

COUNTY OF BOONE - MISSOURI



REQUEST FOR PROPOSAL FOR SHORT-TERM LEASE OF REAL PROPERTY CENTRAL MISSOURI EVENTS CENTER (FORMERLY KNOWN AS THE BOONE COUNTY FAIRGROUNDS)

RFP #17-29APR16
Release Date: March 16, 2016

PRE-PROPOSAL CONFERENCE
March 29, 2016, 2:00 p.m.

Submittal Deadline:
April 29, 2016
not later than 1:00 p.m. Central Time

Boone County Purchasing
613 E. Ash Street, Room 110
Columbia, Missouri 65201

Melinda Bobbitt, CPPO, CPPB, Director of Purchasing
Phone: (573) 886-4391 Fax: (573) 886-4390
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TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE NUMBER</u>
A. Introduction	2
B. Background	2
C. Description of the Facilities/Property	2
D. Site Utility Services	3
E. Proposed Scope of Services	3
F. Special Conditions	5
G. Instructions	5
H. Selection of Lessee	6
I. Negotiation of Contract	7
J. Appendix	
Appendix A – Cover/Response Page	8
Appendix B – Boone County Insurance Requirements	10

A. INTRODUCTION

The County of Boone – Missouri (the “County”) is accepting proposal responses for a lease of real property located at Central Missouri Events Center, 5212 N. Oakland Gravel Road, Columbia, Missouri. Offeror shall designate in their proposal response which buildings and/or land they are proposing to lease, with an emphasis on the minimum footprint proposed to be a part of the lease arrangement. In addition, Offeror will be expected to describe in detail their anticipated use of the property. The County is looking for a proposal from a fiscally-sound entity that is willing to participate in the maintenance of the existing facilities and use the facilities in a community-oriented manner on an interim basis, as more fully described below. The County’s goal is to preserve the existing assets under a short-term lease while continuing to explore viable, long-term uses of the property.

Lease Term: The Lease commences upon execution of contract by both parties. The longest initial lease term contemplated at this time is three (3) years. The parties may mutually agree in writing to extend the Term by executing an amendment to the Lease. County would likely consider such extensions on a one-year basis after the initial term.

B. BACKGROUND

County Profile:

The County is a first class non-charter county in central Missouri, dissected by Interstate 70 and US Highway 63. The County has a population of approximately 173,000 and contains 685 square miles. It contains 13 population centers consisting of cities, towns, villages and small communities. With a population of nearly 115,276, the City of Columbia serves as County seat.

Previous Management:

The County of Boone purchased the property known as the Central Missouri Events Center (CMEC) in 1999 for 2.4 million dollars. The management of this facility/property was provided by the Boone County Fair Board, Inc., (the Boone County Agricultural and Mechanical Society) from the time of purchase through the end of 2011. As a pilot program to determine the viability of operating the facility as an events center, the County issued a RFP in 2011 that contemplated a temporary taxpayer subsidy for the duration of the pilot program. TAG Events LLC was awarded a contract and managed the property from January 1, 2012 through June 30, 2014. As a result of the pilot program, it was determined in consultation with the contractor that the events center business model was not viable without a significant, ongoing public subsidy from a dedicated revenue stream. The County Commission proposed a sales tax initiative to the voters of Boone County on August 5, 2014, in an effort to provide the necessary, ongoing, dedicated public revenue to support the facility as an events center. That measure was defeated with approximately 66% of the votes being in opposition to the measure. The CMEC was closed in January, 2015, and has since been used only episodically.

C. DESCRIPTION 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.

Location – Central Missouri Events Center, 5212 North Oakland Gravel Road, Columbia, Missouri.

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

Building Sites –

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.

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

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

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

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.

D. SITE UTILITY SERVICES

The Lessee shall be responsible for the payment of all utilities relating to the facilities covered within the scope of any final Agreement.

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

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

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.

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

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

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.

E. PROPOSED SCOPE OF SERVICES

The County will consider proposed uses of the facilities that require a minimum footprint and are community-oriented in nature, as past experience indicates that for-profit enterprise activities that primarily utilize the Coliseum building create expense burdens (utilities, maintenance, etc.) that outpace enterprise activity generated revenues. Offerors should limit the scope of their proposed

lease to those portions of the property that are necessary to the Offeror's proposed use. Please address the following criteria in your proposal response:

1. **Proposed Real Property to Lease** – Describe which of the buildings and property you are proposing to lease from section C. *Description of the Facilities/Property*. Offerors should specify the annual lease rate Offeror is willing to pay for each building and estimated number of acres proposed to lease. The lease rate should reflect the Offeror's estimation of the fair market value of an annual lease for a similar facility. If Offeror proposes a base lease payment and "profit" sharing, details of planned activities and anticipated profits should be included.
2. **Proposed Security Deposit** – Describe what amount of security deposit you propose to secure all obligations under the Lease Agreement.
3. **Proposed Use of Property** – Describe your proposed use of the property.
4. **Grounds Maintenance** – Offerors should describe the amount of annual organizational commitment to maintaining the grounds, including a detailed description (or depiction) of the areas Offeror would be willing to maintain as well as the type of maintenance contemplated.
5. **Capital Expense and Maintenance Contribution** – Offerors should specify the amount of capital investment the organization is willing to make in the facilities over the term of the lease, either for routine maintenance items, capital improvements, or both. Offeror should propose an annual dollar threshold after which either party may terminate the lease. If the Offeror wishes to specify projects or describe improvements they would make, use this item for that purpose. Any proposals for idle property management services offered should be included in this item.
6. **Financial Stability of the Organization** – Offeror should provide any information defining/detailing the financial stability of the organization necessary to demonstrate the ability to carry out this lease.
7. **Sub-lease of Facilities** – Lessee may be allowed to sublease facility with prior written consent of the County with the following stipulations:
 - with Sublessor providing the same insurance coverages required of Lessor and providing County, in advance, with a Certificate of Insurance documenting such coverages are in place.
8. **Executive Summary** – Narrative summarizing the vendor's ability to meet the requirements of this lease. Include the address of headquarters. Provide the name, telephone number and e-mail address of primary contact.
9. **Timeline** – Provide anticipated date of start of lease.
10. **References** – Provide at least three (3) references that will verify your ability to perform the obligations you describe in the lease offer.
11. **Cover Page Signature Form** – The attached Cover Page signature form must be signed as outlined for the RFP response to be considered and placed at the beginning of your RFP response.

F. SPECIAL CONDITIONS

Below is a list of special conditions that will govern the lease of the property.

1. Boone County would like Offerors to consider occasional no-cost use of the Coliseum building and grounds for police dog training and other law enforcement training activities conducted by the Boone County Sheriff's Department.
2. Boone County would like Offerors to consider low-cost use of the Coliseum building and grounds for the purpose of the annual Boone County Fair (for two weeks in July or August of each year) beginning in 2017.
3. All sub-leases of the facilities will be in accordance with the terms set out in the Proposed Scope of Services in this RFP.
4. Prior written approval is required if you intend to make any building modifications during the term of the lease.
5. The buildings are being leased "as is". Upon termination of Lease, buildings are to be restored to usable, clean condition.
6. Insurance: Lessee shall be responsible for procuring before the commencement and during the term of this Lease any insurance as specified on the attached Boone County Insurance Requirements.
7. No subleases shall be granted for any adult-oriented businesses or conventions.

G. INSTRUCTIONS

Delivery of RFP Responses: All RFP responses shall be **delivered before 1:00 P.M., Central Time**, on **April 29, 2016** to:

Boone County Purchasing Department
Boone County Annex
Melinda Bobbitt, Director of Purchasing
613 E. Ash Street, Room 110
Columbia, Missouri 65201-4460

Identify on outside of envelope: **Response to Request for Proposal enclosed RFP #17-29APR16**

Firms must submit one paper original and four copies (total of five). RFP responses will be opened at 1:00 p.m. on **April 29, 2016 in the Boone County Annex Building, 613 E. Ash St, Columbia, MO**. RFP responses must be submitted in a sealed envelope identified with the RFP number and date of closing. List the RFP number on the outside of the box or envelope and note "Response to Request for Proposal enclosed."

The following is a tentative schedule for the RFP process. Note times are central time:

- | | |
|--|---------------------------|
| a. Issuance of Request for Proposal | March 16, 2016 |
| b. Pre-Proposal Meeting with walk-thru | March 29, 2016, 2:00 p.m. |
| c. Deadline for Submitting Questions | April 22, 2016, 5:00 p.m. |
| d. RFP Response Deadline | April 29, 2016, 1:00 p.m. |
| e. Clarifications with Selected Offerors | May - June, 2016 |
| f. Award of Contract | Summer 2016 |

RFP Response Preparations:

1. RFP responses shall be signed by an authorized representative of the firm. All information requested should be submitted. The Director of Purchasing will review all responses to ensure required information is included. Failure to submit all information requested may result in a

request to submit the missing information. Responses which are substantially incomplete or lack key information may be rejected as incomplete.

2. Response should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
3. Responses should be organized in the order in which the requirements are presented in the RFP. All pages of the response should be numbered. Each response to *Section E – Proposed Scope of Services* should reference the corresponding requirement number in *Section E*. Repeat the text of the requirements as it appears in the RFP before each response. Information which the firm desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the response and designated as additional material. Responses that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
4. Each copy of the paper response should be bound or contained in a single volume where practical. All documentation submitted with the response should be contained in that single volume.
5. **Pre-Proposal Meeting:** To assist interested firms in preparing a thorough response, an optional pre-proposal meeting with walk thru of facilities has been scheduled for: **March 29, 2016, at 2:00 P.M.** in the Central Missouri Events Center, 5212 N. Oakland Gravel Road, Columbia, Missouri. Offerors have the option to submit questions in advance.
6. All questions regarding this RFP should be submitted in writing no later **than 5:00 P.M., April 22, 2016** in order to allow enough time for the County to provide a response. All questions must be mailed, faxed or e-mailed to the attention of Melinda Bobbitt, Director of Purchasing. All such questions will be answered in writing, and such answers will be provided to all parties having obtained a RFP. The responses and usage will become a part of a written addendum, which will be mailed or faxed prior to RFP opening.

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Boone County Purchasing
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Columbia, Missouri 65201
Phone: (573) 886-4391
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E-mail: mbobbitt@boonecountymo.org

7. The County will not reimburse firms for any costs associated with the preparing or submitting of any RFP response.
8. Information provided in RFP responses will be considered proprietary and will not be divulged during the selection process. The successful firm's RFP will become public record after its acceptance by the County Commission. All responses 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.

H. SELECTION OF LESSEE

Selection of the lessee is subject to the best offer received that adds value to the property and is determined to be in the best interest of the County. Selection may also be based on proposed use

of property. The lease is subject to final approval of the Boone County Commission. The County reserves the right to reject any or all offers.

I. NEGOTIATION OF CONTRACT

After selection of the successful lessee and approval by the County Commission to negotiate and enter into a Lease Agreement, the County will negotiate the lease of the property. All items in the Request for Proposal and those submitted by the Offeror to Lease shall be subject to negotiation.

If negotiations for Lease of Property are successful with the selected Lessee, as determined by the County, a Lease Agreement will be prepared. In the event that negotiations for Lease of Property are not successful, the County may begin negotiations with other Offerors to this Proposal.

J. APPENDIX

- a. Cover / Response Page
- b. Boone County Insurance Requirements

COVER/ RESPONSE PAGE

PLEASE COMPLETE AND PLACE IN FRONT OF YOUR RFP RESPONSE

Organization Name: _____

Address: _____

Telephone: _____ Fax: _____

E-mail Address: _____

Web Site URL: _____

Note: This form must be signed. All signatures must be original and not photocopies.

The undersigned hereby certifies that he/she is a duly authorized official of their organization and has the authority to sign on behalf of the organization and assures that all statements made in the response to the RFP are true.

Print Name: _____ Title: _____

Signature: _____ Date: _____

1. The annual lease price shall be:

Coliseum \$ _____

Sapp Building \$ _____

Grandstand Area \$ _____

Ancillary Buildings – please list with proposed annual lease amount

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

Miscellaneous – please list with proposed annual lease amount

_____ \$ _____

_____ \$ _____

2. The proposed security deposit will be: \$ _____

3. Any changes from the provisions of this Request for Proposal or to the Insurance Requirements shall be specifically noted here:

4. Proposed term of lease if other than three (3) years: _____

5. Desired start date of lease: _____

BOONE COUNTY INSURANCE REQUIREMENTS

The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and the Certificate of Insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. 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. Insurance limits indicated below may be lowered at the discretion of the County.

Employers Liability and Workers Compensation Insurance - The Contractor shall take out and maintain during the life of this contract, **Employers Liability and Workers Compensation Insurance** for all of its employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workers Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Workers Compensation coverage shall meet Missouri statutory limits. Employers Liability limits shall be \$500,000.00 each employee, \$500,000.00 each accident, and \$500,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Workers Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers Liability Insurance for the protection of their employees not otherwise protected.

Commercial General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such commercial general liability insurance as shall protect it and any subcontractor performing work covered by this contract, 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 for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$3,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Commercial General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

Contractor may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse the County as an Additional Insured on the umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

Business Automobile Liability – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$3,000,000.00 combined single limit for any one occurrence, 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; non-owned and both on and off the site of work.

Subcontractors: Contractor shall cause each Subcontractor to purchase and maintain insurance of the types and amounts specified herein. Limits of such coverage may be reduced only upon written agreement of County. Contractor shall provide to County copies of certificates of insurance evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name County as Additional Insured and have the Waiver of Subrogation endorsements added.

Proof of Carriage of Insurance - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed and provided for Commercial General Liability, Business Auto Liability, and Umbrella or Excess Liability (not on Workers Compensation). The Certificate of Insurance shall provide that there will be no cancellation, non-renewal or reduction of coverage without 30 days prior written notice to the Owner. 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 services provided.

INDEMNITY AGREEMENT: To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor 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.

Failure to maintain the required insurance in force may be cause for contract termination. In the event the Agency/Service fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the County shall have the right to cancel and terminate the contract without notice.