

REQUEST FOR PROPOSALS:
**Davis County Legacy Events Center Sustainable
Strategic Vision Study**

Davis County Government
PO Box 618
61 South Main Street
Farmington, UT 84025

Date of Issue: April 20, 2017

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I. **RFP SUBMISSION REQUIREMENTS AND NOTICE TO INTERESTED PARTIES ON HOW TO POTENTIALLY PROTECT CERTAIN PORTIONS OF THEIR PROPOSALS**

All interested parties ***shall submit five (5) copies*** of their proposal. The first ***four (4) copies*** shall be a ***full and complete copy*** of the interested party's proposal and shall be submitted in ***hard copy form*** by either mailing or hand delivering the proposal as follows:

If Provided by Mail:

Davis County
Attn: Purchasing Manager
P.O. Box 618
Farmington, UT 84025

If Provided by Hand Delivery

Davis County
Attn: Purchasing Manager
61 South Main Street, Room 109
Farmington, UT 84025

The ***fifth copy*** shall be submitted in ***"PDF" electronic form***. This copy may be submitted on a ***CD, flash drive, or other electronic storage medium*** and provided, along with the first ***Four (4) copies***, either in the mail or by hand delivery. Alternatively, this ***fifth copy*** may be ***emailed*** to dteuscher@DavisCountyUtah.gov and mmcdonald@DavisCountyUtah.gov. ***Failure to provide the correct amount of copies may lead to disqualification of the proposal.***

If the interested party's proposal either does not contain information that may be protected under ***Section 63G-2-305(1) or (2) of the Utah Code*** or the interested party does not want to protect information that could be ***protected*** under ***Section 63G-2-305(1) or (2) of the Utah Code***, then the interested party's ***fifth copy*** of its proposal, provided in "PDF" form, shall be a ***full and complete copy*** of the interested party's proposal.

If, however, the interested party's proposal ***does contain*** information that may be protected under ***Section 63G-2-305(1) and/or (2) of the Utah Code***, and the interested party ***would like to protect such information*** in its proposal, then the interested party shall submit to Davis County, along with its proposal:

- (1) A ***fifth copy***, which is in "PDF" form and has been ***redacted*** by the interested party, in order for the interested party to protect information that may be protected under ***Section 63G-2-305(1) and/or (2) of the Utah Code***;
- (2) A ***written claim of business confidentiality*** that is ***signed*** by an ***authorized representative*** of the interested party; and
- (3) A ***written, but concise, statement of the reasons supporting the interested party's claim of business confidentiality.***

In short, the four (4) written documents that the interested party must submit, in addition to its redacted proposal in "PDF" form, shall ***set forth the reasons why*** the interested party believes that ***certain portions of its proposal should be protected*** under ***Section 63G-2-305(1) or (2) of the Utah Code.***

IF THE INTERESTED PARTY DOES NOT ***STRICTLY COMPLY*** WITH ***ALL*** OF THE FOREGOING PROVISIONS OF THIS SECTION, DAVIS COUNTY, UPON RECEIVING A GRAMA REQUEST FOR THE INTERESTED PARTY'S PROPOSAL, ***WILL RELEASE A FULL AND COMPLETE COPY*** OF THE ***INTERESTED PARTY'S PROPOSAL.***

FURTHER ***SUBMISSION REQUIREMENTS*** ARE SET FORTH ***IN THE SECTIONS BELOW!***

II. INTRODUCTION

For the last several decades, Davis County has experienced phenomenal growth with a population beginning in 1990 with just over 187,900 to a population of over 336,000 in 2015 and an anticipated population of over 390,000 by 2030. With a median age of 30.2 a median household income of over \$71,000, a population where 34.4% being under the age of 18 and only 9% of the population over 65 years of age, Davis County is positioning ourselves to ensure that we have a sustainable strategic vision for the Legacy Events Center, the types of events held which will benefit Davis County residents, act as a regional destination and draw, and facilities that can accommodate anticipated growth and future events.

The Legacy Events Center was originally created in 1990 and was known as the Davis County Fair Park. The Fair Park was designed and intended to accommodate the annual Davis County Fair, rodeo, exhibits and equestrian events. In 1998, the Legacy Center building was constructed and put into year-round use for indoor rodeo and equestrian events and other events that can utilize a dirt floor. In 2006, under the direction of the Davis County Commissioners, the Fair Park was rebranded as the Legacy Events Center, with the intent to grow and diversify the use of the facilities beyond the County fair and beyond equestrian events. The Management of the Legacy Events Center has stretched the existing single use structures (fair exhibit buildings and an indoor equestrian arena) to be multiple use structures that host a wide variety of events that attract local, regional, and national events bringing tens of thousands of participants and spectators to Davis County throughout the year.

More recently, we have added athletic fields, dog parks, a BMX track and additional parking as times have changed and along with those demand for specific events. In 2013 a portable floor was purchased and used to cover the dirt in the Legacy Center and open the building to more diverse use. The growth the portable floor brought to the Legacy Center has been exponential. The large floor space and stadium seating have filled a niche for amateur and youth sporting events that need spectator seating. The Legacy Events Center now hosts a variety of youth sports and expos inside the Legacy Center throughout the year that far outnumber the number of events that utilize the dirt floor. With equestrian events fleeting and youth sport tournaments increasing, Davis County is ready to venture into redefining what will be sustainable in the future so that we can position ourselves for future festivals, events, sports tournaments and recreation opportunities.

III. PURPOSE

It is the intention of Davis County to contract with a qualified Firm with expertise and knowledge in the area of strategic visioning studies, feasibility studies, marketing studies, event planning, sports tournament planning, tourism and economic development, master planning and community outreach to assist the County in developing a Sustainable Strategic Visioning Study for the Legacy Events Center and surrounding properties as outlined on Exhibit A. The Firm must be certified and licensed in the United States to perform said services. The Firm will be required to coordinate these services with the schedule mutually agreed upon between the Firm and the Legacy Events Center Stakeholder Committee.

Overall objectives of the study:

- Develop a masterplan to maximize land use and provide buildings which promote and attract future events and venues.

- Review existing venues and events for sustainability, opportunities, future direction, vision and changes due to growth.
- Review existing structures and infrastructure in meeting future needs.
- Review outside opportunities to provide a larger multi-regional and potential for multi-state draw.
- Highlight areas and opportunities for cooperative agreements and event venue participation throughout the County(s).
- Provide financial feasibility and an economic impact/market study.

IV. BUILDING TOUR MEETING

Interested firms wishing to tour the Legacy Events Center facilities and grounds are encouraged to attend a walk through and introduction meeting located in the Legacy Arena at 151 South 1100 West, Farmington, Utah 84025 on Friday May 5, 2017 at 10:00 am. Firms will be required to visit and inspect the facilities and grounds located within the site plan, listed in Exhibit A, of the proposal. It is critical that interested parties are on time to the meeting. **This is the only date and time to tour the buildings for the proposal.**

V. TERMS OF AGREEMENT

The contract period shall be for an initial six-month period and may be extended as needed to fully develop a final comprehensive study plan. It shall be understood that Davis County may, at any time during the contractual relationship, terminate the agreement without liability or penalty upon 10 days written notice delivered to the other party.

VI. BACKGROUND

The Legacy Events Center is a County-owned, multi-purpose facility, and is the home of the Davis County Fair. The main indoor arena is 38,400 square feet with fixed stadium seating for 2,200 (additional portable bleacher and floor seating is available), plus Wi-Fi and an excellent built-in sound system. The building also has a removable flooring system that can accommodate events requiring dirt or a hard surface.

The Legacy Event Center hosts sporting activities such as wrestling tournaments, gymnastics, BMX, motorsports and mixed martial arts bouts. Other events include equestrian shows, car shows, gun shows, and much more. Adjacent the main arena are multiple exhibit buildings that were built primarily for the county fair that have been made adaptable for trade shows, animal shows, boutiques, and family or corporate gatherings. There is also an outdoor arena with lights and sound that seats 2,900.

The Legacy Events Center also features several acres of groomed grass area making it a popular venue for many national and regional Dog Shows. Located next to the open turf is an RV Park with modern hookups providing affordable lodging options and easy access for vendors and exhibitors. Pet-friendly hotel accommodations are also located nearby with free complimentary breakfast, pool, and other amenities.

Located on the east side of the Legacy Center are approximately 12 acres of athletic fields which are programmed ready for local and regional championship tournaments.

The Legacy Events Center is conveniently located off I-15 and all major highways next to the Station Park.

More information can be found by visiting our website located at www.legacyeventscenter.com

VII. SCOPE OF WORK

To develop a strategic sustainable vision study for the Legacy Events Center located at 151 South 1100 West, Farmington, Utah; including providing a feasibility and masterplan for the study.

Provide an existing condition analysis of the facilities, conditions and land-uses that compliments recommendations for future vision. Develop an inventory and assessment of present conditions, strengths and weaknesses, and special issues facing the Events Center. It is expected that the consultant will work closely with staff and other entities to identify conditions and concerns. A tour of the buildings, meeting with staff and other stakeholders, is a component of the existing conditions analysis. In addition, the consultant should review and become familiar with previous master planning related documents.

Perform a SWOT (strengths, weaknesses, opportunities, and threats) analysis. Perform a regional analysis of events, venues and programs offered by Davis County, other Cities, Counties and States. Provide a thorough evaluation of various communities and attractions that represent competition for new concepts and plans. Highlight new opportunities and their strengths, alongside with the weaknesses and threats that may be present including overall economic impacts. During the market analysis conduct market research to identify current trends and existing market conditions as they relate to recreational, venue, and events; evaluate opportunities and constraints for future growth; and identify potential opportunities for vacant and underutilized buildings and sites.

Provide a re-use plan for the buildings and property demonstrating possibilities such as future venues and programming, circulation and parking opportunities, economic development opportunities which compliment venues and events, civic gathering possibilities, downtown redevelopment and public parking possibilities. If necessary, provide recommendations for infrastructure improvements. Provide and overall multi-year implementation strategy which includes complimentary design guidelines, planning for open space development, determining layout and engineering of primary parking, internal streets or drives, evaluating changes to any utility or infrastructures and primary uses. Provide cost estimates for re-use plan recommendations and alternates. Provide Basic Concept Drawings showing concepts and/or alternate concepts for the use, re-use, or proposed uses for the property and buildings.

Create and present an implementation strategy.

Prepare a vision plan that incorporates the above listed analysis and ideas generated by public outreach efforts and professional expertise and industry trends. The plan should be able to act as a guide for future decisions as well as assist the County with strategic investment for the Events Center. Specifically, the plan should: Clearly articulate an exciting yet realistic land use picture that will provide future opportunities for the Legacy Events Center. Project a 10-20 year future land use potential that the market could support. Identify underserved and emerging markets as prospects for event development. Include a summary of the market potential for recommended uses in relation to local and regional competition. Identify key opportunity sites for cooperative agreements with recommendations on highest and best use. Outline and recommend steps for the implementation of the vision plan

Provide details on how the changes appeal to each audience segment, showing event and venue attraction and retention.

Provide a summary of the research strategy used, including surveys, interviews, literature reviews, internet searches and public outreach.

Facilitate and participate in multiple public planning charrettes involving Davis County Cities to illicit public comments and public ideas to aid in the development of the re-use plan and/or alternate cooperative possibilities.

Provide an overall summary of the public planning charrettes and suggestions from the public.

Present final study results and recommendations.

VIII. COSTS/FEES

Davis County will consider proposals which meet the required purpose and scope of the work and provide the best value to the County. All pricing quotes provided must remain valid for the purpose of drafting a contract until 60 days after the bid closing. **Any proposal which does not offer to remain firm for this required period may be considered as non-responsive.**

Bids should include cost breakout for the following items:

Pricing shall be submitted as per service and grand total. Any travel, presentation costs, advertising, overtime, emergency and weekend rates shall be included in the cost breakout.

IX. PROPOSAL SUBMISSION REQUIREMENTS

All proposals submitted for evaluation must include, but are not limited to, the following information. Proposals in non-standard formats cannot be evaluated without considerable analysis. **Failure to follow the prescribed format may result in rejection of the proposal.**

- Cover Letter
- Firm's Qualifications - Provide a description of your firm and appropriate individuals' and subcontractors' historical background. Identify the type of business (corporation, partnership, etc.) and verification of license to do business in State of operation. Indicate the number of years in business.
- Experience – Provide a narrative describing your relevant experience related to this type of a study or similar studies which your firm has performed. Preference will be given to firms who have performed multi-regional studies or a regional approach.
- Provide a sample of the study performed. Please redact any personal information from the study if necessary.
- Provide a sample vision for the Legacy Events Center that your firm(s) discovered during the initial evaluation and research you have done for this proposal. Recognizing that overall, this vision may change if selected.
- A valid certificate of liability insurance demonstrating at least the minimum coverage amounts identified in Section XV, subsection M below. In the event that the Offeror is ultimately awarded the contract, the County will require a valid certificate of liability insurance that either

names "Davis County" as an additional insured or demonstrates that the Offeror has the "Contractual" box of the general liability type of insurance marked.

- Firms must supply a minimum of three (3) references from examples cited as relevant experience.
- Cost/Fee Proposal labeled and tabbed as (Exhibit A). All line item costs need to be totaled in an overall grand total amount. We will open all of the proposals during a public meeting. Please make the Cost/Fee Proposal the last page of your proposal so that we can announce your grand total cost appropriately.
- Please label each document you submit with your company name.
- Please do not staple the proposal.

X. EVALUATION CRITERIA

The Selection Committee will review, evaluate and rank the proposals submitted. The County reserves the right to request a best and final offer. A recommendation will then be presented to the Davis County Commission for consideration and approval.

Review criteria are considered around the following:

- | | |
|-----|--|
| 40% | <p>Suitability of product for needs of Davis County
The Selection Committee will be reviewing the Consultant's proposal along with others submitted to determine if the proposal is suitable to Davis County and the Events Center. A determination will be made and scored on the Consultant's like projects in similar capacities such as Towns, Cities, or Counties studies. A determination will also be made upon the example of a previous study and how that example is suitable for Davis County. Overall presentation of proposal is included in this score.</p> |
| 40% | <p>Firm's Qualifications and Relevant Experience
The Selection Committee will be reviewing the Consultant's proposal along with others submitted to determine if the proposal demonstrates and expresses the desired qualifications of the Firm and/or staff/members who will be contributing expertise and labor to the proposed scope of work. A determination will be made and scored on the overall relevant experience of the Consultant in performing projects of similar size and nature to the proposed scope of work.</p> |
| 20% | <p>Cost
The Selection Committee will be reviewing and scoring the Consultant's proposal along with others submitted to determine if the cost of the proposal is at market rates and if there is any additional cost benefits or opportunities to receive a better product in association to the costs to perform the scope of work.</p> |

If necessary, proposals will be evaluated and short-listed if further information or details are needed. Short-listed firms may be required to present their proposals in person prior to final selection.

XI. SUBMISSION OF PROPOSALS

Four (4) hard copies of your proposal must be received at the Davis County Purchasing Office each in a **sealed envelope** clearly marked "**Davis County Legacy Events Center Study Proposal**" by **4:30 pm, May 19, 2017**. The address for the office is:

If Provided by Mail:
Davis County
Attn: Purchasing Manager
P.O. Box 618
Farmington, UT 84025

If Provided by Hand Delivery
Davis County
Attn: Purchasing Manager
61 South Main Street, Room 109
Farmington, UT 84025

Groups submitting proposals by mail must account for delivery time. Bids received after the times specified will not be accepted and the Architectural Firm will be disqualified from bidding on the project.

The fifth copy shall be submitted in "PDF" form. This copy may be submitted on a CD, flash drive, or other electronic storage medium and provided, along with the first Four (4) copies, either in the mail or by hand delivery. Alternatively, this fifth copy may be emailed to dteuscher@DavisCountyUtah.gov and mmcdonald@DavisCountyUtah.gov.

Proposals will be opened during the Davis County Commission Meeting at 10:00 am, Tuesday, May 23, 2017, Davis County Administration Building, Room 303, 61 South Main Street, Farmington, Utah, 84025.

All costs associated with the preparation of the proposal, as well as any other related materials, will be borne by the Offeror. All costs and expenses associated with attending an interview (if necessary) will also be borne by the Offeror. All proposals become the property of Davis County. Davis County reserves the right to stop the selection process at any time if it determines it to be in the best interest of the County. Davis County also reserves the right to reject any or all proposals submitted. The County reserves the right to enter into more than one agreement from the proposals submitted for this RFP.

XII. PROJECTED SCHEDULE FOR THE RFP PROCESS

The County reserves the right to modify this schedule at its discretion.

<u>Activity</u>	<u>Date</u>
Publish RFP	April 21, 2017
Events Center Tour Meeting	May 5, 2017
Last day to submit questions via e-mail	May 15, 2017
Proposal Due Date	May 19, 2017
Opening of Proposal in Public Meeting	May 23, 2017
Notice of Award	TBD

XIII. WRITTEN AGREEMENT REQUIRED

The selected company must be willing to enter into a written agreement with Davis County. A binding agreement between the County and Offeror will be dependent upon the negotiation, preparation, and execution of a formal contract.

XIV. INQUIRIES

All inquiries relating to the specifications or proposal procedure should be directed in writing through e-mail to the Davis County Purchasing Department at DTeuscher@daviscountyutah.gov. Cut off time to submit questions will be 4:30 pm on May 15, 2017. **Do not contact the agency, division, department, or other County officers or employees.**

XV. CONTRACT AND PROPOSAL INFORMATION

Submitting a proposal acknowledges your firm has read, understands, and agrees to be bound and fulfill the requirements and terms and conditions of this solicitation.

- A. Firm Pricing: All prices, quotes, or proposals are to remain firm for the duration of the project from submittal of RFP to final contract. Any proposal, which does not offer to remain firm for the required period, may be considered to be non-responsive.
- B. Laws of the State of Utah: All contracts pursuant to acceptance of the Offeror's proposal will be interpreted, construed, and given effect according to the laws of the State of Utah and the Ordinances of Davis County. No contract will be assigned, in whole or in part, without the written consent of the County.
- C. Licensing: All applicable federal, state, and local licenses must be acquired before the contract is entered into. Licenses must be maintained throughout the entire contract period.
- D. Persons doing business as an Individual, Association, Partnership, Corporation, or otherwise, shall be registered with the Utah State Division of Corporations and Commercial Code. NOTE: Forms and information on registration may be obtained by calling (801) 530-4849, or toll free at 877-526-3994 or by accessing: www.commerce.utah.gov.
- E. Public Domain: Offerors are advised that Utah law and County ordinances provide that, upon full execution of a contract subsequent to an RFP, the contents of the awarded proposal received pursuant to said request may be placed in the public domain and become public records subject to examination by any interested parties in accordance to the Government Records Access Management Act (GRAMA), Utah Code Ann. 63G-2-101 et seq. and County ordinance. Please refer to Section I above for specific details regarding the protection of certain information.
- F. Cover Letter: The proposal will have a cover letter indicating the firm's willingness to enter into an agreement with Davis County. An officer of the company who has the authority to commit their firm to the proposed project must sign this letter. Proposals will include the full name, legal status (corporation, state of incorporation, partnership, proprietorship, etc.), and a business address of the Offeror and telephone number. Please include one or two e-mail addresses where you could be notified of an oral interview if required. The proposal will be signed, in ink, by a principal of the business who is authorized to execute the contract. The name of the principal and his/her business title will be included in the signature element in either type or print. Penciled signatures or notations will not be accepted.
- G. Changes or Modifications: Any changes or modification to the Request for Proposal will be accomplished in writing by addendum. Addendums will be issued on SciQuest and sent to any Offeror who has attended the building tour or submitted a letter of intent. An Offeror

submitting a proposal based on any information other than that which is contained in the County's RFP, or any addenda thereto, do so at their own risk.

- H. Receiving Proposals: The Purchasing Department will administer receipt of all proposals. Proposals will be held, unopened, by the Department in the same condition as received if delivered prior to the date and closing time designated in the RFP. After the closing time, only the identity of each Offeror will be made public. If only one proposal is received in response to the County's request, the Purchasing Department, in coordination with the Department requesting the services may recommend an award of a contract to the single Offeror if the proposal is responsive. Alternatively, if time permits, the County may re-solicit for the purpose of obtaining additional proposals. Offerors are advised that no contract will be formed with the County until a proposal is accepted by the Davis County Commission and the contract is signed by all parties.
- I. Modifying or Withdrawing Proposals: Offerors may modify or withdraw their proposals at any time prior to the proposal due date. Offerors may withdraw their offer if the County and Offeror cannot agree on contract terms.
- J. Rejection of Proposals: The County reserves the right to reject any or all proposals, to accept any proposal in total or in part unless the Offeror clearly states in its proposal that acceptance must be on an "all or none" basis, to waive any minor irregularity or technical error in the form of proposals or in compliance with the instructions to proposers, and to stop the selection process at any time it is considered to be in the best interests of the County. Any proposal containing significant deviations, as defined by Davis County, from the specifications of the RFPs will be rejected as non-responsive. Offerors claiming minor irregularities or technical errors must assume the burden of identifying them and justifying them to the County in order for the proposal to receive consideration.
- K. Independent Contractors: Offeror agrees that if they enter into a contract with Davis County they are independent contractors and have no authority, express or implied, to bind the County to any agreements, settlements, liability, or understanding whatsoever with any third party.
- L. Free and Competitive Bidding: Any agreement or collusion among prospective Offerors to fix a price or limit competition shall render the proposal void and such conduct shall be unlawful and subject to criminal sanction.
- M. Insurance: If awarded the contract, Offerors will, at their sole cost and expense, secure and maintain during the term of the contract, including all renewal or additional terms, insurance coverage in the following minimum amounts:
 - a. General Liability Insurance as follows: Occurrence form commercial general liability and contractual liability with the following minimum limits:
 - i. Each Occurrence - \$1,000,000.00;
 - ii. General Aggregate - \$2,000,000.00;
 - b. Automobile Liability Insurance as follows: Statutory minimum amounts; and
 - c. Workers Compensation and Employers' Liability as follows: Statutory minimum amounts.

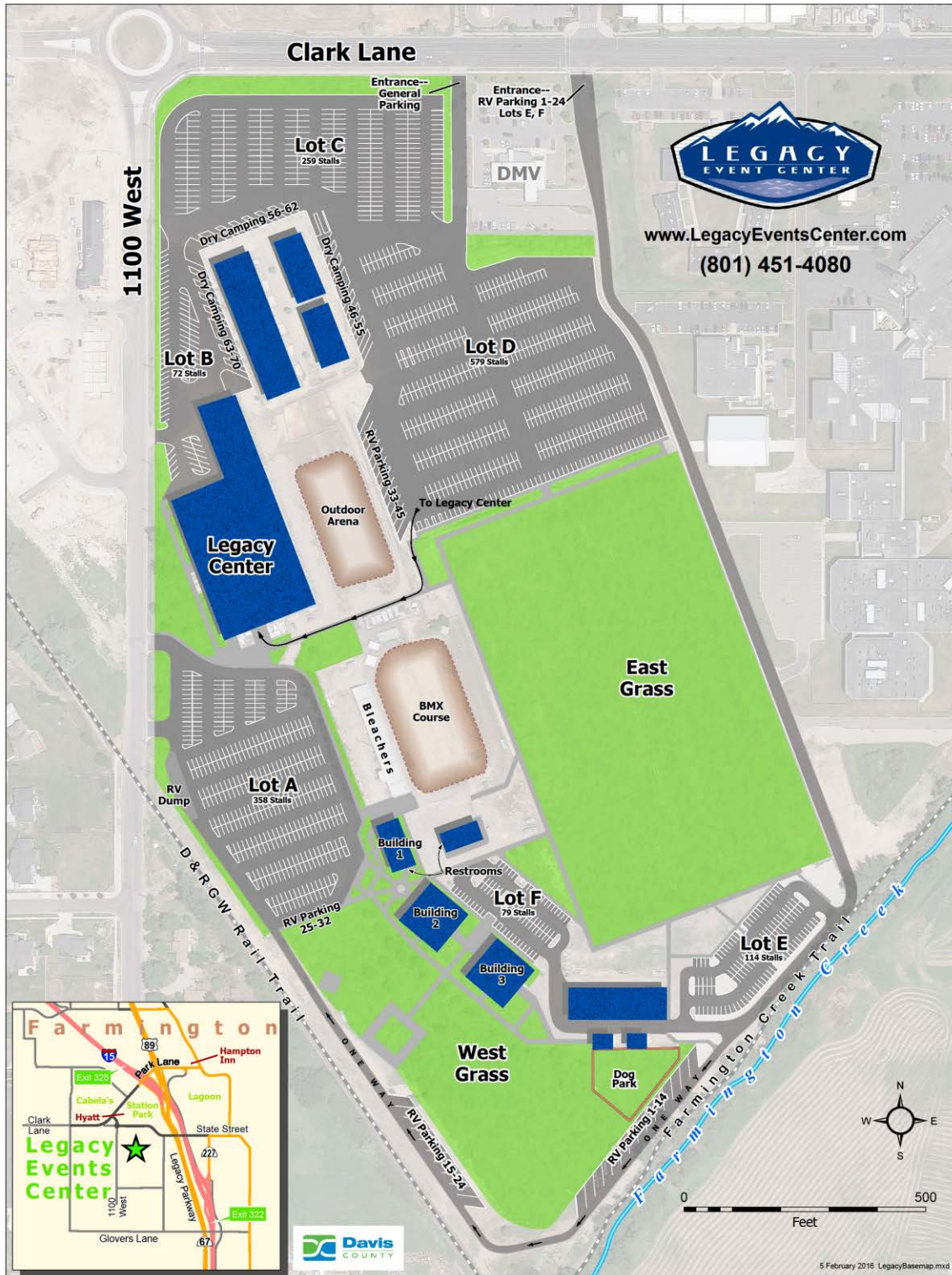
- N. Indemnification: Offerors agree to indemnify, defend, save and hold harmless the County, its officers, agents and employees from and against any and all losses, damages, injuries, liabilities, and claims arising from activities related to this Project, which do not arise from the sole negligence of the County. No term of condition of the contract, including insurance required under this section, shall limit or waive any liability the Offeror may have as a result of its own negligence, or in relation to its obligations under the terms of the indemnification provisions of the contract.

- O. Infringement: An Offeror shall not infringe on patents, copyrights, trademarks, or intellectual property rights. The consequences for such a violation, including costs of defending a claim and indemnification from an action or claim by a third party, shall be borne by the Offeror.

- P. Performance and Workmanship: In accordance with Section 78B-2-225(3) (a) of the Utah Code, contractors must warrant their performance and workmanship for a period of six years from the date of completion of the project.

- Q. Warranty: All materials and equipment furnished shall be new and under manufacturer's warranty, if applicable, unless specified otherwise. All work shall be of reasonable quality, free from faults and defects and shall be in conformance with construction standards, applicable codes, regulations and laws.

EXHIBIT A Site Plan



www.LegacyEventsCenter.com
(801) 451-4080



5 February 2016 LegacyBasemap.mxd