BARN-E

Barn-E is metal construction 250 feet by 78 feet with eighty-seven (87) 10'x10' metal stalls with mats and dirt floor.

PICNIC SHELTER

The Picnic Shelter is a 400 feet by 400 feet turfed area with mature trees, a small open pavilion and small restroom facility.

RV CAMPGROUND

The RV Campground has a shower and restroom facility. It is masonry construction at 34 feet by 34 feet. It has five shower stalls and restrooms with a small office. The RV Campground has 96 spaces, some with water and electric hook up stalls and some with only electric stalls, no on-site sewer. There is a Dump Station located next to the Campground. Most camping stalls are pull through but there are also back in sites around the perimeter.

NATURAL RESOURCE BUILDING

The Natural Resource Building (NRB) is 80 feet by 80 feet two story masonry construction. The NRB is an office building with offices on both floors with an atrium and kitchen. There is a Community Garden just to the north of this building.

CLOVER BUILDING

The Clover Building is a two-story office and meeting room building. It is masonry construction 62 feet by 36 feet. There are two meeting rooms, one upstairs and one down stairs both on the east side. The west side of both floors are offices.

AFFOLTER HOUSE

The Affolter House is a Boulder County Registered Historic Landmark and was a dairy in the 1920's. This building is 21 feet by 24 feet masonry construction. The Fairgrounds Management Office is in this building with one office and one reception area.

APPENDIX A

BOULDER COUNTY FAIRGROUNDS FACILITY LIST

FARMERS MARKET

In the north lot of the Fairgrounds there a sidewalk area lined with trees, a pavilion and arbor in the center. This area hosts the Boulder County Farmers Market each Saturday from April to November. There is an 800amp electrical service to this area with pedestals for each plot.

MIDWAY

There is a “Midway” that goes through the center of the Fairgrounds Approximately a quarter mile long.

CATTAIL POND

The Cattail Pond is located on the north east corner of the Fairgrounds and home the “Osprey nest” and camera. This pond is designated as a “youth fishing pond” with a short interpretive trail.

THE LONGMONT HUMANE SOCIETY

The LHS is located on the south east corner of the Fairgrounds and is privately managed and maintained. LHS leases this space from Boulder County.

APPENDIX B

BOULDER COUNTY FAIRGROUNDS MAP



LEGEND

Restroom
(public access dependent on event)

Parking

Picnic Shelter

Picnic Table

Fishing
(For Children 15yrs and younger)

Multi-use Trail
(pedestrian, equestrian, bikes)

RV Campground

Showers
(for campground users only)

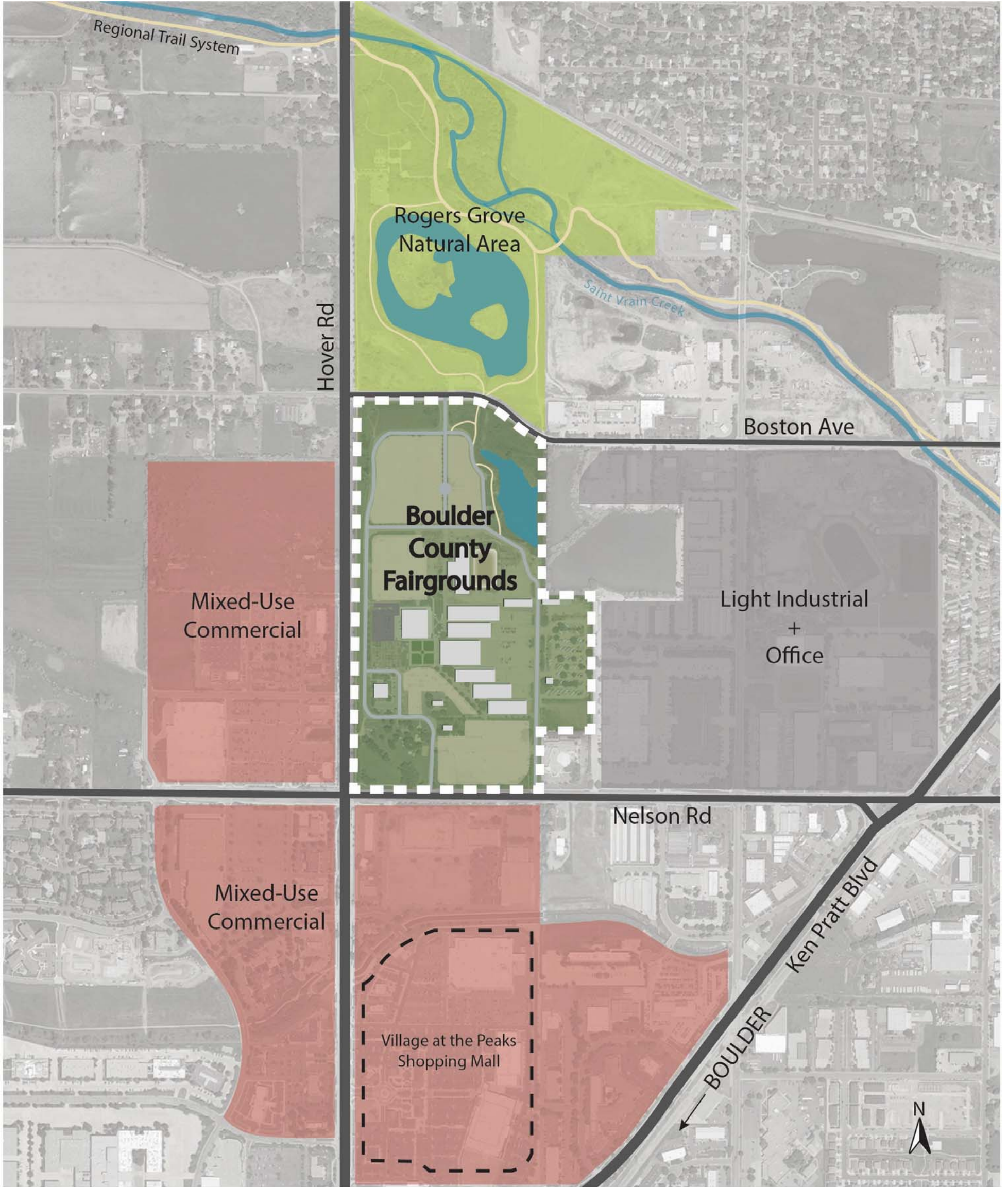
Dump Station

Recreation Area

Seasonal Wildlife Closure
No Public Access April 1 thru August 15

APPENDIX C

BOULDER COUNTY FAIRGROUNDS CONTEXT MAP



BOULDER COUNTY FAIRGROUNDS MASTER PLAN CONTRACT

THIS CONTRACT ("Contract") is entered into between the County of Boulder, State of Colorado, acting by and through its Board of County Commissioners ("County") and (name of company) ("Contractor"), (collectively, the "Parties").

In consideration of the rights and obligations specified below, the County and the Contractor agree as follows:

1. Incorporation into Contract: The following documents (the "Contract Documents") are each expressly incorporated into this Contract by reference:
 - a. *The Invitation for Bid or Request for Proposal and Specifications of Boulder County Bid No 7049-19 together* with any alterations and/or modifications to these Specifications (the "Bid Documents");
 - b. Contractor's proposal in response to the Bid Document (the "Proposal");
 - c. The scope of services, attached hereto as Exhibit A (the "Scope of Services"); and
 - d. The fee schedule, attached hereto as Exhibit B (the "Fee Schedule").

2. Work to be Performed: The Contractor will, in a good and workmanlike manner and at its own cost and expense, furnish all labor and equipment and do all work necessary and incidental to performing (specify type of work) as specified in the Contract Documents and this Contract (the "Work"). The Contractor shall perform the Work in strict accordance with the Contract Documents and this Contract.

3. Term of Contract: This Contract shall begin and become effective on the date of execution by the parties, which date is the date specified on the signature page of this Contract. Under this Contract, the Contractor shall begin Work on (date) and shall continue through (date).

4. Payment for Work Performed: In consideration of the Work to be performed by the Contractor, and subject to paragraph 14, the County shall pay to the Contractor, in accordance with the Contract Documents, \$ (contract price).
 - a. Invoicing: The Contractor shall submit an invoice to the Boulder County Building Services by the 10th of the month following the completion of work.
 - b. **All invoices submitted require the following components:** Contractor's name and address (which must match the submitted W-9 or W-9 with remit address), payment remittance address, payer, name and address, date of invoice, invoice number, brief description of services, dates of services, and total amount due.
 - c. Send completed invoices to: **James Butler, Boulder County Building Services, PO Box 471, Boulder Colorado. 80306**
 - d. Failure to submit invoices in a timely manner and in accordance with the terms of this Contract may cause a delay in payment.
 - e. The County reserves the right to recoup any damages incurred as a result of Contractors failure to submit invoices pursuant to the terms of this paragraph.

5. Extension and/or Renewal of Contract Term:
 - a. The County, in its sole discretion, may elect to extend the term of this Contract. In the event the County elects to exercise this right, it shall send notice to Contractor, pursuant to paragraph 15, of its intent to extend the term of the Contract. The notice shall set forth the length of the extension.

- b. Upon mutual agreement by the parties, this Contract may be renewed for four additional one-year periods through date during which time this Contract shall be in full force and effect, subject to the termination provisions of paragraph 14. If this option to renew is exercised, the parties shall execute a written agreement no later than thirty (30) days before the expiration of this Contract or any subsequent renewals.
- c. All of the provisions of this Contract shall remain in full force and effect during any extension or renewed term except that the scope of services and compensation to be paid to Contractor during any extension or renewed term shall be mutually agreed upon prior to the commencement of any extension or renewed term. The agreed upon scope of services and compensation shall be reduced to writing, signed by both parties, and attached to this Contract.
- d. **TEN CALENDAR DAYS BEFORE THE COMMENCEMENT OF ANY EXTENDED TERM THE CONTRACTOR SHALL SUBMIT TO THE COUNTY PROOF OF INSURANCE AS REQUIRED IN PARAGRAPH 9.**
- e. **Should the Parties fail to agree upon the scope of services or compensation to be paid to Contractor for any extension or renewed term, or should Contractor fail to submit the required documents within the time period specified in paragraph 5(d), then this Contract shall terminate at the end of the then current term and no extension or renewal of the term of the Contract shall occur.**

6. Quality of Performance: The Contractor shall perform the Contract in a manner satisfactory and acceptable to the County. The County shall be the sole judge of the quality of performance.

7. Schedule of Work: The Contractor shall perform the Work during the hours designated by the County so as to avoid inconvenience to the County and its personnel and interference with the County's operations.

8. Indemnity: The Contractor shall be liable and responsible for any and all damages to persons or property caused by or arising out of the actions, obligations, or omissions of the Contractor, its employees, agents, representatives or other persons acting under the Contractor's direction or control in performing or failing to perform the Work under this Contract. The Contractor will indemnify and hold harmless the County, its elected and appointed officials, and its employees, agents and representatives (the "indemnified parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including but not limited to attorneys' fees, which may be made or brought or which may result against any of the indemnified parties as a result or on account of the actions or omissions of the Contractor, its employees, agents or representatives, or other persons acting under the Contractor's direction or control.

9. Insurance Requirements: The Contractor shall procure and maintain at its own expense, and without cost to the County, the following kinds and minimum amounts of insurance for purposes of insuring the liability risks which the Contractor has assumed until this Contract has expired or is terminated:

- a. Commercial General Liability.

Coverage should be provided on an Occurrence form, ISO CG0001 or equivalent. The policy shall be endorsed to include Additional Insured endorsements CG 2010 (or equivalent), Designated Construction Projects General Aggregate Endorsement CG2503 (or equivalent) and Additional Insured (for products/completed operations) CG 2037 (or equivalent). Minimum limits required of \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products Completed Operations Aggregate". The County requires Products/Completed Operations coverage to be provided 2 years after completion of construction. An endorsement must be included with the certificate.

b. **Automobile Liability.**

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of the Contract. Minimum limits \$1,000,000 Each Accident.

c. **Workers' Compensation and Employer's Liability.**

Workers' Compensation must be maintained with the statutory limits. Employer's Liability is required for minimum limits of \$100,000 Each Accident/\$500,000 Disease-Policy Limit/\$100,000 Disease-Each Employee.

e. **Professional Liability (Errors and Omissions).**

Professional liability coverage with minimum limits of \$1,000,000 Per Loss and \$1,000,000 Aggregate. Professional Liability provisions indemnifying for loss and expense resulting from errors, omission, mistakes or malpractice is acceptable and may be written on a claims made basis. The contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

The Contractor shall provide a Certificate of Insurance to Boulder County demonstrating that the insurance requirements have been met prior to the commencement of Work under this Contract. Boulder County shall be named as an additional insured for General Liability and Pollution Liability, as designated in the contract. Additional insured shall be endorsed to the policy.

THE ADDITIONAL INSURED WORDING SHOULD BE AS FOLLOWS: *County of Boulder, State of Colorado, a body corporate and politic, is named as Additional Insured.*

Contractor shall forward certificates of insurance directly to (_____) **Agency / Department Representative's Name & Address).**

Notice of Cancellation: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the County, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the County of any cancellation, suspension, and/or nonrenewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.

Please forward certificates to the county representative named above.

10. **Nondiscrimination:** The Contractor agrees to comply with the letter and spirit of the Colorado Anti-Discrimination Act, C.R.S. § 24-34-401, et seq., as amended, and all applicable local, state and federal laws respecting discrimination and unfair employment practices. Boulder County prohibits unlawful discrimination on the basis of race, color, religion, gender, gender identity, national origin, age 40 and over, disability, socio-economic status, sexual orientation, genetic information, or any other status protected by applicable federal, state or local law and the Boulder County Policy manual (of which is available upon request).

11. Nondiscrimination Provisions Binding on Subcontractors: In all solicitations by the Contractor for any Work related to this Contract to be performed under a subcontract, either by competitive bidding or negotiation, the Contractor shall notify each potential subcontractor of the Contractor's obligations under this Contract, and of all pertinent regulations relative to nondiscrimination and unfair employment practices.

12. Information and Reports: The Contractor will provide to authorized governmental representatives, including those of the County, State and Federal Government, all information and reports which they may require for any purpose authorized by law. The Contractor will permit such authorized governmental representatives' access to the Contractor's facilities, books, records, accounts, and any other relevant sources of information. Where any information required by any such authorized government representative is in the exclusive possession of a person other than the Contractor, then such Contractor shall so certify to the County, and shall explain what efforts it has made to obtain the information.

13. Independent Contractor: The Parties recognize and agree that the Contractor is an independent contractor for all purposes, both legal and practical, in performing services under this Contract, and that the Contractor and its agents and employees are not agents or employees of Boulder County for any purpose. As an independent contractor, the Contractor shall be responsible for employing and directing such personnel and agents as it requires to perform the services purchased under this Contract, shall exercise complete authority over its personnel and agents, and shall be fully responsible for their actions.

Contractor acknowledges that it is not entitled to unemployment insurance benefits or workers' compensation benefits from Boulder County, its elected officials, agents, or any program administered or funded by Boulder County. Contractor shall be entitled to unemployment insurance or workers' compensation insurance only if unemployment compensation coverage or workers' compensation coverage is provided by Contractor, or some other entity that is not a party to this Contract. Contractor is obligated to pay federal and state income tax on any monies earned pursuant to this Contract.

14. Termination and Related Remedies:

a. The other provisions of this Contract notwithstanding, financial obligations of Boulder County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. **Boulder County is prohibited by law from making financial commitments beyond the term of its current fiscal year.** The County has contracted for goods and/or services under this Contract and has reason to believe that sufficient funds will be available for the full term of the Contract. Where, however, for reasons beyond the control of the Board of County Commissioners as the funding entity, funds are not allocated for any fiscal period beyond the one in which this Contract is entered into, the County shall have the right to terminate this Contract by providing seven (7) days written notice to the Contractor pursuant to paragraph 15, and will be released from any and all obligations hereunder. If the County terminates the Contract for this reason, the County and the Contractor shall be released from all obligations to perform Work and make payments hereunder, except that the County shall be required to make payment for Work which has been performed by the Contractor prior to the effective date of termination under this provision; and, conversely, the Contractor shall be required to complete any Work for which the County has made payment prior to providing written notice to the Contractor of the termination.

b. The preceding provisions notwithstanding, the County may terminate this Contract, either in whole or in part, for any reason, whenever the County determines that such termination is in the County's best interests. Such termination shall be effective after the County provides seven (7) days written notice to the Contractor pursuant to paragraph 15.

c. In the event the County exercises either of the termination rights specified in paragraphs 14(a) or 14(b), this Contract shall cease to be of any further force and effect, with the exception of all Contract remedies which are specified herein and may otherwise be available to the parties under the law, and with the exception of any rights or liabilities of the parties which may survive by virtue of this Contract.

15. Notices: For purposes of the notices required to be provided under paragraphs 5, 9, and 14, all such notices shall be in writing, and shall be either sent by Certified U.S. Mail - Return Receipt Requested, Electronic Mail, or hand-delivered to the following representatives of the parties at the following addresses:

For the County: (James Butler, BCBS. PO Box 471, Boulder Co. 80306. 303 441 4826. jbutler@bouldercounty.org)
For the Contractor: (enter Contractor's name, Mailing and Email Address)

In the event a notice is mailed pursuant to the provisions of this paragraph, the time periods specified in paragraph 14 shall commence to run on the day after the postmarked date of mailing.

16. Statutory Requirements: This Contract is subject to all statutory requirements that are or may become applicable to counties or political subdivisions of the State of Colorado generally. Without limiting the scope of this provision, the Contract is specifically subject to the following statutory requirement:

Contract payments may be withheld pursuant to C.R.S. § 38-26-107 if the County receives a verified statement that the Contractor has not paid amounts due to any person who has supplied labor or materials for the project.

17. Prohibitions on Public Contract for Services:

Pursuant to Colorado Revised Statutes (C.R.S.), § 8-17.5-101, et seq., as amended, the Contractor shall meet the following requirements prior to signing this Contract (public contract for service) and for the duration thereof:

- a. **The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.**
- b. **The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.**
- c. **At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.**
- d. **The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.**
- e. **If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and, terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous sentence, the subcontractor does not stop employing or contracting**

with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

- f. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- g. If Contractor violates any provisions of this Section of this Contract the County may terminate this Contract for breach of contract. If the Contract is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

18. Amendments: This Contract may be altered, amended or repealed only on the mutual agreement of the County and the Contractor by a duly executed written instrument.

19. Assignment: This Contract shall not be assigned or subcontracted by the Contractor without the prior written consent of the County.

20. Complete Agreement/Binding Effect: This Contract represents the complete agreement between the Parties hereto and shall be fully binding upon the successors, heirs, and assigns of the Parties, if any, during the term hereof.

21. Governing Law: The laws of the State of Colorado shall govern the interpretation and enforcement of this Contract. Any litigation that may arise between the parties involving the interpretation or enforcement of the terms of this Contract shall be initiated and pursued by the parties in the Courts of the 20th Judicial District of the State of Colorado and the applicable Colorado Appellate Courts.

22. Breach: Any waiver of a breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.

23. Termination of Prior Agreements: This Contract cancels and terminates, as of its effective date, all prior agreements between the parties relating to the services covered by this Contract, whether written or oral or partly written and partly oral.

24. Invalidity Provision: Should any of the provisions of this Contract be held to be invalid or unenforceable, then the balance of the agreement shall be held to be in full force and effect as though the invalid portion was not included; provided, however, that should the invalidity or unenforceability go to the essence of the agreement or be of substantial nature, then the Party or Parties who would receive the benefit of the provision, were it not invalid or unenforceable, shall have the option to terminate this Contract, forthwith.

25. Third Party Beneficiary: The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement shall be strictly reserved to the County and the Contractor, and nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the parties to this Contract that any person receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

26. Conflict of Provisions: In the event of any conflict between the terms of this Contract and the terms of any attachments or addenda, the terms of this Contract shall control.

27. Governmental Immunity: Nothing in this Contract shall be construed in any way to be a waiver of the County's immunity protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended.

28. Representations and Warranties: Contractor represents and warrants the following to The County, as a material inducement to the County to execute this Contract, which representations and warranties shall survive the execution and delivery of this Contract, any termination of this Contract, and the final completion of the work.

- a. Execution of this Contract and performance thereof is within the Contractor's duly authorized powers;
- b. Any individual executing this Contract is authorized to do so by the Contractor;
- c. The Contractor is authorized to do business in the State of Colorado and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over the Work and the project; and
- d. The Contractor and its subcontractors, if any, are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the work and perform all obligations under the Contract.

29. Execution by Counterparts; Electronic Signatures: This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Contract Only the following two forms of electronic signatures shall be permitted to bind the Parties to this Contract: (1) Electronic or facsimile delivery of a fully executed copy of a signature page; (2) The image of the signature of an authorized signer inserted onto PDF format documents. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101 to 121.

IN WITNESS WHEREOF, the Parties have executed and entered into this Contract as of the latter day and year indicated below.

Executed by Boulder County on _____.
(date)

**COUNTY OF BOULDER
STATE OF COLORADO**

ATTEST: _____

By: _____
Administrative Assistant
Clerk to the Board of Commissioners

(seal)

By: _____
Chair
Board of County Commissioners

Executed by Contractor on _____.
(date)

CONTRACTOR:

Signature: _____

Title: _____

Print Name: _____