

Introduced by _____

First Reading _____

Second Reading _____

Ordinance No. _____

Council Bill No. B 72-14

AN ORDINANCE

authorizing a service agreement with Victus Advisors, LLC for a sports community assessment, a market potential study and the feasibility of creating a sports advisory board; appropriating funds; and fixing the time when this ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute a service agreement with Victus Advisors, LLC for a sports community assessment, a market potential study and the feasibility of creating a sports advisory board. The form and content of the agreement shall be substantially in the same form as set forth in "Attachment A" attached hereto.

SECTION 2. The sum of \$95,000.00 is hereby appropriated from the Convention & Visitors Bureau Unreserved Fund Balance Account No. 229-0000-341.01-00 to the Convention & Visitors Bureau Publishing & Promotion Account No. 229-4810-509.49-90.

SECTION 3. This ordinance shall be in full force and effect from and after its passage.

PASSED this _____ day of _____, 2014.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

CERTIFICATION: I certify there are sufficient funds available in the Convention & Visitors Bureau Unreserved Fund Balance Account No. 229-0000-341.01-00 to cover the above appropriation.

Director of Finance

**SERVICE AGREEMENT
FOR
SPORTS COMMUNITY ASSESSMENT
RFP 15/2014**

This AGREEMENT, made and entered into this 4 day of MARCH, 2014, by and between the City of Columbia, Missouri, a Municipal Corporation of the State of Missouri, hereinafter referred to as "City," and Victus Advisors, a limited liability company in the State of Utah, hereafter referred to as "Consultant." Witnesseth, that:

WHEREAS, Consultant has offered to provide the services described in Exhibit B, in consideration of the payment terms described therein subject to the General Requirements and Scope of Work described in Exhibit A; and

WHEREAS, City desires to engage Consultant to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, IT IS HEREBY AGREED by the parties hereto as follows:

1. City employs Consultant to perform the services hereinafter set forth.
2. **Services.** The Consultant represents that it is equipped, competent, and able to perform, and that it will perform all services hereinafter set forth in a diligent, competent, and workmanlike manner. Consultant will perform all such services in accordance with the following provisions, incorporated into this Agreement as if set forth in full herein: City's Request for Proposal No. 15/2014 (hereinafter referred to as "RFP"), attached hereto as Exhibit A; and the Consultant's Response to the RFP (hereinafter referred to as "Proposal"), including Scope of Services (hereinafter referred to as "Scope"), Project Fees & Billing, and Project Schedule, attached hereto as Exhibit B. Where the terms of the Consultant's Proposal conflict with anything herein, the terms of the City's RFP shall control.
3. **Project Schedule.** The Consultant agrees that it shall make every reasonable effort to adhere to the Schedule as detailed in Exhibit B.
4. **Amount Not To Exceed.** It is expressly understood that in no event will the total compensation to be paid to the Consultant under the terms of this contract for the services set forth in the Scope, exceed the sum of *Ninety-Five Thousand Dollars* (\$95,000.00). If additional services are requested by the City, the Consultant will prepare and submit to the City an estimate of the total cost associated with such additional services. The City will review and approve in writing such cost estimate for additional services, and the total compensation and reimbursement to be paid by the City to the Consultant for such approved additional services shall not exceed the approved amount. Consultant's fees for additional services shall be billed on an hourly basis as set forth below, which will in no event exceed the amount approved by the City in writing for such additional services:

| <u>Title</u> | <u>Hourly Rate</u> |
|--------------|--------------------|
| Consultant | \$250.00/hr |
| Analyst | \$125.00/hr |
5. **Payments.** The Consultant shall submit an invoice for services, based upon the Project Fees & Billing, as follows;
 - \$35,000 at Project Kickoff,
 - \$30,000 at the Interim Report, and

- \$30,000 at Final Report

The City will, as soon as practical, pay the consultant for the services rendered, provided the City does not contest the invoice, to the extent of ninety-five percent (95%) of the uncontested amount earned. Upon completion and acceptance of the final presentation by the City, the five percent (5%) of these services retained by the City will be paid to the Consultant.

6. The term of this Agreement shall be one (1) year from the effective date.

7. This agreement shall be binding on the parties thereto only after it has been duly executed and approved by the City and the Consultant.

IN WITNESS WHEREOF, the PARTIES have hereunto set their hands and seals the day and year first above written.

CONTRACTOR

(Seal)

VICTUS ADVISORS, LLC

By J. C.

MANAGING MEMBER
Title

ATTEST:

[Signature]

CITY OF COLUMBIA, MISSOURI

By: _____
Mike Matthes, City Manager

APPROVED AS TO FORM:

[Signature]
Nancy Thompson, City Counselor

I here by certify that this Contract is within the purpose of the appropriation to which it is to be charged, that is, the _____ Account, and that there is an unencumbered balance to the credit of such account sufficient to pay therefore.

John Blattel, Director Finance

EXHIBIT A

(INCLUDED BY REFERENCE)

**REQUEST FOR PROPOSAL
SPORTS COMMUNITY ASSESSMENT
FOR THE
CITY OF COLUMBIA, MISSOURI**



**FINANCE/PURCHASING DIVISION
WILL HOBART
PURCHASING AGENT
701 E. BROADWAY, 5TH FLOOR
COLUMBIA, MO 65201
(573) 874-7687**

**AMY SCHNEIDER
CONVENTION & VISITOR'S BUREAU DIRECTOR**

**JOHN BLATTEL
DIRECTOR OF FINANCE**

**Request For Proposal No. 15 /2014
Closing Date: 5:00 p.m., CST, Wednesday, November 27, 2013**

TABLE OF CONTENTS

| | PAGE |
|--|-----------|
| 1 GENERAL REQUIREMENTS | 1 |
| 1.1 PURPOSE | 1 |
| 1.2 SCHEDULE OF ACTIVITIES | 1 |
| 1.3 DUE DATE FOR PROPOSALS | 1 |
| 1.4 QUESTIONS/CLARIFICATIONS OF THE REQUEST FOR PROPOSAL | 1 |
| 1.5 VALIDITY OF PROPOSALS | 2 |
| 1.6 REJECTION OF PROPOSALS | 2 |
| 1.7 WITHDRAWAL OF PROPOSALS | 2 |
| 1.8 ALTERATION OF SOLICITATION | 2 |
| 1.9 RESPONSE MATERIAL OWNERSHIP | 2 |
| 1.10 INCURRING COSTS | 2 |
| 1.11 COLLUSION CLAUSE | 2 |
| 1.12 CONTRACT DOCUMENTS | 2 |
| 1.13 FUNDS | 3 |
| 1.14 TAX EXEMPTION | 3 |
| 1.15 APPLICABLE LAW | 3 |
| 1.16 RESPONSIBILITY | 3 |
| 1.17 ASSIGNMENT | 3 |
| 1.18 AUDITING OF INVOICES | 3 |
| 1.19 NONDISCRIMINATION IN EMPLOYMENT | 4 |
| 1.20 TERMINATION FOR DEFAULT | 4 |
| 1.21 TERMINATION FOR CONVENIENCE | 4 |
| 1.22 EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED | 5 |
| 1.23 INSURANCE REQUIREMENTS | 5 |
| 2 SCOPE OF WORK | 7 |
| 2.1 BACKGROUND | 7 |
| 2.2 PROJECT SCOPE | 8 |
| 2.3 PROJECT GOALS AND GUIDING PRINCIPLES | 9 |
| 3 TECHNICAL PROPOSAL | 10 |
| 3.1 VENDOR INFORMATION | 10 |
| 3.2 EXPERIENCE | 10 |
| 3.3 PROJECT DETAIL | 11 |
| 3.4 PRICING TO BE QUOTED | 11 |
| 4 SUBMISSION OF PROPOSAL | 11 |
| 4.1 TRANSMITTAL LETTER | 11 |
| 4.2 FORMAT OF PROPOSAL | 11 |
| 5 EVALUATION AND AWARD | 12 |
| 5.1 EVALUATION | 12 |
| 5.2 SELECTION AND AWARD | 12 |

1 GENERAL REQUIREMENTS

1.1 PURPOSE:

Summary of Request.

The City of Columbia seeks proposals from a qualified professional planning consultant to assist the city with a sports community assessment, market potential study and the development of a Sports Advisory Board

1.2 SCHEDULE OF ACTIVITIES:

| DATE | ACTIVITY |
|--|---|
| November 11, 2013 | Close of written <i>Requests for Additional Information</i> |
| November 15, 2013 | Written responses to <i>Requests for Additional Information</i> sent to all |
| November 27, 2013 | Request for Proposal is due by 5:00 p.m. CST |
| January 1, 2014 | Contract Start Date (anticipated) |
| The above dates are target dates and may change. | |

1.3 DUE DATE FOR PROPOSALS:

Proposals may be submitted in a sealed envelope at the purchasing office or uploaded electronically on the City's E-bidding website. No fax or e-mail proposals will be accepted. Sealed proposals must be delivered to the Purchasing Department, 701 E. Broadway, 5th Floor, Columbia, MO 65201 by the closing date and time. Proposals received after the appointed time will be determined non-responsive and will not be opened. Sealed proposals must be submitted in three (3) copies, one of which must be an original and so marked. The proposals must be in sealed envelopes and marked in bold letters "RFP 15/2014 - SPORTS COMMUNITY ASSESSMENT"

1.4 QUESTIONS/CLARIFICATIONS OF THE REQUEST FOR PROPOSAL:

All questions concerning the solicitation and specifications shall be submitted in writing via e-mail or fax to the name below. You are encouraged to submit your questions via e-mail.

Will Hobart, Purchasing Agent

Phone: (573) 874-7687

Fax: (573) 874-7762

E-mail: wahobart@GoColumbiaMO.com

Any oral responses to any question shall be unofficial and not binding on the City of Columbia. An Addendum to this RFP providing the City of Columbia's official response will be issued if necessary to all known prospective respondents. Questions must be submitted no later than 5:00 p.m. on November 11, 2013.

This written *Request for Additional Information* will take place of the normal Pre-Proposal Conference.

1.5 VALIDITY OF PROPOSALS

Respondents agree that proposals will remain firm for a period of ninety (90) calendar days after the date specified for the return of proposals.

1.6 REJECTION OF PROPOSALS:

The City of Columbia reserves the right to reject any or all proposals received in response to this RFP, or to cancel the RFP if it is in the best interest of the City of Columbia to do so. Failure to furnish all information requested in this RFP may disqualify the proposal. Any exceptions to the requirements specified must be identified in the proposal.

1.7 WITHDRAWAL OF PROPOSALS:

Any Presenter may withdraw his proposal at any time prior to the scheduled closing time for the receipt of proposals. However, no proposal will be withdrawn for a period of ninety days after the scheduled closing time for the receipt of proposals.

1.8 ALTERATION OF SOLICITATION:

The wording of the City of Columbia's solicitation may not be changed or altered in any manner. Respondents taking exception to any clause in whole or in part should do so by listing said exceptions on their letterhead and submitting them with their proposal; such exceptions will be evaluated and accepted or rejected by the City of Columbia, whose decision will be final.

1.9 RESPONSE MATERIAL OWNERSHIP:

All material submitted regarding this RFP becomes the property of The City of Columbia. Any person may review proposals after the "Notice of Intent to Award" letter has been issued, subject to the terms of this solicitation.

1.10 INCURRING COSTS:

The City of Columbia shall not be obligated or be liable for any cost incurred by Respondents prior to issuance of a Contract. All costs to prepare and submit a response to this solicitation shall be borne by the Respondent.

1.11 COLLUSION CLAUSE:

Any agreement or collusion among Respondents and prospective Respondents to illegally restrain freedom of competition by agreement to fix prices, or otherwise, will render the proposals of such Respondents void.

1.12 CONTRACT DOCUMENTS:

The final Contract between the City of Columbia and the Respondent will include by reference:

- Respondent's Proposal
- The Specifications contained in this RFP

Any changes, additions or modifications hereto will be in writing and signed by the Purchasing Agent. No other individual is authorized to modify the Contract in any manner.

1.13 FUNDS:

Financial obligations of the City of Columbia payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. In the event funds are not appropriated, any resulting Contract will become null and void, without penalty to the City of Columbia.

1.14 TAX EXEMPTION:

The City of Columbia is funded by public monies and as such has been approved by the State of Missouri for sales/use tax-exempt status. The Missouri tax identification number and certificate is available upon request by the successful Respondent.

1.15 APPLICABLE LAW:

The proposal and Contract shall be governed in all respects by the ordinances of The City of Columbia and the laws of the State of Missouri, and any litigation with respect thereto shall be brought in the courts in the State of Missouri.

1.16 RESPONSIBILITY:

The City of Columbia reserves the right to require the apparent successful vendors to file proof of his/her ability to properly finance and execute the Contract, together with his/her record of successful completion of similar Contracts prior. The award of the Contract will be contingent upon providing acceptable proof and record of performance. *This information will become a part of the contents of the file and hence public record unless the Respondent indicates this material confidential and request this information be returned at the expense of the Respondent. This applies only to matters of financial reporting.*

1.17 ASSIGNMENT:

Firm shall not assign the Contract, subcontract it, or sublet it as a whole without the prior written consent of the City of Columbia. Assignment, subcontracting, or subletting without such consent will in no way relieve the Firm of any of its obligations under this Contract unless specifically stated by the City of Columbia in its consent.

1.18 AUDITING OF INVOICES:

Invoices are subject to audit for a period of five (5) years after the expiration date of the final year of the Contract. If during the audit it is revealed that the Respondent charged the City of Columbia a price higher than the proposed price, the Respondent will reimburse the City of Columbia the amount of the overcharge.

1.19 NONDISCRIMINATION IN EMPLOYMENT

In connection with the furnishing of supplies or performance of work under this Contract, the Firm agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable Federal and State laws and further agrees to insert the foregoing provisions in all subcontracts awarded hereunder.

Contractor agrees to comply with all applicable provisions of: the Fair Labor Standards Act, as amended; the Employment Practices Act, as amended; the Civil Rights Act of 1964, as amended; Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Omnibus Reconciliation Act of 1981, as amended; the Americans with Disabilities Act of 1990, as amended; Chapter 12 of the City of Columbia Code of Ordinances, and all other applicable Federal and State laws which prohibit discrimination in employment and the delivery of services on the basis of race (racism), color, national origin, ancestry, sex, religion, disability, marital status, sexual orientation, gender identity, age (employment), and familial status (housing).

1.20 TERMINATION FOR DEFAULT

If, through any cause, the firm shall fail to fulfill, in a timely and proper manner, its obligations under this contract, or if the firm shall violate any of the covenants, agreements, or stipulations of this contract, the City of Columbia shall thereupon have the right to terminate this contract for cause by giving written notice to the firm of its intent to terminate and at least ten (10) calendar days to cure the default or show cause why termination is otherwise not appropriate. In the event of termination all finished or unfinished documents, data, studies, survey, drawings, maps, models, photographs, and reports or other material prepared by the firm under this contract shall, at the option of the City of Columbia, become its property, and the firm shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted. The firm shall be obligated to return any payment advanced under the provisions of this contract.

Notwithstanding above, the firm shall not be relieved of liability to the City of Columbia for any damages sustained by the City of Columbia by virtue of any breach of the contract by the firm, and the City of Columbia may withhold any payment to the firm for the purpose of mitigating its damages until such time as the exact amount of damages due the City of Columbia from the firm is determined.

If after such termination it is determined, for any reason the firm was not in default, or that the firm's action/inaction was excusable, such termination shall be treated as a termination for convenience, as described herein.

1.21 TERMINATION FOR CONVENIENCE:

The performance of work under this Contract may be terminated by the City of Columbia in whole or in part, whenever the Purchasing Manager will determine that such termination is in the best interest of the City of Columbia. Any such termination will be affected by delivery to the Respondent of a letter of termination specifying the extent to which performance of work under the Contract is terminated and the date upon which such termination is effective.

After receipt of a termination letter the Respondent will:

- Stop work on the Contract on the date and to the extent specified in the letter.
- Place no further orders for materials, services or facilities except as may be necessary to complete any portions of the work under Contract not terminated.
- Complete on schedule such part of the work as will not be terminated by termination letter.

1.22 EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED:

- (a) Contractor agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.
- (b) As a condition for the award of this contract the contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.
- (c) Contractor shall require each subcontractor to affirmatively state in its contract with contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Contractor shall also require each subcontractor to provide contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.

1.23 INSURANCE REQUIREMENTS:

CONTRACTORS INSURANCE: The Contractor shall not commence work under this Contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the City, nor shall the Contractor allow any subcontractor to commence work on their contract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form, and with companies satisfactory to the City which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide.

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 their employees employed at the site of the 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 coverages 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 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: Contractor shall carry Commercial General Liability Insurance written on ISO occurrence form CG 00 01 07 98 or later edition (or a substitute form providing equivalent coverage) and shall cover all operations by or on behalf of the Contractor, providing insurance for bodily injury liability and property damage liability for the limits indicated below and for the following coverage:

Premises and Operations
Products and Completed Operations

EXHIBIT A

Contractual Liability insuring the obligations assumed by the Contractor under this Contract.
Personal Injury Liability and Advertising Injury Liability

Except with respect to bodily injury and property damage included within the products and completed operations hazards, the general aggregate limit shall apply separately to the Contractor's project under this Contract. Completed Operations coverage must be maintained for the correction period provided by the agreement.

Limit of Liability. The Commercial General Liability policy limits shall not be less than:
\$1,000,000 Each Occurrence (Comb. Single Limit for Bodily Injury & Prop. Damage)
\$1,000,000 Aggregate for Products/Completed Operations
\$1,000,000 Personal Injury/Advertising Injury
\$1,000,000 General Aggregate (provide endorsement to apply the General Aggregate per project, if available).

Additional Insured The Owner, all of its officers, directors and employees, shall be named as Additional Insureds under the Commercial General Liability Insurance using ISO Additional Insured Endorsements CG 20 10 or substitute providing equivalent coverage. This endorsement must be stated on the insurance certificate provided to the Owner and a copy of the endorsements confirming coverage should accompany the insurance certificate.

Primary Coverage The Contractor's Commercial General Liability Policy shall apply as primary insurance and any other insurance carried by the Architect or the Owner shall be excess only and will not contribute with Contractor's insurance. This must be stated on the insurance certificate and a copy of the endorsement confirming coverage should accompany the insurance certificate.

BUSINESS AUTOMOBILE LIABILITY INSURANCE: The policy should be written on ISO form CA 0001, CA 0005, CA 0002, CA0020 or a substitute form providing equivalent coverage and shall provide coverage for all owned, hired and non-owned vehicles. The limit of liability should be at least \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage each accident and should also cover Automobile Contractual Liability. The policy should name the Owner and all of its officers, directors and employees as Additional Insureds. The policy shall be endorsed to be primary coverage and any other insurance carried by the Owner shall be excess only and will not contribute with Contractor's insurance. To confirm coverage, a copy of the Additional Insured Endorsement should accompany the insurance certificate.

WAIVER OF SUBROGATION: The Commercial General Liability and Automobile Liability policies shall each contain a waiver of subrogation in favor of the Owner and its officers, directors and employees.

CERTIFICATES OF INSURANCE: As evidence of the insurance, limits and endorsements required, a standard ACORD or equivalent Certificate of Insurance executed by a duly authorized representative of each insurer shall be furnished by the Contractor to the Owner and Architect before any Work under the Contract is commenced by the Contractor. Owner shall have the right, but not the obligation, to prohibit Contractor or any Subcontractor from entering the Project site until such certificates are received and approved by the Owner. With respect to insurance to be maintained after final payment, an additional certificate(s) evidencing such coverage shall be promptly provided to Owner as a precondition to final payment. The Certificate of Insurance shall provide that there will be no cancellation or reduction of coverage without 30 days prior written notice to the Owner. The certificate must also contain a description of the project or work to be performed. Failure to maintain the insurance required herein may result in termination of the Contract at Owner's option. In the event the Contractor does not comply with the requirements of this section, the Owner shall have the right, but not the obligation, to provide insurance coverage to

protect the Owner and charge the Contractor for the cost of that insurance. The required insurance shall be subject to the approval of the Architect, but any acceptance of insurance certificates by the Owner shall in no way limit or relieve the Contractor of their duties and responsibilities in this Agreement.

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 Owner. Contractor shall provide to Owner copies of certificates evidencing coverage for each Subcontractor. Subcontractors' commercial general liability and business automobile liability insurance shall name Owner as Additional Insured and have the Waiver of Subrogation endorsements added.

HOLD HARMLESS AGREEMENT: To the fullest extent not prohibited by law, Contractor shall indemnify and hold harmless the City of Columbia, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorneys 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 subcontractor 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 City of Columbia from its own negligence.

2 SCOPE OF WORK

2.1 BACKGROUND:

The City of Columbia is a growing central Missouri city with a census population of 108,500 in 2010. The City is home to the flagship campus of the University of Missouri which is also its largest employer. The City limits enclose an area of 63.5 square miles. There is no extraterritorial zoning jurisdiction in keeping with Missouri land use law. Boone County has similar zoning and subdivision regulations. The City operates as a fourth class charter city (home rule powers) with a budget of \$447.4 million and more than 1,300 permanent employees.

The City of Columbia Convention and Visitors Bureau (CVB) mission is to establish Columbia as a premier destination and to encourage economic growth by promoting our tourism product, providing exceptional customer service & creating unforgettable experiences for Columbia Visitors. The CVB's staff of 8 focuses on the promotion, advertising, marketing and selling of Columbia MO as a tourism destination.

One CVB staff person is charged with selling Columbia as a sports destination. This team member collaborates with the Parks & Recreation Department to gain a better understanding of what venues are available and when. The CVB and Parks and Recreation relationship has matured by traveling to a national trade show as a team for a better understanding of what potential events are available.

The Columbia Parks and Recreation Department oversees over 3,000 acres of park land and maintains 78 parks, green space locations, and recreation facilities. A wide array of sports, recreation activities, lessons and special events are available for citizens of all ages. Open space, parks, and trails provide opportunities to enjoy the natural beauty of Columbia. The Department recently completed their 10 year planning document, 2013 Parks, Recreation and Open Space Master Plan. The primary purpose of the 2013 P&R Master Plan is to:

- guide both long-range and short-range park planning

- provide equitable parks, trails and recreational facilities for all citizens
- identify areas underserved by parks and trails
- prioritize park, trail and recreational facility acquisition and development
- schedule capital improvement projects based on priority and available funding
- guide acquisition of parks and trails in new development areas in order to meet growth needs
- guide opportunity acquisitions and land donations
- achieve level of service standards and community vision goals

It is anticipated that the consultant will review this document and assist the City in prioritizing facility improvements to generate sports tourism.

2.2 PROJECT SCOPE

Columbia Missouri is located in the middle of the state. It houses the University of Missouri, Columbia College and Stephen's college. Columbia is also the home office of Shelter Insurance, Veterans United and State Farm Insurance. There are 3 major hospitals as well as many other medical care facilities.

Due to its location and unique assets Columbia hosts a wide variety of sporting events, including collegiate, adult competitive & non-competitive and youth. These sporting events are vital to the economy as many include overnight stays in hotels, patronage at local restaurants and retail & convenience store purchases.

Parks and Recreation & the Convention and Visitors Bureau have worked together in the past to bring tournaments to Columbia. The initiation of this study is the result of recommendations made through the City of Columbia's Strategic Plan. The recommendation was to build on existing strengths in order to make Columbia a primary destination for youth and adult sports. The next step in securing and financing more tournaments and identifying field needs in the community is the feasibility of creating a Sports Advisory Board.

The goals of the Sports Advisory Board include:

- Retain and strengthen existing sporting events
- Attract and develop new sporting events
- Develop necessary economic resources, identifying revenue streams for long range funding of events/facilities
- Foster better relationships with sports-related entities
- Stimulate economic activity and enhance quality of life in area

Project Goal

The goal of this Community Assessment and Market Potential Study is to provide community stakeholders and decision makers with a realistic road map to becoming a nationally and regionally recognized destination for adult and youth sports, strengthening the sports tourism market, and the establishment of a Sports Advisory Board.

Products.

The final product of this effort will include an analysis of the following:

1. Inventory of sports organizations in community
2. Inventory of available sports facilities. (What do we have to sell to sports organizations?)
3. How should Sports Advisory Board be organized?
4. What kind of governing board should be put in place?
5. Where does funding come from?

Public Process.

The process of amending the code should be transparent to the public. Consultants are expected to include a public communications and public involvement strategy in their proposals that indicates the media by which the team will communicate the progress of the project, the methods by which the public will participate, and how the team will use the input received in the process. Outreach should include special efforts to involve disadvantaged persons.

2.3 PROJECT GOALS AND GUIDING PRINCIPLES

Community Facility and Existing Market Assessment

- Compile an inventory of existing public, non-profit and private sports facilities including site and facility layout, capacity, user and spectator counts, amenities, regular use and events.
- Conduct a comparative analysis of our sports tourism market verses a competitive set of other cities to help determine our current market position.
- Conduct an evaluation of existing community needs and gaps through interviews and surveys of existing public, non-profit and private sports organizations, groups and institutions.
- Analyze the strengths and weaknesses of our city's current efforts to approach and structure marketing and branding of our city for youth sports.
- Evaluate major youth sports events hosted in the community over the last 10 years to determine best practices and lessons learned.
- Develop a sport tourism opportunity profile and market assessment that utilizes and builds on existing sports facilities to attract new youth sporting events.

Market Potential Study

- Evaluation of regional and national youth/prep sports market trends and potential opportunities for existing facilities.
- Evaluation of untapped markets that will work to drive private investment into study results and recommendations.
- Specific evaluation of market and potential economic impact of all youth/prep sports concentrations including special needs populations/adaptive sports.
- Recommendations on future needs including potential expansion of existing facilities and new facility development. New facility recommendations should include recommendations on site and facility layout, capacity, user and spectator counts, amenities, regular use, specific events and competitions, and economic impact.
- Recommendations on ways to expand and improve existing marketing and branding efforts including partnerships between communities and entities, opportunities to connect and coordinate existing facilities and programs and funding opportunities.

Public Engagement

- Design and implement a public engagement process that will ensure the maximum opportunity for stakeholder and public engagement and participation.
- Conduct stakeholder and organization interviews and focus groups.
- No fewer than 3 meetings should be held with the advisory committee including a project kick-off meeting, a progress update meeting and presentation of draft findings and recommendations.
- A minimum of one public presentation of final recommendations.

Implementation and Recommendations

- Recommendations on next steps in order to implement study outcomes including but not limited to the following:
 - Recommendation for creating Advisory Board to include type of governing board, size of board, and how board should be organized.
 - Specific site and facility studies, or other additional studies recommended;
 - Funding opportunities and alternatives.

3 TECHNICAL PROPOSAL

The technical proposal is a clear, concise description of how the Proposer intends to provide the services set forth in the Scope of Services. To receive high marks, the technical proposal should outline how the Proposer plans to address each key issue noted in the Scope of Services.

3.1 VENDOR INFORMATION

Provide a brief synopsis of the firm, including when and where incorporated, major business activities, and a listing of officers of the company. State whether the firm is local, regional, or national and how long the firm has been in existence under current ownership/management.

Provide information about your firm to include:

- (a) Name, address, phone and fax number(s) and email address of firm
- (b) Name and title of primary contact person
- (c) Date firm established
- (d) Proposed service team including titles and responsibilities
- (e) Resume on each team member

3.2 EXPERIENCE

The offeror shall demonstrate past performance related to the scope of work. The offeror shall provide three (3) contract references both for itself and for any major subcontractor to enable the City to assess the quality of the offeror's major subcontractors past performance. The referenced contracts shall be similar in scope, magnitude and complexity to that contemplated in this RFP. The following information shall be included for each contract:

- (a) Name and address of contracting activity, state or local government agency or commercial customer
- (b) Contract type
- (c) Contract value
- (d) Brief description of services required under the contract, including performance location(s) and performance period
- (e) Name, telephone number, and e-mail address of individual able to provide information about offeror's past performance

3.3 PROJECT DETAIL

Provide a detailed description of the proposed solution. At a minimum the description should include or provide;

- (a) Narrative of Scope of Work and services proposed
- (b) Present the management approach to be followed and the management techniques required for implementation and control of the work. At minimum address and include a service start-up plan and schedule.
- (c) Describe any activities require from the City of Columbia employees.
- (d) Describe you firm's approach to documenting errors in current billings, and cost saving associated with this project. Provide examples of your project documentation and deliverables.
- (e) Surveying and data analysis methodology with examples of surveys and reports.
- (f) Describe any other benefits the City will realize through a contract with your firm.

3.4 PRICING TO BE QUOTED

Cost/Price should be broken out and clearly separated from the rest of the proposal.

The City will evaluate cost/price for reasonableness, completeness, and realism as appropriate. Proposers are asked to submit detailed budgets by task and in summary format. The task budget for each task should present a breakdown of number of hours and fully loaded hourly rates by firm, position and name.

The costs/prices included in the proposal should include all items of labor materials, and other costs necessary to perform the contract. Any items omitted from this RFP which are clearly necessary for the completion of the work being proposed should be considered part of the work though not directly specified or called for in this RFP.

The City anticipates awarding a fixed price contract.

4 SUBMISSION OF PROPOSAL

4.1 TRANSMITTAL LETTER

All Respondents must submit a transmittal letter prepared on the vendor's letterhead. An individual who is authorized to bind this firm to all statements, services, and prices contained in the proposal for both the primary and sub firms must sign the letter. In addition, a letter from any sub-vendor to be used in the service should be included. This letter must be signed by an individual who is authorized to bind the firm and should give a brief description of the work they are to perform.

4.2 FORMAT OF PROPOSAL

Proposals are to be kept within 50 pages with a minimum font size of 11.

5 EVALUATION AND AWARD

5.1 EVALUATION

Evaluation will be based on all elements of response to proposal criteria.

Proposal Evaluation

It is the purpose of this request for proposal to obtain data as complete as possible from each respondent that will enable the City of Columbia to determine which prospective firm is best able to serve all the criteria which are to be considered in the award of this contract. Evaluation of the respondents qualifying as finalists will be based on the following criteria:

- 35 points Proposal merit and ability to meet the needs of the City's Request
- 35 points Financial – Competitive pricing
- 20 points Experience/References
- 10 points Quality of the proposal

Failure of the Respondent to provide in his/her proposal any information requested in this RFP may result in disqualification of the proposal and shall be the responsibility of the proposing individual or firm.

During the evaluation process, discussions may be conducted with Respondents who submit proposals determined to be reasonably susceptible of being selected for award. It will be the recommendation of the evaluation committee if discussions for clarification are needed.

The objective of the evaluation committee will be to recommend the Respondents whose proposal is most responsive to the City of Columbia's needs while within the available resources. The specifications within this RFP represent the minimum performance necessary for response.

5.2 SELECTION AND AWARD

The City of Columbia reserves the right to reject any or all proposals, to negotiate with any respondent considered qualified, or to make an award without further discussion.

EXHIBIT B

(INCLUDED BY REFERENCE)



February 13, 2014

Mr. Will Hobart
City of Columbia
Financing/Purchasing Division
701 E. Broadway, 5th Floor
Columbia, Missouri 65201

Dear Mr. Hobart:

Victus Advisors LLC ("Victus Advisors") is pleased to update our proposal to the City of Columbia ("Columbia" or "the City") to assist with a sports community assessment, market potential study and development of a Sports Advisory Board. This letter details our updated scope of services, fee and billing arrangements, and project timeline.

* * *

SCOPE OF SERVICES

Our proposed scope of services has been developed specifically to assess the sports community in Columbia and identify opportunities to increase the market for a wide variety of sporting events, potentially including collegiate, adult competitive, adult non-competitive, youth and disability/adaptive sports. We understand that the primary goals of this work plan are to:

- Develop a realistic road map for the Columbia community to become a primary destination for youth and adult sports.
- Deliver recommendations to help strengthen Columbia as a sports tourism market.
- Assess the feasibility of creating a Sports Advisory Board.

Our consulting team of Brian Connolly, Jeff Goldscher and Mike Tatoian will employ a mixture of public engagement and feedback, primary and secondary research methods, and other analytical tools, in order to produce a comprehensive Community Assessment and Market Potential Study that will deliver actionable recommendations to the City to help them attract a wide variety of new sporting events.

Our methodology and work approach will be divided into five key project phases:

- 1. PROJECT KICK-OFF & PLANNING - March 2014**
- 2. COMMUNITY FACILITY & EXISTING MARKET ASSESSMENT**
- 3. INTERIM REPORT - May 2014**
- 4. MARKET POTENTIAL STUDY**
- 5. FINAL REPORT & RECOMMENDATIONS - June 2014**

We understand that *Public Engagement* with a wide variety of local individuals from all economic backgrounds, cultural groups and levels of ability/disability is a key component to this study. As such, please note that we have incorporated various *Public Engagement* strategies throughout these five phases (and particularly in Phase 2) as a key component of our study process. The remainder of this section provides a detailed description of how each proposed project phase will accomplish the City's specific study goals.

1. PROJECT KICK-OFF & PLANNING

As an initial phase of this study, members of our consulting team will travel to Columbia to engage project leaders and key community stakeholders in initial planning meetings. The goals of this trip will be to:

- Engage key project stakeholders and gather information and opinions regarding the historical background of this project and key drivers behind this initiative.
- Establish a working group with specific responsibilities and lines of communication.
- Confirm the proposed study process and goals.
- Agree upon the final project timeline and deliverable formats.
- Finalize plans for public meetings and community engagement.
- Collect for review any project background information, previous studies/reports, or historical operating information that may be relevant to the project.
- Meet face-to-face with the City's marketing/branding agency, if possible. Otherwise, we will look to set up a meeting with them when we return to Columbia for the public engagement process.

2. COMMUNITY FACILITY & EXISTING MARKET ASSESSMENT

The goal of this phase of the study will be to develop a comprehensive profile of the strengths and weaknesses of the Columbia sports market. This assessment will include demographic/socioeconomic characteristics, local venues, results of previous events and marketing efforts, perceived market needs according to community members, and identification of best practices from other communities. Project tasks in this section will include:

a. Local Market Analysis:

Our assessment of the Columbia market will be based upon customized research and analysis of the local market, rather than relying only upon industry averages and national trends. Specific tasks conducted during the market assessment phase will include:

- *Demographic/Socioeconomic Analysis* - We will compile demographic and socioeconomic statistics regarding the Columbia Metropolitan Statistical Area (MSA). These statistics will serve to quantify the potential baseline support for sports events that may be available within the local marketplace. Past, present and future trends regarding population and economic health will be identified, potentially including population growth, population density, population age, household income levels, cost of living, corporate base, and other such demographic/socioeconomic indicators, as appropriate.
- *Facility Inventory* - In this task, we will research the physical and operational characteristics of existing event venues in the Columbia market that compete regionally/nationally within the collegiate and youth/adult amateur sports markets. We will obtain information such as construction cost and funding methods, ownership/management structure, venue footprint and seating capacity, event activity and attendance levels, and other such operational information, as available.
- *Major Event Interviews & Profiles* - We will gather a list of the major amateur sporting events that have been hosted in the Columbia market within the past five to 10 years. Interviews will be conducted with the hosts and organizers of these events in order to assess the successes/failures associated with each event, and identify potential opportunities for improvement. In addition, we will also contact organizations and events who may not have visited Columbia in the past, in order to make them aware of the current efforts in Columbia and gauge interest in potentially visiting Columbia in the future.

b. Comparative Market Analysis:

In this task, we will begin the process of benchmarking Columbia against similar communities that have been successful in their efforts to attract sporting events. In task 2-D below, we will continue this effort to identify best practices and provide a benchmark for Columbia by analyzing marketing and branding efforts in comparative markets.

We will compare Columbia's demographic/socioeconomic characteristics, community venues, and major event history with up to five (5) other cities that are regional competitors with Columbia for sporting events. This comparative analysis will help identify any gaps or opportunities that may be available for Columbia within the sports tourism marketplace. It will also identify best practices specific to sports venues and events in comparative markets to Columbia. The results of this comparative analysis will help serve as the basis for the Market Potential Study.

c. Community Interviews & Surveys:

In this important *Public Engagement* phase, we will engage the Columbia community to gather local opinions regarding community needs. This public engagement process will take part in two overlapping phases:

- *In-Person Interviews & Focus Groups* - Over the course of two (2) days in Columbia, our team will schedule in-person interviews (one day) and focus groups (one day) in Columbia with project stakeholders, community leaders and sports community representatives. The goal of these interviews will be to allow the Columbia community to outline their vision and opinions regarding the City's sports/tourism market, and to ensure that the needs of community stakeholders are incorporated into our final recommendations. We will work with the City's project representatives to divide interview targets into one-on-one meetings and focus groups (10-12 attendees per focus group).
- *E-mail Surveys* - In addition to interviews and focus groups with key community leaders, we will also design an on-line survey instrument that will be distributed via e-mail to members, coaches and parents of various local sports community and membership organizations. Unlike the in-person interviews/groups, this survey will be designed to gather the opinions of a wider reach of Columbia citizens.

The organizations and membership groups targeted for public engagement in Columbia may include, but may not be limited to:

- Columbia Parks & Recreation
- Columbia Convention & Visitors Bureau (CVB)
- University of Missouri
- Columbia College
- Stephens College
- Columbia Regional Economic Development, Inc. (REDI)
- Columbia Missouri Chamber of Commerce

- Various youth sports leagues & organizations
- Various adult sports leagues & organizations
- Representatives of sports organizations for disadvantaged youth
- Representatives of sports organizations for athletes with disabilities
- Operators of Columbus-area sports facilities
- Area high school athletic directors
- Other such organizations, as appropriate

We will work closely with the City's project representatives to develop a comprehensive list of appropriate interview, focus group and survey targets.

d. Marketing/Branding & Sports Advisory Board Analysis:

In this task, our team will utilize their expertise in sports marketing and branding to evaluate the strengths & weaknesses of the City of Columbia's current sports marketing and branding efforts by benchmarking them against the defined comparable markets and national best practices. In order to achieve the stated objective of making Columbia a premier destination for sports tourism, we will conduct a thorough review and analysis of the existing marketing communications as it relates to Columbia travel, tourism and sporting events.

In addition, as part of this marketing/branding analysis, we will examine the operations of sports commissions in comparative markets. In particular, we will examine how these commissions/boards specifically help strengthen existing sporting events, attract or develop new sporting events, assist with funding for events/facilities, etc. The end result of this research will be identification of sports commission/board "best practices" for fostering relationships within the local sports community, stimulating economic activity and enhancing the quality of life.

This analysis will compliment the creative branding work recently conducted by the City of Columbia and the focus will primarily relate to the City's ability to use their existing marketing/branding identity to attract sporting events.

Our team will meet with the City of Columbia's advertising agency to review a broad range of existing creative materials such as print ads, broadcast creative, sales and tourism collateral, outdoor billboards, social media and online marketing tactics. As part of our public engagement, our team will also solicit the opinions of key stakeholders in the community on which sports marketing tactics they have judged to be most effective in the past, and evaluate the processes used to create sports marketing campaigns among separate groups with the City's departments, various facilities and the sports community.

The key deliverables for this marketing and branding analysis task will include:

- Creative messaging review of both Columbia and comparable/competitive cities
- Best practices review for sports commissions/boards in other markets
- Conclusions on various opportunities to explore as part of our Market Potential Study recommendations

3. INTERIM REPORT

At this point, our team will prepare an Interim Report for presentation in Columbia to the City's project representatives. This presentation will summarize the results of the research and analysis conducted in the first two phases of the study, and it will allow for the City's project representatives to provide feedback and input prior to moving forward with the Market Potential Study. Interim deliverables will include, but may not be limited to:

- Local Market & Comparative Analysis
- Sports Facility Inventory
- Event Interview Summaries
- Local Interview & Focus Group Summaries
- Survey Results
- Marketing/Branding Review
- Sports Advisory Board Best Practices

The extensive research presented in this Interim Report will serve as the basis for developing our final recommendations during the Market Potential Study phase.

4. MARKET POTENTIAL STUDY

The goal of this phase of the study will be to develop a specific set of recommendations and opportunities for Columbia to attract new sporting events and sports tourism. These recommendations will a) utilize or improve upon existing sport facilities, b) consider the addition of new sports facilities, and c) weigh the potential addition of a new Sports Advisory Board. Tasks completed in this phase will include:

Based on the results of the market research, interviews, and comparative analysis conducted in Phase 2 of this study, we will evaluate sports market trends and identify potential opportunities and untapped markets for Columbia. Not only will we identify which types of events represent the strongest potential sources of facility utilization, we will also identify opportunities for Columbia if the City were to upgrade their facilities, improve their marketing/branding initiatives, or increase the value of public-private partnerships and funding sources via a Sports Advisory Board. These recommendations and analyses are detailed in the following tasks:

a. Facility Recommendations:

Once we have identified a comprehensive list of events and event types that could be attracted to Columbia, we will make recommendations regarding potential improvements that could be made to existing facilities, and/or the addition of new facilities. Facility recommendations may address, but may not be limited to:

- New or renovated venues
- Venue size and configuration
- Venue use and purpose
- Flat floor space
- Seating capacities
- Concert capabilities
- Indoor track and field capabilities
- Olympic swimming pools
- Adaptive and/or disability sports
- Demand for VIP areas and/or premium seating amenities (if any)
- Support/operations spaces
- Ancillary program space
- Other such improvements and upgrades to make Columbia venues more attractive to regional/national sporting events

b. Economic & Fiscal Impact Analysis:

It is likely that facility renovations/improvements and increased sports tourism would have significant economic and fiscal impacts on the City of Columbia and Boone County. In this task, we will utilize our extensive experience conducting economic and fiscal impact studies for public sports, entertainment and assembly venues to prepare estimates of the potential economic and fiscal impacts that could be generated for the community by facility renovation/construction and incremental sports tourism. These estimates will be based upon the direct spending characteristics of similar events/venues across the country, and will provide a range of the potential impacts that could be generated by the sports market/facility opportunities identified for Columbia.

Victus Advisors is experienced using the IMPLAN system to estimate the overall economic impacts of venues and events. The IMPLAN economic impact model allows for measurement of not just the effects of direct spending within a community, but also the indirect and induced expenditures that occur as dollars are re-spent throughout the local economy. We will apply Columbia-specific multipliers to estimates of total direct, indirect and induced spending that could be associated with various new events and venue improvements, and produce

detailed estimates of total economic output, job creation and personal earnings, as well as various sales tax sources. This analysis of economic output will enable the City to understand the full potential impact of the sports market opportunity that lies before them.

c. Sports Advisory Board Recommendations:

In this task, our consulting team will make specific recommendations regarding the establishment of a Sports Advisory Board in Columbia. Our recommendations will include, but may not be limited to

- Governing board recommendations, including type, size and organization
- Potential funding sources for a Sports Advisory Board
- Budgeting, staffing and operational concerns
- Key roles to be played in the local community by Sports Advisory Board
- Key roles to be played regionally/nationally by Sports Advisory Board
- Other such specific recommendations that will be crucial to the establishment of a successful Sports Advisory Board in Columbia

d. Marketing & Branding Recommendations:

Based on the market intelligence gathered during the Marketing & Branding Analysis conducted in Phase 2, existing materials and information provided by the City's marketing/branding agency, and the findings of the Market Opportunity Analysis described above, we will create a series of Sports Marketing & Branding recommendations for the City of Columbia and/or a new Sports Advisory Board. These recommendations may involve the following components, along with others that may be added based on needs identified during the analysis phase:

- *Sports Brand Positioning* - A platform based on the City's existing brand positioning from which Columbia will establish itself as a first-choice destination for sports events/tourism and differentiate itself from its competitors.
- *Brand Values* - An identification of the key values that Columbia stands for when it comes to sports tourism.
- *Communications Outline* - An overarching strategy designed to allow any City department, Sports Advisory Board, sports entity or facility to develop their own marketing plans while staying consistent with the Brand Positioning and Brand Values as recommended.

- *Messaging Hierarchy* - A determination of how messaging should be consistently structured to reinforce the brand positioning regardless of media or marketing entity.
- *Media Strategies* - A selection of media that should be considered when promoting Columbia as a sports destination to the desired target audiences.
- *Co-Marketing Opportunities* - A review of existing marketing tactics that can be combined to enhance Columbia's overall messaging.

Our team will also provide recommendations on modifications the City and/or a new Sports Advisory Board may want make to existing creative and marketing campaigns designed to attract sports tourism.

5. FINAL REPORT & IMPLEMENTATION RECOMMENDATIONS

In the last phase of the project, our team will develop and present a Final Report that summarizes the outcome of our Market Potential Study and presents our Final Recommendations. We will also recommend potential next steps for the City, should they choose to proceed towards implementation of our recommendations. This final report will include:

- Recommendations regarding facility upgrades or new facilities.
- Economic/fiscal impact analysis of facility construction and incremental event activity.
- Recommendations regarding establishment of a Sports Advisory Board.
- Recommendations regarding marketing communications and brand strategy.
- Suggestions for any next steps that may be necessary for implementation.
- Other such recommendations that could help serve as a potential road map to make Columbia a premier sports destination.

We will visit Columbia to present our Final Recommendations at the venue of the City's choosing.

* * *

PROJECT FEES & BILLING

Our team proposes to complete our scope of work for a **\$95,000 fixed fee**. This fixed fee includes both our professional fees and associated expenses (such as travel, data costs, administrative costs, etc.) for the scope of services and project schedule presented in this proposal.

Please note that we have budgeted four (4) visits to Columbia by members of our consulting team, as shown in our proposed project schedule below. If the City should request a fifth (5th) trip to Columbia, we would bill the additional consultant hours and travel expenses for reimbursement at cost.

Our typical approach is to bill project fees in three (3) installments. In this case, we would bill an initial retainer of \$35,000 at Project Kickoff, a second installment of \$30,000 at the Interim Report, and a final installment of \$30,000 at Final Report.

PROJECT SCHEDULE

It is estimated that this study would take approximately 12 to 14 weeks to complete. If the project kickoff meeting occurs the first week of March, as shown below, it is estimated that an Interim Report would be delivered in early May, and a Final Report could be delivered in June.

| Project Phase: | Week of: | March | | | | | April | | | | May | | | | Ju. |
|--|----------|-------|----|----|----|----|-------|----|----|----|-----|----|----|----|-----|
| | | 3 | 10 | 17 | 24 | 31 | 7 | 14 | 21 | 28 | 5 | 12 | 19 | 26 | 2 |
| I. Kick-off Meetings | | X | | | | | | | | | | | | | |
| II. Facility/Market Assessment: | | | | | | | | | | | | | | | |
| Local Market Analysis | | | X | X | | | | | | | | | | | |
| Comparative Market Analysis | | | | | X | X | | | | | | | | | |
| Community Interviews & Surveys | | | X | X | X | X | X | X | | | | | | | |
| Marketing/Branding Analysis | | | | | X | X | X | X | | | | | | | |
| Sports Advisory Board Analysis | | | | | X | X | X | X | | | | | | | |
| III. Interim Report - Prep. & Delivery | | | | | | | | | X | X | | | | | |
| IV. Market Potential Study: | | | | | | | | | | | | | | | |
| Facility Recommendations | | | | | | | | | | X | X | | | | |
| Economic/Fiscal Impacts | | | | | | | | | | | | X | X | | |
| Sports Advisory Board Recs. | | | | | | | | | | X | X | X | X | | |
| Marketing/Branding Recs. | | | | | | | | | | X | X | X | X | | |
| V. Final Report - Prep. & Delivery | | | | | | | | | | | | | X | X | X |

Note: Boxes highlighted in GREEN indicate consultant visits to Columbia.

Our timetable assumes that clear lines of communication and responsibility will be established between our consulting team and the City's project representatives, and that prompt responses will be provided to all phone calls, e-mails, information requests, meeting requests and scheduling requests.

* * *

We sincerely appreciate the opportunity to submit this proposal to the City of Columbia, and we would be grateful for the opportunity to serve you and the Columbia community on this important project.

Should you have any comments or questions regarding this proposal, please contact Brian Connolly of Victus Advisors at (214) 422-6248 or bconnolly@victusadvisors.com.

Sincerely,



Brian Connolly
Managing Member
Victus Advisors LLC

ACCEPTED & AGREED TO ON n/a - see service BY:
DATE agreement
for signature

n/a
SIGNATURE

n/a
PRINTED NAME

n/a
TITLE

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/4/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|--|--|--|
| PRODUCER Boyd, Shackelford, & Barnett, LLC 5800 Granite Parkway Suite 350 Plano TX 75024 | CONTACT NAME: Kyle Dixon | FAX (A/C, No): (214) 988-5196 |
| | PHONE (A/C, No, Ext): (972) 767-2811 | E-MAIL ADDRESS: kyle@bsbins.com |
| INSURED Victus Advisors, LLC 1473 Willow Loop Park City UT 84098 | INSURER(S) AFFORDING COVERAGE | |
| | INSURER A: Sentinel Insurance Company | |
| | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| INSURER F: | | |

COVERAGES**CERTIFICATE NUMBER:** Cert ID 6981**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | | | | | | | | | | | | | | |
|---|---|--|---------------|-------------------------|-------------------------|--|-------------------------------------|--------------|---|--------------|------------------------------|-----------|--------------------------------|--------------|-------------------|--------------|------------------------|--------------|--|----|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | 46SBAUJ2608 | 3/4/2014 | 3/4/2015 | <table border="1"><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 1,000,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 10,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table> | EACH OCCURRENCE | \$ 1,000,000 | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 1,000,000 | MED EXP (Any one person) | \$ 10,000 | PERSONAL & ADV INJURY | \$ 1,000,000 | GENERAL AGGREGATE | \$ 2,000,000 | PRODUCTS - COMP/OP AGG | \$ 2,000,000 | | \$ |
| EACH OCCURRENCE | \$ 1,000,000 | | | | | | | | | | | | | | | | | | | |
| DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 1,000,000 | | | | | | | | | | | | | | | | | | | |
| MED EXP (Any one person) | \$ 10,000 | | | | | | | | | | | | | | | | | | | |
| PERSONAL & ADV INJURY | \$ 1,000,000 | | | | | | | | | | | | | | | | | | | |
| GENERAL AGGREGATE | \$ 2,000,000 | | | | | | | | | | | | | | | | | | | |
| PRODUCTS - COMP/OP AGG | \$ 2,000,000 | | | | | | | | | | | | | | | | | | | |
| | \$ | | | | | | | | | | | | | | | | | | | |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | <table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table> | COMBINED SINGLE LIMIT (Ea accident) | \$ | BODILY INJURY (Per person) | \$ | BODILY INJURY (Per accident) | \$ | PROPERTY DAMAGE (Per accident) | \$ | | \$ | | | | |
| COMBINED SINGLE LIMIT (Ea accident) | \$ | | | | | | | | | | | | | | | | | | | |
| BODILY INJURY (Per person) | \$ | | | | | | | | | | | | | | | | | | | |
| BODILY INJURY (Per accident) | \$ | | | | | | | | | | | | | | | | | | | |
| PROPERTY DAMAGE (Per accident) | \$ | | | | | | | | | | | | | | | | | | | |
| | \$ | | | | | | | | | | | | | | | | | | | |
| | UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | | | <table border="1"><tr><td>EACH OCCURRENCE</td><td>\$</td></tr><tr><td>AGGREGATE</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table> | EACH OCCURRENCE | \$ | AGGREGATE | \$ | | \$ | | | | | | | | |
| EACH OCCURRENCE | \$ | | | | | | | | | | | | | | | | | | | |
| AGGREGATE | \$ | | | | | | | | | | | | | | | | | | | |
| | \$ | | | | | | | | | | | | | | | | | | | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | N/A | | | <table border="1"><tr><td>PER STATUTE</td><td>OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td></tr></table> | PER STATUTE | OTH-ER | E.L. EACH ACCIDENT | \$ | E.L. DISEASE - EA EMPLOYEE | \$ | E.L. DISEASE - POLICY LIMIT | \$ | | | | | | |
| PER STATUTE | OTH-ER | | | | | | | | | | | | | | | | | | | |
| E.L. EACH ACCIDENT | \$ | | | | | | | | | | | | | | | | | | | |
| E.L. DISEASE - EA EMPLOYEE | \$ | | | | | | | | | | | | | | | | | | | |
| E.L. DISEASE - POLICY LIMIT | \$ | | | | | | | | | | | | | | | | | | | |
| | | | | | | <table border="1"><tr><td></td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table> | | \$ | | \$ | | | | | | | | | | |
| | \$ | | | | | | | | | | | | | | | | | | | |
| | \$ | | | | | | | | | | | | | | | | | | | |

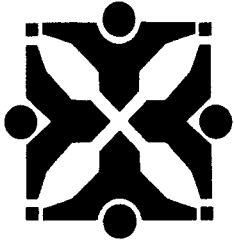
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability policy includes an automatic blanket additional insured endorsement that provides additional insured status only when there is a written contract between the named insured and the certificate holder who requires such status.

CERTIFICATE HOLDER**CANCELLATION**

| | |
|---|---|
| City of Columbia, Missouri 701 E Broadway Columbia MO 65205 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|---|---|

© 1988-2013 ACORD CORPORATION. All rights reserved.



Source: Convention and Visitors Bureau

Agenda Item No:

To: City Council

From: City Manager and Staff

Council Meeting Date: Mar 17, 2014

Re: Ordinance Authorizing an Agreement for a Sports Feasibility Study and Appropriating Funds

EXECUTIVE SUMMARY:

The Convention and Visitors Bureau, in partnership with the Parks and Recreation Department, distributed a Request for Proposal (RFP) seeking a qualified professional planning consultant to assist the city with a sports community assessment, a market potential study and potential of a Sports Advisory Board.

DISCUSSION:

Columbia is centrally located in the heart of mid-Missouri. Due to its location and unique assets, Columbia hosts a wide variety of sporting events. These events generate economic impact through overnight stays in hotels, patronage at local restaurants and retail & convenience store purchases.

In accordance with the city's Strategic Plan, the Convention & Visitors Bureau and Parks & Recreation Departments have initiated a recommendation to study Columbia's existing sports tourism market. This feasibility study will inventory & analyze current sports organizations in the community; inventory current available sports facilities and what is available to sell to sports event organizers; it will compare Columbia to similar cities and make a recommendation as to whether or not a Sports Advisory Board should be organized and if so, how this should be done. The study will also provide community stakeholders and decision makers with a realistic road map for Columbia to become a regionally, as well as nationally recognized destination for adult and youth sports.

In November 2013, a nationwide RFP was issued to find qualified companies to conduct a Sports Community Assessment. Two companies responded to the RFP and both were interviewed and evaluated.

City staff is recommending that Victus/Aquarius conduct the sports feasibility study. Staff recommendation is based on the company's vast knowledge, experience, references and the thorough manner in which they conduct these studies. In addition, Victus/Aquarius comes highly recommended by Al Moll, Director of the Fort Wayne, Indiana Parks & Recreation Department where a similar study was recently done.

FISCAL IMPACT:

\$95,000 - appropriation from the Convention & Visitors Bureau's Unreserved Fund Balance.

VISION IMPACT:

<http://www.gocolumbiamo.com/Council/Meetings/visionimpact.php>

SUGGESTED COUNCIL ACTIONS:

Council Motion to Approve the Legislation

| FISCAL and VISION NOTES: | | | | | |
|--|-------------|---|----|---|----|
| City Fiscal Impact Enter all that apply | | Program Impact | | Mandates | |
| City's current net FY cost | \$95,000.00 | New Program/ Agency? | No | Federal or State mandated? | No |
| Amount of funds already appropriated | \$0.00 | Duplicates/Epands an existing program? | No | Vision Implementation impact | |
| Amount of budget amendment needed | \$95,000.00 | Fiscal Impact on any local political subdivision? | No | Enter all that apply: Refer to Web site | |
| Estimated 2 year net costs: | | Resources Required | | Vision Impact? | No |
| One Time | \$0.00 | Requires add'l FTE Personnel? | No | Primary Vision, Strategy and/or Goal Item # | |
| Operating/ Ongoing | \$0.00 | Requires add'l facilities? | No | Secondary Vision, Strategy and/or Goal Item # | |
| | | Requires add'l capital equipment? | No | Fiscal year implementation Task # | |