

**ADAMS COUNTY PURCHASE OF SERVICE AGREEMENT
FOR AN ART AND CULTURE MASTER PLAN (2016.012)**

THIS AGREEMENT ("Agreement") is made this 3rd day of November 2016, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and 23.4 Degrees, located at 10 Brushwood Court, Dillon, Colorado 80435, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

The County and the Contractor, for the consideration herein set forth, agree as follows:

1. SERVICES OF THE CONTRACTOR:

- 1.1. All work shall be in accordance with the attached RFP 2016.012 Art and Culture Master Plan and the Contractor's response to the RFP 2016.012 attached hereto as Exhibit A, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.
- 1.2. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of the Contractor) to be performed by the Contractor. If the County requests such additional services, the Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, the Contractor shall bill for such services at the rates provided for in this Agreement.

2. RESPONSIBILITIES OF THE COUNTY: The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement.

3. TERM:

- 3.1. Term of Agreement: The Term of this Agreement shall be for one-year from the date of this Agreement.
- 3.2. Renewal Option: The County, at its sole option, may offer to renew this Agreement as necessary for up to two, one year renewals providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such renewals must be mutually agreed upon in writing by the County and the Contractor.

4. PAYMENT AND FEE SCHEDULE: The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sum of thirty-nine thousand, nine hundred seventy-five dollars (39,975).

- 4.1. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In

the event that funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.

5. **INDEPENDENT CONTRACTOR:** In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. **Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.**

6. **NONDISCRIMINATION:**

6.1. **The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause. Adams County is an equal opportunity employer.**

6.1.1. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

7. **INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.

8. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:

8.1. **Commercial General Liability Insurance:** to include products liability, completed operations, contractual, broad form property damage and personal injury.

8.1.1. Each Occurrence: \$1,000,000

8.1.2. General Aggregate: \$2,000,000

8.2. **Comprehensive Automobile Liability Insurance:** to include all motor vehicles owned, hired, leased, or borrowed.

- 8.2.1. Bodily Injury/Property Damage: \$1,000,000 (each accident)
- 8.2.2. Personal Injury Protection: Per Colorado Statutes

8.3. Workers' Compensation Insurance: Per Colorado Statutes

8.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services, as applicable.

8.4.1. Each Occurrence: \$1,000,000

8.4.2. This insurance requirement applies only to the Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.

8.5. Adams County as "Additional Insured": The Contractor's commercial general liability, and comprehensive automobile liability, insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured" and shall include the following provisions:

8.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.

8.5.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.

8.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

8.6. Licensed Insurers: All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

8.7. Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

8.8. Proof of Insurance: At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage or policies required under this Agreement.

9. WARRANTY:

9.1. The Contractor warrants and guarantees to the County that all work, equipment, and materials furnished under the Agreement are free from defects in workmanship and materials for a period of one year after final acceptance by the County. The Contractor further warrants and guarantees that the plans and specifications incorporated herein are

free of fault and defect sufficient for Contractor to warrant the finished product after completion date. Should the Contractor fail to proceed promptly in accordance with this guarantee, the County may have such work performed at the expense of the Contractor. This section does not relieve the Contractor from liability for defects that become known after one year.

10. TERMINATION:

- 10.1. For Cause: If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.
- 10.2. For Convenience: The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.

11. MUTUAL UNDERSTANDINGS:

- 11.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.
- 11.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, , the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, and that no violation of such provisions are present. The Contractor warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 11.3. OSHA: The Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
- 11.4. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said

records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized Federal, State, or County personnel.

- 11.5. Assignability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.
- 11.6. Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.
- 11.7. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.
- 11.8. Notice: Any notices given under this Agreement are deemed to have been received and to be effective: 1) Three (3) days after the same shall have been mailed by certified mail, return receipt requested; 2) Immediately upon hand delivery; or 3) Immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

Department: Adams County Office of Cultural Affairs

Contact: Gabe Rodriguez

Address: 4430 South Adams County Parkway

City, State, Zip: Brighton, Colorado 80601

Phone: 720-523-6846

E-mail: grodriguez@adcogov.org

Department: Adams County Purchasing

Contact: Anna Forristall

Address: 4430 South Adams County Parkway

City, State, Zip: Brighton, Colorado 80601

Phone: 720-523-6297

E-mail: aforristall@adcogov.org

Department: Adams County Attorney's Office

Address: 4430 South Adams County Parkway

City, State, Zip: Brighton, Colorado 80601

Phone: 720-523-6116

Contractor: 23.4 Degrees

Contact: Michael Hughes

Address: 10 Brushwood Court

City, State, Zip: Dillon, Colorado 80435

Phone: 303-941-8010

E-mail: mike@hughes-collaboration.com

- 11.9. Integration of Understanding: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.
- 11.10. Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
- 11.11. Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.
- 11.12. Confidentiality: All documentation related to this Agreement will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act, C.R.S. 24-72-201 *et seq.* ("CORA"). The County does not guarantee the confidentiality of any records.

12. CHANGE ORDERS OR EXTENSIONS:

- 12.1. Change Orders: The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Invitation to Bid, or, if no provision exists, pursuant to the terms of the Change Order.
- 12.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

13. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et seq.*, as amended May 13, 2008, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- 13.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 13.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 13.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 13.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to

perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.

- 13.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 13.6. If the Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 13.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 13.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

The remainder of this page is left blank intentionally.

IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto:

ADAMS COUNTY MANAGER

Todd Leopold
Todd Leopold

11/03/16
Date

23.4 DEGREES

[Signature]
Signature

11/1/16
Date

Benjamin Brown
Printed Name

C.O.O.
Title

Attest:
Stan Martin, Clerk and Recorder

[Signature]
Deputy Clerk

Approved as to Form:

[Signature]
Adams County Attorney's Office

NOTARIZATION OF CONTRACTOR'S SIGNATURE:

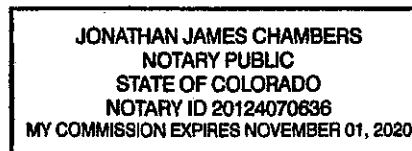
COUNTY OF Summit)

STATE OF Colorado)SS.

Signed and sworn to before me this 1st day of November, 2016,

by Benjamin Brown,

[Signature]
Notary Public



My commission expires on: 11-01-2020

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et.seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et. seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

23.4 Degrees LLC
Company Name

11/1/16
Date


Signature

Benjamin Brown
Name (Print or Type)

C.O.O.
Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering

**ADAMS COUNTY FORMAL REQUEST FOR PROPOSAL
2016.012**

**ADDENDUM #1
ART AND CULTURE MASTER PLAN**

**All documents and Addendum related to this RFP
will be posted on the Rocky Mountain Bid System at:
<http://www.rockymountainbidsystem.com/Bids/ViewOpenSolicitations.asp>**

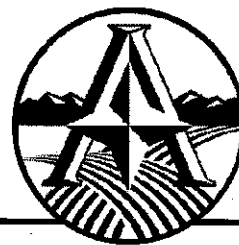
Proposal issue date: August 16, 2016

**Written questions regarding this RFP will be accepted through
August 29, 2016**

**An Addendum to answer all vendor submitted questions will be
issued no later than September 1, 2016**

**Proposal Opening Date: September 8, 2016
Time: 2:00 p.m.**

**Location: Adams County Government Center
4430 South Adams County Parkway
4th Floor, C4000A
Brighton, CO 80601**



ADAMS COUNTY
COLORADO

ADDENDUM #1

The purpose of this addendum is to answer vendor submitted questions for 2016.012 ART AND CULTURE MASTER PLAN RFP.

1) Advisory Commission Board — has this already been formed or is this part of the Master Planning process/scope?

A) There is not an Advisory Commission Board. This was a recommendation made by the Task Force. An Advisory Commission could be established as part of the Master Planning process.

2) Is the Master Plan Steering Committee formed yet? How will it relate to the Advisory Commission Board?

A) The Master Plan Steering Committee is made up of Adams County staff and citizens that will help in the process of developing the Master Plan itself. This will be formed when a consulting firm is selected.

The role of the Advisory Commission could be determined as part of the Master Planning process.

3) A 6-9 month process is noted, but no award date, or a desired start date. Are there projected award and start dates?

A) We estimate that the award date shall be 2-5 weeks after the RFP opening due date (to read all the proposals, meet with the Evaluation Team to score the proposals, and if necessary, interview firms). The project start date may be 2-3 weeks after award because of the requirement for approvals and signatures on the Master Plan agreement. The County does not have a firm “start” date for this project.

4) What level of community engagement is expected with respect to number of engagements and numbers of citizens involved?

A) We expect the community to be engaged as much as possible through a variety of methods. Such as community meetings, surveys, etc.

5) Will consultants have access to documentation developed by the Arts, Culture and Venue Task Force?

A) The full report has been included in the RFP:
Within the STATEMENT OF WORK, the full report is from the topic header “Art, Culture and Venue Task Force” to the last paragraph which is bulleted “Lack of Tier II SCFD venues”.

6) What is the meaning of “task order issued” under Scope of Work? Will every step in each phase require a task order to implement?

- A) A specific, discrete task order will not be required for every step in each phase. Task orders can be batched together within the detailed project plan. Once a project plan is developed and has the agreement of all parties, the specific steps or actions are effectively issued their task orders. The only other occasion where a task order may be necessary is if or when we must deviate from the project plan. Such instances may occur and a task order will help us document those cases.
- 7) The page total for the proposal is 20 pages. And an additional 20 pages for appendices?
- A) Proposal and Appendices included together should not be more than 20 pages.
- 8) Will the County provide "all existing policies"?
- A) Yes.
- 9) What organizations/agencies are represented on the Task Force?
- A) The Task Force was made up of citizens from Adams County itself. We had local artists, community leaders, and some representation from the local municipalities.
- 10) Given the not-to-exceed \$40K and proposed ambitious scope of work, is there a prioritization of elements, or the possibility to implement the project in stages?
- A) The selected consultant will be expected to provide all deliverables in accordance with the scope of work detailed in the RFP. The means and methods of accomplishing this should be specified within the consultant's proposal. Project price is one evaluation criterion out of six and consultants are encouraged to submit their best price to accomplish all tasks requested in the RFP.

The proposal opening due date and time shall remain September 8, 2016 at 2:00 p.m. MDT

Mail or Delivery Service Address:

Adams County Government Center
Attn: Anna Forristall, Contract Administrator
4430 South Adams County Parkway, Ste. C4000A
Brighton, CO 80601-8212

Hand Deliveries are to be made to the address above, and submitted to the Central Entrance Lobby Receptionist. The Receptionist will provide a time/date receipt.

Please incorporate this information into your RFP response.

End of Addendum #1

**ADAMS COUNTY FORMAL REQUEST FOR PROPOSAL
2016.012**

ART AND CULTURE MASTER PLAN

**All documents and Addendum related to this RFP
will be posted on the Rocky Mountain Bid System at:
<http://www.rockymountainbidsystem.com/Bids/ViewOpenSolicitations.asp>**

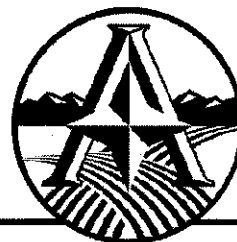
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4430 South Adams County Parkway
4th Floor, C4000A
Brighton, CO 80601**



ADAMS COUNTY
COLORADO

GENERAL INSTRUCTIONS

1. The Adams County Board of Commissioners by and through its Purchasing Division of the Finance Department is accepting proposals for an Art and Culture Master Plan for the Office of Cultural Affairs.
2. **All documents related to this RFP will be posted on the Rocky Mountain Bid System at:**
<http://www.rockymountainbidsystem.com/Bids/ViewOpenSolicitations.asp>
 - 2.1. Interested parties must register with this service to receive these documents.
 - 2.2. This service is offered free or with an annual fee for automatic notification services.
3. Written questions may be submitted through August 29, 2016. All questions are to be submitted to Anna Forristall, Contract Administrator by email at aforristall@adcogov.org.
4. An Addendum to answer all vendor submitted questions will be issued no later than September 1, 2016.
5. Proposals
 - 5.1. **Sealed proposals MUST be received by 2:00 p.m. (MT) on September 8, 2016** at the Adams County Government Center. Late proposals will not be accepted nor will additional time be granted to a specific contractor.
 - 5.2. Pricing MUST be sealed separately with proposal submission. Please provide two copies of submitted pricing in a sealed envelope clearly marked with the Company Name and RFP #. Do not submit any pricing/costs directly into the Proposal.

Mail or Delivery Service Address;
Adams County Government Center
Attn: Anna Forristall, Contract Administrator
4430 South Adams County Parkway, Ste. C4000A
Brighton, CO 80601-8212

Hand Deliveries are to be made to the address above, and submitted to the Central Entrance Lobby Receptionist. The Receptionist will provide a time/date receipt.
 - 5.3. The proposal opening/closing time shall be according to our clock.
 - 5.4. Proposals will be publicly opened and only the names of the companies submitting proposals will be read aloud.
 - 5.5. Proposals may be mailed or delivered in person and **must be** in a sealed envelope clearly labeled with Company Name, Proposal Number and Project Title.

- 5.6. No proposals will be accepted after the due date and time established above except by written addendum.
- 5.7. Six (6) hard copies: One (1) paper proposal marked Original, five (5) paper copies, and one (1) CD or Thumb Drive (PDF format) of the proposal are required. The PDF must be one single file. Brochures or other supportive documents may be included with the proposal narrative. If brochures or other supportive documents are included, then it is requested that one (1) set be submitted with the proposal. The proposal must not exceed 20 pages.
- 5.8. The two proposal signature pages "**CONTRACTOR'S CERTIFICATION OF COMPLIANCE**" pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08, and the "**PROPOSAL FORM**" acknowledging the receipt of addendum(s) must be signed. These are the **last two pages of the RFP**.
- 5.9. Proposals may not be withdrawn after date and hour set for closing. Failure to enter contract or honor the purchase order will be cause for removal of supplier's name from the Vendor's List for a period of twelve (12) months from the date of this opening.
- 5.10. In submitting the proposal, the vendor agrees that acceptance of any or all proposals by the Purchasing Manager within a reasonable time or period constitutes a contract. No delivery shall become due or be accepted unless a purchase order shall first have been issued by the Purchasing Division.
- 5.11. The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office or any other delivery system.
- 5.12. The County assumes no responsibility for a proposal being either opened early or improperly routed if the envelope is not clearly marked on the outside with the following:
- 2016.012 ART & CULTURE MASTER PLAN RFP**
- 5.13. In the event of a situation severe enough to cause the Adams County Board of Commissioners to close the County offices for any reason, the Purchasing Manager has the prerogative of rescheduling the proposal opening time and date. No proposal will be considered above all other proposals by having met the proposal opening time and date requirements to the exclusion of those who were unable to present their proposal due to a situation severe enough to cause the Board of Commissioners to close the County offices.
- 5.14. Proposal must be submitted in the format supplied and/or described by the County. Failure to submit in the format provided may be cause for rejection of the proposal. Proposals must be furnished exclusive of taxes.
- 5.15. No award will be made to any person, firm, or corporation, which is in arrears upon any obligation to the County.

- 5.16. If submitting a joint venture proposal or a proposal involving a partnership arrangement, articles of partnership stating each partner's responsibilities shall be furnished and submitted with the proposal.
 - 5.17. The County reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all proposals, including but not limited to:
 - 5.17.1. Any Proposal which does not meet bonding requirements, or,
 - 5.17.2. Proposals which do not furnish the quality, or,
 - 5.17.3. Offer the availability of materials, equipment or services as required by the specifications, description or scope of services, or,
 - 5.17.4. Proposals from offerors who lack experience or financial responsibility, or,
 - 5.17.5. Proposals which are not made to form.
 - 5.18. The Board of County Commissioners may rescind the award of any proposal within one week thereof or at its next regularly scheduled meeting; whichever is later, when the public interest will be served thereby.
 - 5.19. Issuance of this solicitation does not commit the County to award any Agreement or to procure or Agreement for any equipment, materials or services.
 - 5.20. If a formal Agreement is required, the Contractor agrees and understands that a Notice of Award does not constitute an Agreement or create a property interest of any nature until an Agreement is signed by the Awardee and the Board of County Commissioners and/or their authorized designee.
 - 5.21. Only sealed proposals received by the Purchasing Division of the Finance Department will be accepted; proposals submitted by telephone, email, or facsimile machines are not acceptable.
 - 5.22. All documentation submitted in response to this solicitation will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act. C.R.S. 24-72-201 *et. seq.* ("CORA"). Accordingly, respondents are discouraged from providing information that they consider confidential, privileged, and/or trade secrets as part of a response to this solicitation. Any portions of submissions that are reasonably considered confidential should be clearly marked. The County does not guarantee the confidentiality of any records.
6. Adams County is an equal opportunity employer.
 7. The County ensures that disadvantaged business enterprises will be afforded full opportunity to submit bids in response to all invitations and will not be discriminated against on the grounds of race, color, national origin, age, gender, or disability in consideration for an award.

8. **COOPERATIVE PURCHASING:** Adams County encourages cooperative purchasing in an effort to assist other agencies to reduce their cost of bidding and to make better use of taxpayer dollars through volume purchasing. Contractor(s) may, at their discretion, agree to extend the prices and/or terms of the resulting award to other state or local government agencies, school districts, or political subdivisions in the event they would have a need for the same product/service. Usage by any entity shall not have a negative impact on Adams County in the current term or in any future terms.

The Contractor(s) must deal directly with any governmental agency concerning the placement of purchase orders/agreements, freight/delivery charges, contractual disputes, invoices, and payments. Adams County shall not be liable for any costs or damages incurred by any other entity.

9. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:

9.1. Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.

- | | |
|--------------------------|-------------|
| 9.1.1. Each Occurrence | \$1,000,000 |
| 9.1.2. General Aggregate | \$2,000,000 |

9.2. Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.

- | | |
|--------------------------------------|-----------------------------|
| 9.2.1. Bodily Injury/Property Damage | \$1,000,000 (each accident) |
| 9.2.2. Personal Injury Protection | Per Colorado Statutes |

9.3. Workers' Compensation Insurance: Per Colorado Statutes

9.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.

- | | |
|--|-------------|
| 9.4.1. Each Occurrence | \$1,000,000 |
| 9.4.2. This insurance requirement applies only to Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals. | |

9.5. The Contractor's commercial general liability, and comprehensive automobile liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured," and shall include the following provisions:

- 9.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.
- 9.5.2. The insurance companies issuing the policy or policies shall have no response against the County for payment of any premiums due or for any assessments under any form of any policy.

- 9.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
- 9.6. All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.
- 9.7. Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.
- 9.8. At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage's or policies required under this Agreement.
- 9.9. The Contractor shall not commence work under this contract until they have submitted to the County and received approval thereof, certificates of insurance showing that they have complied with the foregoing insurance.
- 9.10. All referenced insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured." The name of the proposal or project must appear on the certificate of insurance.
- 9.11. Underwriters shall have no right of recovery or subrogation against the County; it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
- 9.12. The clause entitled "Other Insurance Provisions" contained in any policy including the County as an additional insured shall not apply to The County.
- 9.13. If any of the said policies shall be or at any time become unsatisfactory to the County as to form or substance, or if a company issuing any such policy shall be or at any time become unsatisfactory to the County, the Contractor shall promptly obtain a new policy, submit the same to the Purchasing Manager of Adams County for approval and thereafter submit a certificate of insurance as herein above provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as provided herein, this contract, at the election of the County, may be immediately declared suspended, discontinued or terminated.
10. Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.

11. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:
 - 11.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
 - 11.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
 - 11.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
 - 11.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
 - 11.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
 - 11.6. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
 - 11.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

11.8: If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

End of General Information

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STATEMENT OF WORK

Introduction

Adams County, Colorado is seeking the services of a qualified consulting firm/team to develop the County's first Art & Culture Master Plan for a not-to-exceed amount of \$40,000.00. This RFP is a call for proposals from firms who have expertise and success with efforts to engage, communicate, and harness the untapped potential of places like Adams County that enjoy a long storied history of culture, energetic art and sciences. This project is specifically an effort to create a plan that ensures that Art and Culture bring a cohesive and meaningful contribution to the County's community planning.

The Plan will provide the County with a vision for the future, taking into consideration the cultural history, the variety of forms of arts and science needs and the desires of the stakeholders, citizens and leadership of Adams County. This Plan will also build upon the established policies of Adams County and will be consistent with the best practices, mission and intent of notable programs found elsewhere in the State, including the Scientific and Cultural Facilities District program (SCFD) and the Colorado Creative Industries division. Finally, once completed, the Art & Culture Master Plan will provide Adams County with a vision that will identify the priorities of the community, support and strengthen the culture, art, sciences and creative industries of Adams County.

Background

Adams County, Colorado is the 5th largest county in Colorado and located north of Denver, Colorado. Adams County has a current population of approximately 470,000 residents and is spread out over 1,182 square miles. The County contains a diverse mix of land uses varying from older first-ring cities to new green-field suburbs to expansive open rangeland. All or portions of nine municipalities are found in Adams County (Refer to www.adcogov.org for relevant land use and zoning maps). Roughly 90,000 residents live in unincorporated Adams County. The County is also very diverse in its population. In terms of ethnic characteristics, over 38% of our population is identified as Hispanic or Latino. In terms of economic characteristics, our population has a 12.9% poverty rate even as the County leads the state in total wage growth as of the most recent assessment.

Art, Culture and Venue Task Force

The Adams County Arts, Culture, and Venue Task Force was established by the Board of County Commissioners through a resolution in September 2014 to provide recommendations concerning arts, culture, and venues within the County and to research and develop a strategy for promoting arts and culture. The Task Force was partially created in response to an October 2013 recommendation by the Adams County Cultural Council—the Board-appointed body of arts advocates who oversee the countywide distribution of Scientific and Cultural Facilities District (SCFD) grant funds. In a letter to the Board of Commissioners, the Cultural Council expressed a need for the creation and implementation of a master plan to guide the future development of art and culture initiatives in the County.

The 14 members of the Task Force were selected by the Board of Commissioners and represent a wide range of subject matter experts as well as interested citizens. The Task Force met between

December 2014 and April 2015 to develop the recommendations presented in this summary report. During their meetings, the Task Force consulted with representatives from several other notable arts organizations, including Colorado Creative Industries (a division of the Colorado Office of Economic Development & International Trade) and the Scientific and Cultural Facilities District.

The mission of the Adams County Arts, Culture, and Venue Task Force was to *“identify and recommend steps to define Adams County’s role to support and develop scientific and cultural opportunities for all citizens.”*

While working to develop recommendations for the Board of County Commissioners, the Adams County Arts, Culture and Venue Task Force identified several areas of concern during its assessments:

- Lack of coordination between existing venues
While Adams County is home to a wide variety of arts/culture/science venues, there is very little collaboration or coordination between the individual organizations; in fact, the Task Force suspects many additional organizations are operating in obscurity. A comprehensive Master Plan is needed to define and develop the County’s brand/vision, identify the County’s assets (venues and organizations), and develop a mutually beneficial path forward for all arts-related entities.
- Lack of effective marketing/outreach
While Adams County is already home to an impressive variety of venues, many residents are unaware of the opportunities in their own backyard. All member organizations comprising the Task Force unanimously agreed that the County should play a vital role in regional arts marketing efforts; doing so would not only benefit each individual venue but would also strengthen the County’s image as a world-class arts destination.
- Lack of arts/culture Diversification
As diverse as the current arts/culture/scientific opportunities are in Adams County, there is always room for improvement. Future considerations might include creation of a mural arts program and a sculpture garden. All existing arts organizations would benefit from increasing the density of offerings in the County.
- Lack of Tier II SCFD venues
Adams County is currently home to only one SCFD Tier II arts venue—the Rocky Mountain Bird Observatory. All other SCFD grantees in Adams County are Tier III organizations, which only receive 13% of all SCFD funds. By attracting or developing additional Tier II-qualifying organizations, Adams County would receive a greater proportion of total SCFD funding (21%).

These areas of concern led to the following actions and focal points, all of which will inform the planning effort that creates a successful Art and Culture Master Plan:

- Form and sufficiently staff an Office of Cultural Affairs

A permanent Office of Cultural Affairs, staffed by dedicated full-time personnel, will develop a Master Plan for art and culture in Adams County and serve as a liaison to the County's various arts organizations. This office would also be responsible for coordinating countywide marketing/outreach initiatives. This action item is complete and the full-time personnel assigned to this office now serve as the County's Project Manager for this plan.

- Form an Advisory Commission Board

The Task Force recommends the establishment of an advisory commission comprised of subject-matter experts (i.e. arts and culture advocates) to help support the initiatives of the Office of Cultural Affairs. Board membership should be diverse, including representatives from the following communities: commercial, arts/sciences, municipal, and unincorporated. The Board should also be ethnically diverse. There are currently two boards that focus on art and culture in Adams County: the Adams County Cultural Council and the Adams County Visual Arts Commission. These two Boards serve in a variety of capacities and should be considered to see if one or both can serve in this capacity.

- Develop a Tier II SCFD venue

Rather than build a new County venue, the Task Force recommends the County invest in its current venue—the Regional Park. As part of drafting a Master Plan, consideration should be given to transforming the Regional Park into a qualifying Tier II SCFD venue. This is our most notable, ongoing effort that will be a primary focus of the Art and Culture Master Plan.

Project Management

This project is managed by the Adams County Office of Cultural Affairs Liaison. The project manager from Adams County and the awarded Consultant project team manager are responsible for managing and approving all performance under the project. Contract and payment will be through Adams County. The contract will be a not to exceed, fixed fee. All questions for this project shall be directed to Anna Forristall, Contract Administrator, Purchasing Division. Once the award has been made, the County's Project Manager shall be Gabriel Rodriguez with the Office of Cultural Affairs.

Scope of Work

Under the direction of the Adams County Office of Cultural Affairs Liaison, the awarded Consultant will conduct analyses, engage the public and governmental agencies, and prepare reports and documents with the goal of facilitating approval of the Art and Culture Master Plan by the Adams County Board of County Commissioners by a date agreed upon when entering into a contract.

The successful Consultant will enter into a Task-specific, Project-specific contract with the County to perform work on an "as needed basis". The term, "as needed" indicates that neither the County nor the Consultant has an obligation under the contract unless and until a task order is issued. The County has selected this type of contract due to the specialized, comprehensive and complex nature of the study and the planning effort.

Contents of Proposal

The County will form an Evaluation Team (Team) to review and select a Consultant based on the content of the submitted proposal. The proposal submittal is not intended to be an expensive, elaborate document. It should be well composed for simplicity and ease of understanding. At the discretion of the Team, the County may invite selected Consultants for a follow-up interview prior to awarding a Consultant.

Proposal Format

Consultants shall submit five (5) copies of the proposal not to exceed twenty (20) pages, submitted only on single-sided, single column, typed 8.5" x 11" size paper. The sheet count limitation applies to the actual proposal contained in the submittal. The only exceptions to the page count are the front and back cover. There is a minimum twelve (12)-point font requirement for the basic text of the entire submittal. Any charts, graphs, table of organizations, etc., must be of readable size. Appendices of relevant information may supplement the proposal; however, information supplied in the Appendices is at the discretion of each Evaluation Team Member to utilize just as long as it does not exceed twenty (20) pages in total.

Summary Statement

The proposal shall contain an opening statement (generally 2-4 paragraphs) summarizing how the proposal will accomplish the purposes of the project, and summarizing the roles and qualifications of the Project Team.

Statement of Project Team Qualifications and Project Administration

The proposal shall identify the firms, organizations and individuals within each firm or organization participating in the Project Team. General qualifications and experience relevant to this study shall be described for each firm or organization, and specific qualifications and experience relative to this project shall be described for each individual assigned to the project (not including individuals serving in administrative or technical support roles). Individual team member résumés may be provided in appendices, although the primary basis for evaluating proposals will be the content of the proposal.

Exhibits of prior relevant projects, specifically art and culture master planning, may be included in print or digital formats. Contact information is to be provided for three (3) references associated with prior relevant work by the Project Team or its lead members.

A table of organization shall be provided to describe the reporting and review relationships among members of the Project Team. Contact information, including name, title, street and mailing addresses, telephone, fax, email and web site addresses shall be provided for the lead members of the Project Team in each firm or organization. A Project Team Manager/Principal Contact providing a single source point-of-contact between the Project Team and the Project Manager(s) shall also be identified.

Project Scope of Work

The proposal shall include a Scope of Work detailing how, at a minimum, the Project Team will accomplish the Project Goals and the specific Task Orders.

The scope will be divided into three separate phases that will break down the Task Force recommendations into manageable work initiatives. Through all stages the successful Consultant(s) are required to identify with the following categories:

- 1) **Policy:** assess all existing policies, and future overall vision, role, responsibility etc. for the ability to further promote arts, culture and science and also assess the possible linkages of art, culture, and science to economic development, tourism, planning and development and other County policies/plans.
- 2) **Asset-based Cultural Development:** recognize the roles, strengths and assets that individuals and organizations bring to creative community building.
- 3) **Administrative Structure/Supports and resources:** collaborate with internal staffing and advisory committees, define roles for who does what, connect financial resources, and operate in conjunction with current programs and policies.
- 4) **Programs, Services, Venues, and Facilities:** develop an inventory of private/public sector grant opportunities, public art programs, historical properties, important archives and collections, practice and performance space, current and future cultural development projects/programs.
- 5) **Art, Culture and Venue Task Force:** recognize and reinforce the Task Force recommendations as the foundation to build upon and structure the Plan in a way that ties back to the Task Force.

The project scope will also include tasks and focal points that are specific to particular phases of the project. The results of work in each phase will be synthesized and contribute to a summary report. This summary report will provide a comprehensive update on the status of each task and general findings developed during the defined period of time. All reports for each phase will reflect a comprehensive approach that will result in the enhancement and expansion of art, culture and science opportunities for the community.

The County reserves the right to revise the requirements for each phase according to the findings of each report. The successful Consultant(s) will work with the Master Plan Committee (Steering Committee) comprised of representatives from the Commissioners, administration and community culture leaders to ensure anticipated outcomes and goals guide the work throughout all three phases.

PHASE I – Audit, Analysis and Identify

Phase I will capture and detail a picture of the current state of art, culture and science opportunities, events, policies, programs and systems within the County. The Task Force made the recommendations to identify the County's assets (venues and organizations) and this phase will show the current state of the County's assets that are not limited to what programs, policies or organizations that are directly tied to the County, but also the partnering municipalities as well. The analysis will include but will not be limited to an explanation of the importance and

value of art, culture and science and how it can define and develop Adams County's brand and vision.

Questions to be answered in Phase 1 include but are not limited to:

- 1) What are we doing now?
- 2) What is the state of art, culture and science infrastructure?
- 3) What are the foundations to supporting art, culture and science?
- 4) Who are the stakeholders?
- 5) How do local, state and federal policies effect positively or negatively the growth and development of art, culture and science organizations?
- 6) What are the best practice models locally and nationally?
- 7) What are the internal policies or programs that currently have the support for art, culture and science opportunities in Adams County? (Dedicated funding stream, development standards, etc.)
- 8) What is the best process and strategy for delivering this plan in a timely and effective manner?

Phase I – Deliverables:

The awarded Consultant(s) will provide a detailed picture of current art, culture and science issues, policies, programs and systems. The audit and analysis will include but will not be limited to the following:

- 1) A detailed project plan that provides a path to completion of all deliverables in a 6-9 month timeframe.
- 2) An identification of assets and opportunities for both the County and community to further support art and culture in the areas of policy development, the direct provision of facilities, services, and programs, administrative structure and community engagement;
- 3) Key analysis indicators that reflect the importance of art, culture and science and its role in creative community building;
- 4) A needs assessment that presents a list of key recommendations and priorities for advancement and change for the arts, culture and sciences.
- 5) SWOT analysis of the art, culture and science organizations, programs and policies.

PHASE II – Define Brand, Vision and Marketing Effort

Taking into account the Phase I findings, Phase II will then define the brand, vision and marketing effort of the County. This phase will heavily focus on the citizens, art, culture and science organizations, County leadership, and best practices nationally in order to help define the brand of the County. This phase will also define the vision with measurable, obtainable outcomes that can guide the citizens, art, culture and science organizations, with support from County staff and leadership. This vision will emphasize the need to create new programs and policies that are not in place based on the findings in the Phase I report. Setting the brand, vision and the method for marketing this brand and vision requires the input of citizens, art, culture and science organizations, and County leadership, all of whom will be the primary users of existing and proposed art, culture and science programs and services. Extensive community engagement will be a key component in this phase.

Phase II questions will include but will not be limited to:

- 1) What is the County's brand around the areas of arts, culture and sciences?
- 2) What vision will this Master Plan provide the County?
- 3) Where do the responsibilities for cultural development lie – the municipality, the stakeholders, the citizens, etc.?
- 4) How does the County build community support?
- 5) How do we build internal County support for the implementation of the Plan?
- 6) What structures, systems, and policies will help to realize the envisaged future?
- 7) How do the stakeholders and County market the art, culture and science programs and organizations?
- 8) Does the County have the ability to obtain an SCFD qualified Tier II facility by supporting the Adams County Regional Park?

Phase II – Deliverables:

Phase II deliverables will combine the analysis from the Phase I with the input and data gathered from Phase II. This phase will result in a “*Directions Document*” that will serve as the blueprint for Phase III. Specifically, the Directions Document will include but will not be limited to:

- 1) Synopsis of the input and findings from the community and stakeholders.
- 2) Analysis of the combined input from the citizens, stakeholders and cultural organizations.
- 3) The County's brand that is marketable to the art, culture and science community.
- 4) A vision that has measurable and obtainable outcomes with support of the Commissioners.
- 5) Cultural vision statement that has been formed with community consultation.
- 6) Policies that can support and promote the growth of art, culture and science organizations.

PHASE III – Art, Culture and Science Policy and Plan Development

The development of the Master Plan will be dependent upon the feedback and input from the stakeholders in Phase II. The successful Consultant(s) will draft and finalize the Master Plan with input and guidance from the County and Master Plan Committee. The Plan will be presented to the public for comment and feedback. Following any modifications based on the public review, the Plan will then be presented to the Board of County Commissioners for final approval in a Public Hearing.

Phase III questions will include but will not be limited to:

- 1) What policies should be in place to promote and support the growth of the art, culture and science programs and organizations within Adams County?
- 2) How will the brand, vision and market strategy benefit the community as a whole?
- 3) Does the Plan create a mutually-beneficial path for citizens, art, culture and science organizations, County leadership and staff?
- 4) Will the Plan create a support network to diversify the current County assets of art, culture and science programs and organizations?

Phase III – Deliverables:

The Phase III report will be the overall Master Plan, complete with strategies, goals and objectives, identified roles of the community, stakeholders and the County. It will include but is not limited to:

- 1) Evaluation and monitoring plan with indicators to gauge success and for ongoing assessment.
- 2) Short and long term investment recommendations in keeping with various strategic initiatives, complete with anticipating operating and capital investment levels required to fulfill the County's role.
- 3) Expected outcomes from each objective.
- 4) Identified roles and responsibilities to provide leadership, support and/or resources to each objective.
- 5) Recommended timelines for implementation.

Project Requirements and Technical Requirements

The process to develop the Art, Culture and Science Master Plan is expected to take between six - nine (6 - 9) months, exclusive of the RFP process. Within that timeframe, a more detailed project plan will be developed with the successful candidate as part of Phase I.

Checklist of Proposal Requirements:

To speed and simplify the proposal evaluation and to assure each proposal receives the same orderly review; all proposals must follow the format described below:

- Summary Statement
- Statement of Project Team Qualifications and Project Administration
- Scope of Work
- Schedule of Deliverables
- Cost Proposal in a separate and sealed envelope marked "COST PROPOSAL" (Please see section 5.2 above)

Proposal Evaluation Criteria

Proposals will be evaluated and ranked based on the following criteria:

- Methodology, Deliverables & Project Approach (within given budget and time constraints) - The overall extent to which the Schedule of Deliverables demonstrates acceptable rates of progress and the methodology, deliverables and resources committed pursuant to the Proposal will achieve the purposes of the project. The extent to which the Proposal is consistent with the specified approach and within the time and budget constraints of the project.
- Project Team Qualifications - The extent to which the Consultant Project Team is qualified to successfully complete the tasks specified in the Proposal.
- Previous experience with like projects - Previous experience of the firm or team with similar size and scope projects.
- Public Outreach - The extent to which there are opportunities for adequate input and review by the public, County, agencies and other stakeholders.

- Innovative Approach - Innovations in methodology, analytical or technical approach proposed.
- Project Price or Fee

To assist in the selection process, Adams County reserves the right to request additional information to supplement the original proposal, including conducting interviews prior to selecting a Consultant.

End of Statement of Work

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Submittal Checklist

- Vendor Information Form
- W-9
- Contractor's Certification of Compliance (Signature required)
- Proposal Form/Contractor's Statement (Signature required)
- Three (3) References of similar size and scope
- One (1) marked Original and Five (5) paper copies of proposal submittals
- One (1) CD or Thumb Drive of submitted proposal in a single PDF document

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

Company Name

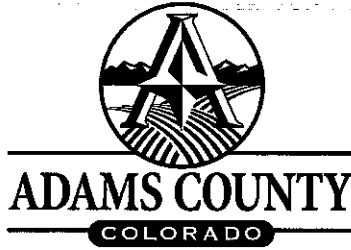
Date

Name (Print or Type)

Signature

Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering



**PROPOSAL FORM
ART AND CULTURE MASTER PLAN
FOR THE OFFICE OF CULTURAL AFFAIRS 2016.012 RFP**

CONTRACTOR'S STATEMENT

I have read and fully understand all the special conditions herein set forth in the foregoing paragraphs, and by my signature set forth hereunder, I hereby agree to comply with all said special conditions as stated or implied. In consideration of the above statement, the following proposal is hereby submitted.

Please provide the PRICE in a separate envelope with your firm's name and proposal number.

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

Addendum # _____ Addendum # _____ Addendum # _____
If None, Please write NONE.

Company Name	Date
Address	Signature
City, State, Zip Code	Printed Name
County	Title
Telephone	Fax
Email Address	

EXHIBIT A

23.4^{Degrees}

September 8, 2016

Michael Hughes
40 South Bellaire Street
Denver, CO 80246
303-941-8010 – mike@hughes-collaboration.com

To Ms. Anna Forristall, Contract Administrator – 4430 South Adams County Parkway, Suite C 4000A
Brighton, Colorado 80601-8212

Ms. Forristall,

I am pleased to submit our team's qualifications in response to request for proposals 2016.012, to produce an art and culture master plan. Our innovative approach, using a team with exceptional qualifications and experience and strong capabilities in stakeholder and public outreach, will ensure project success.

Methodology, Deliverables & Project Approach – We have an approach that will allow Adams County to maximize its budget and produce an art and culture master plan that the County can use into the future to take its place in the region's artistic and cultural life.

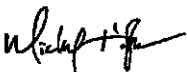
Project Team Qualifications – Our team has an exceptional track record of success in developing plans that create roadmaps for action. We have the experience necessary to unlock the creativity, placemaking capabilities and vision of the Adams County community. We have deep knowledge about local art and culture strategies and we know what's been successful for other communities. 23.4 Degrees, a small, woman-owned business has assembled a team with all of the expertise necessary for your scope of work.

Previous Experience with like Projects – Our recent success in producing the Town of Silverthorne's first art and cultural plan, our commitment to placemaking, our belief that the arts must be accessible to everyone and that everyone is capable of artistic expression, and our vast experience in consensus building and shared decision making for public agencies, give us confidence that we know how to produce a plan that will not sit on a shelf, but instead will serve as the catalyst for real change in the community.

Public Outreach – Our experience and skill in public outreach and deep public engagement ensures that the plan will belong to the community.

Conclusion – I want to emphasize that our approach is flexible and can change in response to the Adams County staff's direction and guidance. Though our approach is rooted in what has worked for other public agencies and their stakeholders, we know that we have to find an approach that fits your community and fits this moment in its history. We hope to have the opportunity to fulfill the requirements of this project and, in doing so, to help Adams County become a community that will realize the placemaking power of art and culture.

Sincerely,



Michael Hughes
President, Hughes Collaboration and Project Manager for the 23.4 Degrees Team

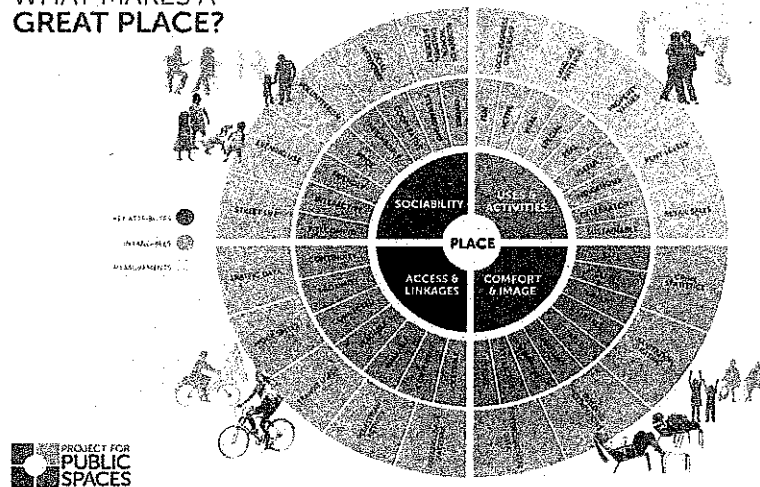
I. Summary Statement – the 23.4-Degrees Team

23.4 Degrees is the axial tilt of the Earth -- it is the reason we have seasons. Where a community is positioned says a lot about what we experience and who we are, collectively. 23.4 Degrees is a company that embraces the concept of place. Our team stands ready to aid Adams County in imagining and then realizing a vibrant future for art and culture. The 23.4 Degrees Team has the core competencies to assist Adams County and produce an actionable plan that builds on the sense of place – on what residents love about Adams County already, and what more the community can envision together.

Placemaking is an inclusive, identity-driven process that uses what Adams County is, and who the Adams County residents are, to drive the vision. A placemaking approach will create a vision for arts and culture that leverages existing events, venues, organizations, businesses, services, and amenities. It will translate that vision into a plan and program of uses. It will ensure that the plan has a reasonable and flexible implementation strategy that focuses on all available assets including those of the Scientific and Cultural Facilities District.

Placemaking is about tapping into what community members love (and can imagine) about the place where they live. It is about authentically envisioning and achieving the best Adams County from an art and culture perspective, not about being someplace else.

WHAT MAKES A GREAT PLACE?



We know that a placemaking approach has led to documentable economic advantages for other communities, and we want to help Adams County leverage those same advantages. With thoughtful and strategic planning that informs investments, we believe Adams County's arts and culture assets are well positioned to increase community attachment and satisfaction, which is correlated with economic growth.

As part of our placemaking approach, we use a real, community-driven art project to draw attention to the planning process, to demonstrate that the community can make real art, and to open a dialogue with the community members about using artistic expression to say something important about the community's culture and its future.

II. Qualifications – A Team customized for the Adams County

23.4 Degrees is a small, woman-owned business with core competencies in multi-stakeholder problem solving and consensus building. The 23.4 Degrees business model is predicated on customization; we create teams that meet the specific needs of a project. This allows for the greatest possible flexibility in bringing precisely the right expertise to clients like Adams County. 23.4 Degrees is owned and operated by Janesse Brewer who has carefully selected a team of individuals she has worked with for years.

Michael Hughes, Project Manager, Specializing in Planning with Arts Experience

Mike Hughes is a planner with deep experience in art and culture strategy. He has been helping communities build partnerships, make plans, and work collaboratively for nearly three decades. For example, he successfully led planning and zoning consensus-building efforts with Denver's Arapahoe Square Zoning Task Force and Cherry Creek Zoning Task Force. He was a member of the 23.4 Degrees team that successfully produced the Town of Silverthorne's first Arts and Cultural Strategic Plan. Mike served on Opera Colorado's Board of Directors from 2002 – 2016 and served as Board Chair from 2012-2014, a time of focused change and strategy. He is now a member of the Curious Theatre Board of Directors and a member of the Opera Colorado Foundation Board of Directors.

Janesse Brewer, Principal, 23.4 Degrees

Janesse founded 23.4 Degrees so that she can create sustainable strategies and plans at the intersection of complex information, diverse stakeholders, economic development, workforce development, and community values. Janesse was the project manager for the Town of Silverthorne's Arts and Culture Master Plan. The plan can be found at: <http://www.silverthorne.org/Modules/ShowDocument.aspx?documentid=3634> Janesse is working on two planning efforts currently, the Thirty Meter Telescope and the National Aquarium. Both of these planning processes seek to develop and align investment strategies and organizational visions. Both efforts have elements that include inventorying current organizational capacity, understanding the goals and interests of their respective communities, using best practices and expert opinion, and developing actionable funding strategies.

Spencer Dodge, Spanish Translator & Advisor

Spencer is pursuing his Master's degree from the University of Denver's Korbel School for International Studies, Conflict Resolution Program. He lived and worked in Costa Rica and is a fluent Spanish speaker. He will be a member of the 23.4 Degrees facilitation and planning team as well as our translator.

Shiere Melin, Principal, BluBlaze Creative

Shiere Melin is a seasoned designer. Her work aligns perfectly with the kind of document the 23.4 Degrees Team has imagined. She has successfully produced graphic design and print work for the Ute Mountain Utes, and for the National Wildlife Federation.

Project Administration – Table of Organization

Hughes	Project Manager; Lead contact for Adams County staff; Co-Facilitator for Planning Committee; Primary Plan Author
Brewer	Co-Facilitator for Planning Committee; Fiscal Agent; Second Plan Author
Dodge	Associate Facilitator; Translator, Spanish-Language Public Engagement
Melin	Plan graphics and presentation materials

Resumes

Michael Hughes – President
Hughes Collaboration
40 South Bellaire Street
Denver, Colorado 80246
303-941-8010 - mike@hughes-collaboration.com



www.hughes-collaboration.com

Employment History

2012-present – President, Hughes Collaboration – Providing consensus-building and mediation services to local, state, regional and federal government

- Denver Planning – Cherry Creek and Arapahoe Square Task Forces
- Huerfano County Community Forum – County Planning Commission
- Joint Project Delivery Efficiency Team - state and federal transportation project delivery
- RTD-Denver – Regional Transportation District
- National Highway Institute and National Transit Institute – public involvement training

2013-present – Adjunct Professor, University of Denver – Master’s Program in Conflict Management, Korbel School for International Studies – Resolving Contentious Public Issues and Advanced Practicum in Public Policy

2005-2012 – Vice President for Science and Public Policy, the Keystone Center
Supervised twenty-three mediators and support staff in Keystone and Denver, Colorado, Washington, D.C., Boston and Santa Fe

2000-2005 – Denver Office Director, RESOLVE
Opened the Denver office in 2000 with no other staff; developed new work and built the office to six staff in five years

Education

Master's Degree - City Planning, University of Pennsylvania

Bachelor's Degree - Political Science, University of Denver – *magna cum laude*, Phi Beta Kappa

Janesse Brewer – 23.4 Degrees
970-368-2234 – Janesse@23-four.com

23.4^{Degrees}

Employment History

2013-present -- Principal, 23.4 Degrees

Providing strategic advice and planning, consensus-building, and mediation services to:

- Town of Silverthorne, led a team of six in customizing an approach to developing an inaugural Arts & Culture Plan for Summit County's most culturally diverse Town. The plan included an effort to engage active art and culture stakeholders, citizens, and elected officials. The planning process partnered with the successful Celebrations Around the World event, and featured a world-renown participatory arts project
- National Aquarium, a strategy and plan for developing North America's first dolphin sanctuary
- Thirty Meter Telescope, an international effort to build the next generation of optical telescopes with partners from U.S., Canada, Japan, India, and China
- Denver International Airport's D.mac Committee, advising DIA on how to improve passenger experiences

2015-present – Associate Professor, Johns Hopkins University, Bloomberg School of Public Health

1998-2013 – Senior Facilitator & Director of Health Practice, The Keystone Center

Education

Masters of Public Administration, University of Colorado, Denver, 2010

BA, University of Colorado, Boulder, 1994

Spencer Dodge – Associate, Hughes Collaboration

859.967.9895 – spencer.dodge@du.edu

Spencer is a master's degree candidate in conflict resolution. He is skilled in research, analysis, and writing. He has the ability to apply facilitation and mediation techniques in English and Spanish. He is committed to social policy change and is a fluent Spanish speaker having studied language and culture in the U.S. and in Chile.

Work Experience

- February, 2016-June, 2016 – Jefferson County Mediation Services, Golden, Colorado
- February, 2016-June, 2016 – Co-mediation alongside Judge Herb Galchinsky in civil cases
- November 12-13, 2015 – Colorado Collaborative Leadership Institute, Glenwood Springs, CO

Education

- Master of Arts in Conflict Resolution, University of Denver, Josef Korbel School of International Studies, Graduation expected November, 2016
- Bachelor of Arts in International Studies, Minor in Spanish, Focus in Human Rights and Latin American/Caribbean Studies, 2015
- Course work in Chilean economics, government, culture, language, and history, Pontificia Universidad Católica de Valparaíso, Valparaíso, Chile, 2014

Shiere Melin – BluBlaze Creative
303 718-2857 – shiere@mac.com

Employment History

2002-Present – Owner, BluBlaze Creative

Shiere Melin is the owner of BluBlaze Creative. She is a graphic designer and illustrator with a strong aesthetic, refined creative skills and passionate confidence backed up with scientific knowledge that translates to accurate, educational, and compelling visuals. She excels at brand creation and continuity. She is accustomed to performing in deadline-driven environments and making the most of any budget.

She is skilled in concept, design, and document preparation for press including brochures, flyers, reports, white sheets, books and booklets; marketing and sales materials; logos and corporate identity; infographics and illustrations (digital and traditional media); front-end web design; product labels and packaging; signage, banners, vehicle wraps; window clings, floor decals, coupons; uniforms and promotional campaign items; typography, color palette development; paper selection, print estimates and press checks.

Education

Master of Fine Arts, University of Michigan-Ann Arbor, Medical and Biologic Illustration
Bachelor of Science, University of Wisconsin- Madison, Art, Zoology

III. Scope of Work

a. Introduction

Our team is dedicated to producing a plan that Adams County can use to develop a vital, and vitally important, art and culture program.



Throughout the process, we will demonstrate that we believe that the arts belong to all of us. Everyone in Adams County is creative, responds to artistic work and is a part of the fabric of the County's culture, history, traditions, and ways of thinking and living. This plan will prove that artistic expression is possible for everyone, and that we are all a part of the culture.

We are offering a scope of services and an approach that match your request, including:

Phase I will include a solid work plan; analysis and assessment of the what exists today from our own vantage point and in the view of key stakeholders and members of the community; and a planning committee that will guide the plan and serve as the voice for the diverse set of needs and aspirations in the community and is connected closely to the Arts Task Force.

Phase II will produce a vision that recognizes the inventory and analysis from Phase I, reflects the aspirations of Adams County, the Task Force, the Planning Committee and the broader community; and will include our first foray into the policies and strategies that will be necessary to advance the vision.

Phase III results in a plan that everyone will recognize is the unique manifestation of this place and of the place everyone wants it to be. The plan will paint a clear picture of the steps necessary to implement the plan, the resources it will take, and the roles of different stakeholders. It will include an approach to monitoring and evaluating the results and the means of maintaining the momentum necessary to fulfill the plan and realize the vision.

Our approach to this project begins with our approach to the work with Adams County staff who are leading this effort. They can expect these things from us:

- Expertise – Our team understands placemaking, art and culture planning, local government policymaking, and stakeholder and public engagement.
- Creativity – We have the ability to draw out what is unique about Adams County and to help the community imagine a future in art and culture that will enrich the community. We can bring thought-provoking ideas to the community and help them unleash their creativity.
- Dedication to the Highest Quality Work – We are committed to quality in one-on-one conversations with internal and external participants, agenda development and process design, meeting facilitation, consensus building, the use of technical information, and the final plan document.
- Optimism – We have worked in circumstances that the participants described as hopeless; We never lose hope and believe that there are ways to solve even the most complex problem.
- Full Commitment – We have always worked in only one way – we give everything we have to the work we do; we’re all-in; no one will work harder or give more effort.

The arts are the best insurance policy a city can take on itself. – Woody Dumas, former Mayor of Baton Rouge

b. Phase I – Audit, Analyze, and Identify

While 23.4 Degrees has outlined a plan and approach, we know that it will take its final form only after thoughtful discussion with Adams County and the Task Force. Through those discussions, 23.4 Degrees and the County will finalize the placemaking approach and objectives, the final outcomes for the planning process, the timeline, and the approach for outreach (including strategies for reaching out to Spanish-speaking community members)

and other key stakeholder groups in Adams County. (It is noteworthy that the Town of Silverthorne's population, according to census records, is 27% Hispanic, similar to Adams County's 39%.)

We will align our approach with your thinking about the opportunities to leverage the regional park and other infrastructure and investments and the relationship between this effort and the County's Comprehensive Plan, individual municipal plans, economic development plans and other existing community visions, plans and strategies. In addition, 23.4 Degrees will work with the county personnel to further clarify decision-making structures. Central to the approach will be convening the Arts & Culture Planning Committee comprised of stakeholders who will act as a steering committee and group of advisors to this planning process.

Output: A detailed project plan that provides a path to completion of all deliverables in a 6-9-month timeframe; an assessment of the strengths, weaknesses, needs, and gaps in existing assets, services, policies, programs; first steps to convene and activate the Arts & Culture Planning Committee – Proposed timing: Late September – October, 2016

Using the agreed-upon approach, the 23.4 Degreed Team will use the first phase to assess the current artistic and cultural offerings in Adams County. We have found that our best information comes from interviews with Adams County stakeholders and with a limited number of additional experts outside of Adams County.

Understanding Adams County's stakeholders is essential in this phase. 23.4 Degrees, in coordination with the County, will identify a diverse set of interested stakeholders for individual interviews. The plan must draw together a wide range of views. Our team, in coordination with the County, will develop an interview protocol and reach out to those who have businesses, offer amenities, have long-standing interest in the arts, or bring another valuable perspective.

We will connect our placemaking approach to the individual needs and hopes of community members. Our interviews will delve into topics like these:

- An integrated arts & culture platform in Adams County
- Leveraging pending investments in arts and cultural venues
- Distinguishing Adams County's offerings from others in the region
- Establishing the County's role in support of current and future art and culture initiatives

The 23.4 Degrees Team will also bring in our understanding of best practices from other communities. We want to offer models, templates, programs, plans, and best practices from other Colorado communities that have achieved vibrant art-focused places. 23.4 Degrees will draw in community leaders who have successfully received the Colorado Creative District Designation (Salida, Greeley, Longmont, Colorado Springs, and Denver, for example). In addition, we suggest contacting experts from the Knight Foundation's Soul of the Community (SOTC) project and others doing research in communities that are similar to Adams County.

In addition to the interviews, in Phase I we will also capture and detail our own inventory to create a picture of the current state of the County's assets (including those of the municipalities within the County). This inventory will include the physical assets, the programs, the governmental policies and the best practices.

Output: 23.4 Degrees, in coordination with the County, will identify interviewees, develop an interview protocol, and we will conduct interviews and collect data; we will organize the themes, values, aspirations, best practices, and buckets-of-ideas; our team will collate the themes and use them to inform the design of the placemaking approach with the larger community – Proposed timing: October – November, 2016

Art is an effort to create, beside the real world, a more humane world. – Andre Maurois, French Author

c. Phase II

The Arts and Culture Planning Committee is essential to our planning process. The Arts & Culture Planning Committee will work closely with the County staff and 23.4 Degrees to direct the process. We anticipate that this group will meet every 4-6 weeks throughout the planning process. Because of their central role in producing the plan, it is essential that the committee is convened carefully and the members selected in order to represent the community effectively.

The committee should be made up of those who believe that art, culture, and science are essential to the future of the community. They should represent different art forms and cultural activities. They should reflect the community's diversity – age, gender, race, language, ethnicity, income, educational attainment, length of tenure in the community, and more. We want new arrivals, and long-standing community members whose families have been in Adams County for generations. We are particularly mindful of the need to fully represent the community across ethnic, racial, economic and gender lines. We also want all facets of the community and all sectors – education, business, not-for-profit, and government.

Our team is skilled at designing and facilitating advisory groups in ways that harnesses their individual and collective expertise. We begin that process for Adams County through a visioning process that will bring the committee together and will propel the rest of the planning process.

Output: 23.4 Degrees, in coordination with Adams County, will finalize the membership of the planning committee; 23.4 Degrees will develop the group's operating protocols, the agendas for their visioning effort, discussion materials and drafts, and the final statement of the vision – Proposed timing: November 2016

The best art intersects the culture it exists in, rather than critiques it. – Meyer Vaisman

Community visioning should be an integral part of the visioning process. We propose using a series of existing community events to engage Adams County's population on the question of vision and future direction.

We are interested in meeting members of the Adams County community in the places where they experience art and culture and in the places they gather, asking them to describe how the arts and how cultural activities are integrated into their lives. We want to know how their sense of place is defined by art and culture. We also want them to engage in an artistic way, so we won't just ask them questions, we'll give them images to choose from and we'll give them ways to express their sense of vision artistically.



For example, we could use a large-scale event – a performance at the DL Parsons Theatre, a concert at Dick's Sporting Goods Park or a performance of Wonderbound Dance at the theatre at the Pinnacle Charter School. We could use smaller, more neighborhood-level events like the Community Cook-out and Costume Swap in October in Commerce City.

Asking the participants in community events to describe why they attend and what else they are hungry for will give us the opportunity to expand the vision and integrate a wide range of views and voices. We have to select the events carefully. We would want to work with the sponsor of the event to ensure that we're a welcome addition rather than a disruption.

In part, our commitment to engaging the public at this stage is to interfere with the mistaken image that the arts and culture are high-brow and lofty, above more base pursuits. We take the opposite view: the arts belong to all of us. Artistic expression is possible for everyone. We are all part of the culture because culture is, in the broadest sense, what we eat, our recreation, music, and celebrations, our language, history, and ways of seeing the world, and all of those things that give our life meaning. Those are things that everyone can speak to.

Output: An inclusive, widely shared statement of the community's art and culture vision and a sense that everyone in the community can be a part of realizing the vision; a synopsis and an analysis of the input and findings from the community and stakeholders; stakeholder-driven input on branding and on the policies that can support and promote the growth of art, culture and science organization – Proposed timing: November, 2016 through February, 2017

d. Phase III

The Arts and Culture Planning Committee will delve into the details of the plan in Phase III. Through Phase III, we anticipate that this group will meet every 4-6 weeks. Janesse and Mike, in coordination with the Adams County personnel will formulate agendas, develop approaches to outreach, and drafting of the plan. The planning group will provide active advice and substantive guidance at key milestones within the process. We will bring compelling presentations to the committee and ask thought-provoking questions.

We are fully collaborative in our approach to facilitation. We will seek and act on feedback from Adams County staff. Our goal is to find the approach that ignites the participants' creativity and helps everyone participating in this project make as much progress as possible. Good facilitation is a mix of hard-nosed realism (helping the group face their differences of opinion and work through them), and unshakable optimism (helping the group believe that they will be successful in working through their differences). Good facilitation also helps the participants build working relationships and get to know one another. We will encourage the participants to engage on a personal level as well as a professional level.

A successful facilitator is also working in counterpoint to the group much of the time – slowing the group when they are speeding past something that needs deeper consideration and propelling the group forward when they are bogged down by repeating themselves or continuing to discuss something they have already solved.

We rely heavily on the carefully constructed and detailed agendas. We know how to arrange the meeting to allow the participants to share information; explore differences in values, interests, priorities and points of view; wrestle with the advantages and disadvantages of alternative ways of advancing their vision; and contemplate the implications of different choices. We are active facilitators, careful to balance an open and welcoming style with a no-nonsense approach to the meeting objectives. We want to help the group work hard and work well together.

In terms of content, we will ensure that there is a direct line from the initial data collection and assessment of current conditions to the place-based, placemaking vision, to the specific policies that can move Adams County from where it is today to where the community wants to go, and to the specific, measurable, action-able strategies that the County and its cities can implement. We will test these with staff and decision-makers to ensure that the plan contains what Adams County will do, not simply what it might do.

Output: In coordination with Adams County, we will develop the agendas, discussion materials and drafts, and track next steps resulting from the Planning Committee meetings; the 23.4 Degree team will help the committee work through all of the plan elements and the implementation questions so that Adams County can take advantage of their best thinking and advice: *Proposed Timing – November, 2016 – May, 2017*

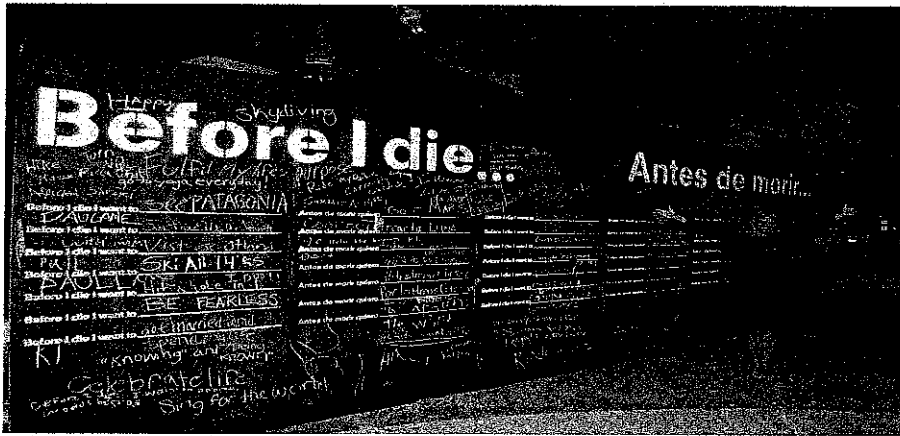
It is essential to gather input from the community so that the Planning Committee, Adams County staff and 23.4 Degrees team are aligning the plan with the vision, the ideas, the

placemaking perspectives and the aspirations of the community. We propose using a highly visible community art project as the instrument for public engagement in this phase.

We propose that during Phase III, the County initiate a project like one of these:

1. Before I Die

23.4 Degrees and the Town of Silverthorne used this participatory art project as part of the effort to create the town's first arts and culture master plan. We took Candy Chang's project to sites throughout the town and gave participants the opportunity to write down one thing they hope to do before they die. This project, which started on the wall of an abandoned house in New Orleans, has been replicated across the country and around the world with more than 450 walls in thirty countries. Information is available at <http://beforeidie.cc/>



2. Key to the City

We all understand what it means when the mayor gives the key to the city to someone important. This project comes from Creative Time, www.CreativeTime.org and PaulRamirezJonas.com. Creative Time is speaking to the idea of belonging – if I have the key to the city, then I belong. In this project, Adams County would issue keys to a place (or series of places). When the key holder uses the key, they would find the 23.4 Degrees Team ready to engage them in a discussion of the future of art and culture in Adams County.

3. In Complete

Illegal Art – www.IllegalArt.org – has created a project similar to Before I Die that also gives participants the opportunity to complete a sentence and for others to see, and react to, the statement. In this case, the sentence is: "I _____ because _____ makes me _____ and _____." This project requires the painted statement on a chalk board, a bucket of chalk and a sponge to erase the prior statement. We would document each statement and display the pictures of each completed sentence. Placing the chalk board at a community event allows community members to express themselves and opens the door for us to engage them in a review of different sections of the plan and different images, ideas, and proposals before the plan is finalized.

4. To Do

To Do is also a project of IllegalArt. In 2006, they covered the windows of a vacant building with post-it notes that spell out "TO DO". Community members use the post-it notes to write their own reminders that describe their responsibilities, must-do's, duties and commands. The project is intended to foster communication among the participants about what we all have to do.

5. Heidelberg

An Adams County version of the Heidelberg Project in Detroit, Michigan may be the most ambitious option. In 1986, Tyree Guyton and his grandfather began painting polka dots on abandoned buildings. If there were a suitable building, we create a series of community events that would allow participants to paint dots on the building. Before and after they try their hand at painting, we would engage them in a moment of reflection on the importance of art and culture and give them the opportunity to give us feedback on central elements of the plan. The project description is available at <http://www.heidelberg.org/>.

6. Warm Cookies of the Revolution

One of the country's most successful and innovative public art projects is right here in the Denver region. Warm Cookies creates one-of-a-kind events that allow community members to engage on an important public question (gentrification, participatory budgeting, race, transportation, etc.) in the context of an artistic event. The Warm Cookies Stompin' Ground Games combine a community topic with sporting events. The 23.4 Degree Team could join with Warm Cookies to create an event that would bring in local artists and engage the participants in a discussion of the draft plan. <http://www.warmcookiesoftherevolution.org>

Outcome: A highly visible, participatory art project gives us the opportunity to spread the word about the planning process, demonstrate that artistic expression is possible for every one of us, and engage the participants in the content and draft recommendations from the plan: *Proposed Timing, December, 2016 – April, 2017*

There is always a moment in the committee's deliberation when the right move is to produce a draft of the plan to or allow the participants to see the details and work through the language. The timing for that choice is more art than science, but a good consensus builder will look for the right moment – not so early that the group is still far apart but not so late that they have started to solidify opposing views. It is essential to listen carefully for areas of agreement and disagreement. It is important to take advantage of potential agreements and capture the agreements as they occur. It is just as important to identify and work through potential disagreements, bringing information in at the right moment, reframing the discussion, asking for alternative proposals, drawing reluctant participants into the discussion, translating and changing the communication.

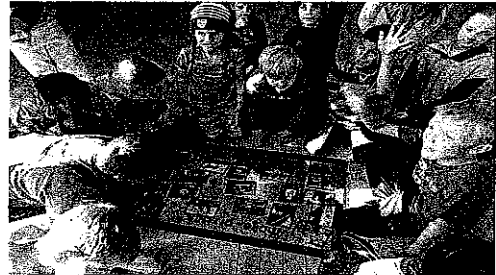
23.4 Degrees will produce a series of drafts for internal review/revision by the staff and for review/revision by the Planning Committee. 23.4 Degrees will produce a final plan that has the full support of the committee and the staff and that resonates with the community. We pride ourselves on an ability to write clearly, to track the advice of the planning committee carefully and to ensure that the final plan is a compelling, exciting, useful document. We know what it means to give a complicated document the attention to detail that it deserves. We will produce a plan that builds on the work of the Arts, Culture and Venue Task Force and our Planning Committee's deliberation so that Adams County has a plan that the community will support and work to implement.

Output: The 23.4 Degrees Team will produce a series of review drafts and then a graphically powerful final document that Adams County can use to advance its art and culture program, including the expected outcomes from each objective, short and long-term investments, roles and responsibilities, and a recommended timeline for implementation; Evaluation and monitoring plan with indicators to gauge success and for ongoing assessment – Proposed timing: March – May, 2017

Art speaks the soul of its culture. – Abby Willowroot

e. Summary

The 23.4 Degrees Team can produce a plan that will change the world of art and culture in Adams County and that will enjoy widespread support from the community. It will reflect a deep commitment from the planning committee, and will come from a community art project that brings the community together.



IV. Schedule of Deliverables

Phase I — Deliverables	Deadline
A detailed project plan that provides a path to completion of all deliverables in a 6-9-month timeframe	September, 2016
An identification of assets and opportunities for both the County and community to further support art and culture in the areas of policy development, the direct provision of facilities, services, and programs, administrative structure and community engagement	November, 2016
Key analysis indicators that reflect the importance of art, culture and science and its role in creative community building	November, 2016
A needs assessment that presents a list of key recommendations and priorities for advancement and change for the arts, culture and sciences	November, 2016
SWOT analysis of the art, culture and science organizations, programs and policies	November, 2016

Phase II — Deliverables	Deadline
Synopsis of the input and findings from the community and stakeholders	February, 2017
Analysis of the combined input from the citizens, stakeholders and cultural organizations	February, 2017
The County's brand that is marketable to the art, culture and science community	February, 2017
A vision that has measurable and obtainable outcomes with support of the Commissioners	February, 2017
Cultural vision statement that has been formed with community consultation	February, 2017
Policies that can support and promote the growth of art, culture and science organization	March, 2017

Phase III Deliverables	Deadline
Master Plan, complete with strategies, goals and objectives, identified roles of the community, stakeholders and the County	May, 2017
Evaluation and monitoring plan with indicators to gauge success and for ongoing assessment	May, 2017
Short and long term investment recommendations in keeping with various strategic initiatives, complete with anticipating operating and capital investment levels required to fulfill the County's role	May, 2017
Expected outcomes from each objective	May, 2017
Identified roles and responsibilities to provide leadership, support and/or resources to each objective	May, 2017
Recommended timelines for implementation	May, 2017

V. References

Town of Silverthorne, Colorado Joanne Cook, Recreation and Culture Director 601 Center Circle, P.O. Box 1309 Silverthorne, CO 80498 jcook@silverthorne.org 970-262-7372	Denver Arts and Venues City and County of Denver, Colorado Kent Rice, Executive Director 1345 Champa St., Denver, CO 80204 Kent.Rice@denvergov.org 720-865-4220
Accord 3.0 Adler, Principal, Accord 3.0 and Former President of the Keystone Center 2471 Manoa Road, Honolulu, HI 96822 padleraccord@gmail.com 808-683-2849	Denver Community Planning and Development City and County of Denver, Colorado Abe Barge, Senior City Planner 201 West Colfax Avenue, Denver, Colorado 80202 abe.barge@denvergov.org 720.865.2924

VI. Cost Proposal – Provided Separately



**ADAMS COUNTY
COLORADO**

**PROPOSAL FORM
ART AND CULTURE MASTER
PLAN**

FOR THE OFFICE OF CULTURAL AFFAIRS 2016.012 RFP

CONTRACTOR'S STATEMENT

I have read and fully understand all the special conditions herein set forth in the foregoing paragraphs, and by my signature set forth hereunder, I hereby agree to comply with all said special conditions as stated or implied. In consideration of the above statement, the following proposal is hereby submitted.

Please provide the PRICE in a separate envelope with your firm's name and proposal number.

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

Addendum # 1 – September 1, 2016.

If None, please write NONE.

23.4 Degrees

September 8, 2016

Company

Date

10 Brushwood Court

Address

Signature

Dillon, Colorado 80435

Janesse Brewer

City, State, Zip Code

Printed Name

Summit County

Principal

County

Title

970-368-2234

NA

Telephone

Fax

Janesse@23-four.com

E-mail Address

Adams County RFP - 2016-012 - Cost Proposal from 23.4 Degrees - Art and Culture Plan

Phase No.	Cost Proposal by Service Provider	Estimated Hours per Job Title	Rate	Total
1	Brewer	25	\$150.00	\$3,750.00
	Hughes	25	\$150.00	\$3,750.00
	Dodge	15	\$65.00	\$975.00
	Melin		\$25.00	\$0.00
	Total Hours Phase I	65		
2	Brewer	35	\$150.00	\$5,250.00
	Hughes	35	\$150.00	\$5,250.00
	Dodge	15	\$65.00	\$975.00
	Melin - photos for final plan	10	\$25.00	\$250.00
	Total Hours Phase II	95		
3	Brewer	40	\$150.00	\$6,000.00
	Hughes	60	\$150.00	\$9,000.00
	Dodge	20	\$65.00	\$1,300.00
	Melin - produce final plan	100	\$25.00	\$2,500.00
	Total Hours Phase III	220		
Direct	Community Art Project - Materials, Royalties (estimate)			\$700.00
	Printing for the first 25 full-color copies			\$275.00
	Total Hours	380		
				\$39,975.00