

RESOLUTION NO. 2018 - 97

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD RFP NO. 18-26 AND TO EXECUTE AGREEMENTS FOR ST. JOHNS COUNTY ARTS AND CULTURAL CENTER MARKET ANALYSIS AND FEASIBILITY STUDY.

RECITALS

WHEREAS, the County desires to enter into contracts with C.H. Johnson Consulting, Inc. to provide a comprehensive feasibility study including a market analysis and economic impact assessment and propose three alternatives for the design and location of a multi-use facility as needed in accordance with RFP No. 18-26; and

WHEREAS, the scope of the services will be to provide any and all labor, materials, equipment, transportation, and supervision necessary for a St. Johns County Arts and Cultural Center Market Analysis and Feasibility Study in accordance with RFP No. 18-26; and

WHEREAS, through the County's formal RFP process, C.H. Johnson Consulting, Inc. was selected as the highest ranked respondent to enter into contract with the County to perform the work referenced above; and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the proposed contract (attached hereto, an incorporated herein) and finds that entering into contract to complete the work services serves a public purpose.

WHEREAS, the contract will be finalized after negotiations but will be in substantial conformance with the attached draft contract.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to award RFP 18-26 to C.H. Johnson Consulting, Inc. and to conduct negotiations to provide the services set forth therein.

Section 3. Upon successful negotiations, the County Administrator, or designee, is further authorized to execute agreements in substantially the same form and format as the attached draft on behalf of the County to provide the scope of services as specifically provided in RFP 18-26.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 3 day of April, 2018.

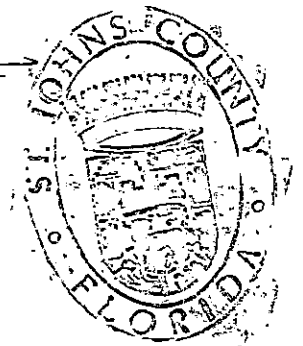
**BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA**

By: Henry Dean
Henry Dean, Chair

ATTEST: Hunter S. Conrad, Clerk

By: Pam Halterman
Deputy Clerk

RENDITION DATE 4/5/18





CONTRACT AGREEMENT
RFP NO: 18-26; SJC ARTS AND CULTURAL CENTER
MARKET ANALYSIS AND FEASIBILITY STUDY
Master Contract #: 18-MAS-CHJ-09125

This Contract Agreement, ("Agreement") is made as of this _____ day of _____, 2018 ("Effective Date"), by and between St. Johns County, FL ("County"), a political subdivision of the State of Florida, whose principal offices are located at 500 San Sebastian View, St. Augustine, FL 32084, and **C.H. Johnson Consulting, Inc.** ("Consultant"), authorized to do business in the State of Florida, with offices located at 6 E. Monroe, 5th Floor, Chicago, IL 60603; Phone: (312) 447-2010; Fax: (312) 444-1125; and Email: cjohnson@chjc.com.

In consideration of the mutual promises contained herein, the County and the Consultant agree as follows:

ARTICLE 1 – DURATION AND EXTENSION

This Agreement shall become effective upon signature by both parties, as of the Effective Date, as provided above, and shall be in effect for an initial contract term of one (1) calendar year, and may be extended as necessary to complete the required services. While this Agreement may be renewed and/or extended as stated in this Article, it is expressly noted that the County is under no obligation to renew or extend this Agreement. It is further expressly understood that the option of renewal or extension is exercisable only by the County, and only upon the County's determination that the Consultant satisfactorily performed the Services noted in the Contract Documents.

ARTICLE 2 - ENUMERATION OF CONTRACT DOCUMENTS

The term "Contract Documents" shall include all RFP Documents and any addenda/exhibits thereto; all Specifications; this Agreement, any duly executed amendments, addenda, and/or exhibits hereto; and any and all Change Orders.

ARTICLE 3 - SERVICES

The Consultant's responsibility under this Agreement is to provide any and all labor, materials, equipment, transportation, and supervision necessary to conduct a comprehensive feasibility study including a market analysis and economic impact assessment and propose three alternatives for the design and location of a multi-use facility, as specified in the Scope of Work, submitted by the Consultant, approved by the County in accordance with RFP No: 18-26 and as otherwise provided in the Contract Documents..

Services provided by the Consultant shall be under the general direction of St. Johns County Tourism and Cultural Development Department or other authorized County designee, who shall act as the County's representative throughout the duration of this Agreement.

ARTICLE 4 – SCHEDULE

The Consultant shall perform the required Services according to the schedule submitted and approved by the County. No changes to said schedule shall be made without prior written authorization from the County's representative.

ARTICLE 5 – COMPENSATION/BILLING/INVOICES

- A. The County shall compensate the Consultant an amount not to exceed **Eighty-three Thousand Five Hundred Dollars (\$83,500.00)**, in accordance with the pricing proposal attached hereto as Exhibit "A-1", which shall include any and all direct and indirect costs, and reimbursable expenses. The maximum amount available as compensation to Consultant under this Agreement shall not exceed the amount stated above without the County's express written approval, and amendment to this Agreement.
- B. It is strictly understood that Consultant is not entitled to the above-referenced amount of compensation. Rather, the Consultant's compensation is based upon the Consultant's adhering to the Scope of Work, detailed in this Agreement. As such, the Consultant's compensation is dependent upon satisfactory completion and delivery of all work product and deliverables noted in the Scope of Work, and detailed in this Agreement.
- C. The Consultant shall bill the County for services satisfactorily performed, and materials satisfactorily delivered on a monthly basis. The signature of the Consultant's authorized representative on the submitted invoice shall constitute the Consultant's certification to the County that:

1. The Consultant has billed the County for all services rendered by it and any of its consultants or sub-consultants through the date of the invoice;
 2. As of the date of the invoice, no other outstanding amounts are due from the County to the Consultant for services rendered;
 3. The reimbursable expenses, if any, have been reasonably incurred; and
 4. The amount requested is currently due and owing.
- D. Though there is no billing form or format pre-approved by either the County, or the Consultant, bills/invoices submitted by the Consultant shall include a detailed written report of the Work accomplished in connection with the Scope of Work, and must be submitted with a Monthly Invoicing Form 1551, as provided by the County. The County may return a bill/invoice from the Consultant, and request additional documentation/information. Under such circumstances, the timeframe for payment will be extended by the time necessary to receive a verified bill/invoice.
- E. The Consultant's acceptance of the County's payment of an invoiced amount shall release the County from any claim by the Consultant, or by the Consultant's consultants or sub-consultants, for work performed but not invoiced during the time period indicated on the invoice for which payment was issued.
- F. Unless otherwise notified, bills/invoices should be delivered to:
- St. Johns County Tourism and Cultural Development Department
ATTN: Dena Masters
500 San Sebastian View
St. Augustine, FL 32084
- G. **FINAL INVOICE:** In order for the County and the Consultant to reconcile/close their books and records, the Consultant shall clearly indicate "Final Invoice" on the Consultant's final bill/invoice to the County. Such indication establishes that all services have been satisfactorily performed and that all charges and costs have been invoiced to the County and that there is no further Work to be performed under this Agreement.

ARTICLE 6 – TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate certifying that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current as of the date of this Agreement.

The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the Agreement.

ARTICLE 7 – ARREARS

The Consultant shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 8 – TERMINATION

- A. This Agreement may be terminated by the County without cause upon at least thirty (30) calendar days advance written notice to the Consultant of such termination without cause.
- B. This Agreement may be terminated by the County with cause upon at least seven (7) calendar days advance written notice of such termination with cause. Such written notice shall indicate the exact cause for termination.

ARTICLE 9 – NOTICE OF DEFAULT/RIGHT TO CURE

- A. Should the County fail to perform (default) under the terms of this Agreement, then the Consultant shall provide written notice to the County, which such notice shall include a timeframe of no fewer than fifteen (15) business days in which to cure the default. Failure to cure the default within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this

Agreement.

- B. Should the Consultant fail to perform (default) under the terms of this Agreement, then the County shall provide written notice to the Consultant, which such notice shall include a timeframe of no fewer than seven (7) calendar days in which to cure the default. Failure to cure the default within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.
- C. Consistent with other provisions in this Agreement, Consultant shall be paid for services authorized and satisfactorily performed under this Contract up to the effective date of termination.
- D. Upon receipt of a notice of termination, except as otherwise directed by the County in writing, the Consultant shall:
 - 1. Stop work on the date to the extent specified.
 - 2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
 - 3. Transfer all work in process, completed work, and other material related to the terminated work to the County.
 - 4. Continue and complete all parts of the work that have not been terminated.

ARTICLE 10 – PERSONNEL

The Consultant represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Work as provided in the Contract Documents. It is expressly understood that such personnel shall not be employees of, or have any contractual relationship with the County.

All Work required hereunder shall be performed by the Consultant, or under its supervision. All personnel engaged in performing the Work shall be fully qualified and, if required, authorized or permitted under federal, state and local law to perform such Work.

Any changes or substitutions in the Consultant's key personnel must be made known to the County's representative and written approval granted by the County before said change or substitution can become effective.

The Consultant warrants that all Work shall be performed by skilled and competent personnel to the highest professional standards in the field. The Consultant is responsible for the professional quality, technical accuracy, and timely completion of all work performed hereunder, and shall correct or revise any errors or deficiencies in the Work, without additional compensation.

ARTICLE 11 – SUBCONTRACTING

The County reserves the right to approve the use of any subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform the Work described in the Contract Documents. The Consultant is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to satisfactorily perform in accordance with the Contract Documents, and it is necessary to replace the subcontractor to complete the Work in a timely fashion, the Consultant shall promptly do so, subject to approval by the County.

The County reserves the right to disqualify any subcontractor, vendor, or material supplier based upon prior unsatisfactory performance.

ARTICLE 12 – FEDERAL AND STATE TAX

In accordance with Local, State, and Federal law, the County is exempt from the payment of Sales and Use Taxes. The County shall provide a tax exemption certificate to the Consultant upon request. The Consultant shall not be exempt from the payment of all applicable taxes in its performance under this Agreement. It is expressly understood by the County and by the Consultant that the Consultant shall not be authorized to use the County's Tax Exemption status in any manner.

The Consultant shall be solely responsible for the payment and accounting of any and all applicable taxes and/or withholdings including but not limited to Social Security payroll taxes (FICA), associated with or stemming from Consultant's performance under this Agreement.

ARTICLE 13 – AVAILABILITY OF FUNDS

The County's obligations under this Agreement are contingent upon the lawful appropriation of sufficient funds, for that purpose, by the St. Johns County Board of County Commissioners. Pursuant to the requirements of Section 129.07, Florida Statutes, payment made under this Agreement shall not exceed the amount appropriate in the County's budget for such purpose in that fiscal year. Nothing in this Agreement shall create any obligation on the part of the Board of County Commissioners to appropriate such funds for the payment of services provided under this Agreement during any given County fiscal year. Moreover, it is expressly noted that the Consultant cannot demand that the County provide any such funds in any given County Fiscal Year.

ARTICLE 14 - INSURANCE

The Consultant shall not commence work under this Agreement until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Consultant shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Consultant has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Consultant of its liability and obligations under this Agreement.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084

The Consultant shall maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate to protect the Consultant from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the Consultant or by anyone directly employed by or contracting with the Consultant.

The Consultant shall maintain during the life of this Agreement, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

The Consultant shall maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Consultant from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Consultant or by anyone directly or indirectly employed by a Consultant.

The Consultant shall maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees (if three or more) per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

ARTICLE 15 - INDEMNIFICATION

The Consultant shall indemnify and hold harmless the County and its officers and employees from claims, liabilities, damages, losses, and costs, including court costs, expert witness and reasonable professional consultation services, and reasonable attorneys' fees, arising out of and to the extent of the Consultant's errors, omissions, or negligence. The Consultant shall not be liable to, nor be required to indemnify the County for, any portions of damages arising out of any error, omission, or negligence of the County or its officers and employees.

ARTICLE 16 – SUCCESSORS AND ASSIGNS

The County and the Consultant each binds itself and its partners, successors, executors, administrators and assigns to the

other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the County nor the Consultant shall assign, sublet, convey or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Consultant.

ARTICLE 17 – NO THIRD PARTY BENEFICIARIES

It is expressly understood by the County, and the Consultant, and this Agreement explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

ARTICLE 18 – REMEDIES

No remedy herein conferred upon any party is intended to be exclusive, or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

ARTICLE 19 – CONFLICT OF INTEREST

The Consultant represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder. The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the County, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the County, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the Consultant.

The County agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notification by the Consultant. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the County shall so state in the notification and the Consultant shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Consultant under the terms of this Agreement.

ARTICLE 20 – EXCUSABLE DELAYS

The Consultant shall not be considered in default by reason of any delay in performance if such delay arises out of causes reasonably beyond the Consultant's control and without its fault or negligence. Such cases may include, but are not limited to: acts of God; the County's omissive and commissive failures; natural or public health emergencies; freight embargoes; and severe weather conditions.

If delay is caused by the failure of the Consultant's subcontractor(s) to perform or make progress, and if such delay arises out of causes reasonably beyond the control of the Consultant and its subcontractor(s) and is without the fault or negligence of either of them, the Consultant shall not be deemed to be in default.

Upon the Consultant's request, the County shall consider the facts and extent of any delay in performing the work and, if the Consultant's failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Agreement shall be revised accordingly; subject to the County's right to change, terminate, or stop any or all of the Work at any time.

ARTICLE 21 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The Consultant shall deliver to the County for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the County under this Agreement.

All written and oral information not in the public domain, or not previously known, and all information and data obtained, developed, or supplied by the County, or at its expense, shall be kept confidential by the Consultant and shall not be disclosed to any other party, directly or indirectly, without the County's prior written consent, unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased under this Agreement, or at the County's expense, shall be and remains the County's property and may be reproduced and reused at the discretion of the County.

The County and the Consultant shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to, any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

ARTICLE 22 – INDEPENDENT CONSULTANT RELATIONSHIP

The Consultant is, and shall be, in the performance of all work services and activities under this Agreement, an independent consultant, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times and in all places be subject to the Consultant's sole direction, supervision, and control.

The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Consultant's relationship and the relationship of its employees to the County shall be that of an independent consultant and not as employees or agents of the County. The Consultant does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 23 – CONTINGENT FEES

Pursuant to Section 287.055(6), Florida Statutes, the Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

Violation of this section shall be grounds for termination of this Agreement. If this Agreement is terminated for violation of this section, the County may deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or other consideration.

ARTICLE 24 – ACCESS AND AUDITS

The Consultant shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon five (5) days written notice.

ARTICLE 25 – NONDISCRIMINATION

The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

ARTICLE 26 – ENTIRETY OF CONTRACTUAL AGREEMENT

The County and the Consultant agree that this Agreement, signed by both parties sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein, or are incorporated by reference into this Agreement. None of the provisions, terms, conditions, requirements, or responsibilities noted in this Agreement may be amended, revised, deleted, altered, or otherwise changed, modified, or superseded, except by written instrument, duly executed by authorized representatives of both the County, and the Consultant.

ARTICLE 27 – ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute,

breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 28 – COMPLIANCE WITH APPLICABLE LAWS

Both the County and the Consultant shall comply with any and all applicable laws, rules, regulations, orders, and policies of the County, State, and Federal Governments.

ARTICLE 29 – AUTHORITY TO PRACTICE

The Consultant hereby represents and warrants that it has and shall continue to maintain all licenses and approvals required to conduct its business, and that it shall at all times, conduct its business activities in a reputable manner.

ARTICLE 30 – SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 31 - AMENDMENTS AND MODIFICATIONS

No amendments or modifications of this Agreement shall be valid unless in writing and signed by each of the parties.

The County reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the County's notification of a contemplated change, the Consultant shall: (1) if requested by the County, provide an estimate for the increase or decrease in cost due to the contemplated change; (2) notify the County of any estimated change in the completion date; and (3) advise the County in writing if the contemplated change shall effect the Consultant's ability to meet the completion dates or schedules of this Agreement. If the County instructs in writing, the Consultant shall suspend work on that portion of the project, pending the County's decision to proceed with the change. If the County elects to make the change, the County shall issue a Change Order for changes, or a contract change order, if the original contract is to be changed or amended the Consultant shall not commence work on any such change until such written change order has been issued and signed by each of the parties.

ARTICLE 32 – FLORIDA LAW & VENUE

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be held in St. Johns County, Florida.

ARTICLE 33 – ARBITRATION

The County shall not be obligated to arbitrate or permit any arbitration binding on the County under any of the Contract Documents or in connection with the project in any manner whatsoever.

ARTICLE 34 - NOTICES

All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the County shall be mailed to:

St. Johns County Purchasing Department
Attn: **Jaime Locklear, MPA, CPPB, FCCM, Assistant Purchasing Manager**
500 San Sebastian View
St. Augustine, FL 32084

and if sent to the Consultant shall be mailed to:

C.H. Johnson Consulting, Inc.
Attn: **Mr. Charles H. Johnson IV**
6 East Monroe Street, Fifth Floor
Chicago, IL 60603

ARTICLE 35 - HEADINGS

The heading preceding the articles and sections herein are solely for convenience of reference and shall not constitute a part of this Agreement, or affect its meaning, construction or effect.

ARTICLE 36 –PUBLIC RECORDS

- A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
- B. In accordance with Florida law, to the extent that Contractor's performance under this Contract constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:
- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
 - (2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the County; and
 - (4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services.

If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

Failure by the Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 500 San Sebastian View, St. Augustine, FL 32084, (904) 209-0805, publicrecords@sjcfl.us

ARTICLE 37 – USE OF COUNTY LOGO

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, the Consultant may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval St. Johns County, Florida.

ARTICLE 38 – SURVIVAL

It is explicitly noted that the following provisions of this Agreement, to the extent necessary, shall survive any suspension,

termination, cancellation, revocation, and/or non-renewal of this Agreement, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, and/or non-renewal: (1) Truth-in-Negotiation; (2) Federal and State Taxes; (3) Insurance; (4) Indemnification; (5) Access and Audits; (6) Enforcement Costs; and (7) Access to Records.

ARTICLE 39 – AUTHORITY TO EXECUTE

Each party represents that it has the lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party’s authorized representative shown below.

IN WITNESS WHEREOF, authorized representatives of the COUNTY, and CONSULTANT have executed this Contract Agreement on the day and year below noted.

ST. JOHNS COUNTY, FL:

CONSULTANT:

Jaime T. Locklear, MPA, CPPB, FCCM
Printed Name of County Representative

C.H. Johnson Consulting, Inc.
Company Name

Assistant Purchasing Manager
Title of County Representative

Signature of Consultant Representative

Signature County Representative

Printed Name & Title

Date of Execution

Date of Execution

**ATTEST:
ST. JOHNS COUNTY, FL
CLERK OF COURT**

Deputy Clerk

Date of Execution

LEGALLY SUFFICIENT

Deputy County Attorney

Date of Execution

EXHIBIT "A"

RFP NO: 18-26; SJC ARTS AND CULTURAL CENTER MARKET ANALYSIS AND FEASIBILITY STUDY

BASIS OF COMPENSATION

Basis of compensation shall be made in accordance with the Total Proposed Amount and the Hourly Rates Per Deliverable as submitted in the RFP Package. The approved prices shall include all direct costs, indirect costs, and reimbursable expenses necessary to complete the scope of work. Requests for additional services or additional line items shall be submitted in writing and approved by St. Johns COUNTY *prior* to any work being implemented and shall be added to the applicable Contract Amendment.

EXHIBIT "A-1"

RFP NO: 18-26; SJC ARTS AND CULTURAL CENTER MARKET ANALYSIS AND FEASIBILITY STUDY

CONSULTANT'S PRICING PROPOSAL

ITEMIZED PRICING SCHEDULE FOR TASK DELIVERABLES

HOURLY RATES PER DELIVERABLE

| TASK/DELIVERABLE | HOURLY RATE | X | TOTAL # OF HOURS PROPOSED | = | TOTAL COST TO COUNTY |
|---|--------------------|----------|----------------------------------|----------|-----------------------------|
| Task # 1: Familiarization and Project Initiation | | | | | |
| Memo with Inventory of all Materials and data sources reviewed | \$ 200.00 | X | 12.5 | = | \$ 2,500.00 |
| Memo summarizing relevant findings | \$ 200.00 | X | 50 | = | \$ 10,000.00 |
| Task # 2: Arts and Cultural Center Concept Plans | | | | | |
| Report outlining recommendations for the three alternative facility concept plans including a summary of the analysis of economic and demographic aspects of the overnight tourism base and the data on competitive facilities within 100 miles of St. Johns County | \$ 200.00 | X | 62.5 | = | \$ 12,500.00 |
| Diagrams showing the layout / configuration of the three alternative facility concepts | \$ 200.00 | X | 87.50 | = | \$ 17,500.00 |
| Report of estimated order of magnitude costs for the three facility concept plans | \$ 200.00 | X | 25 | = | \$ 5,000.00 |
| Report of financial analysis projecting the estimated operating costs of the three concept plans | \$ 200.00 | X | 50 | = | \$ 10,000.00 |
| Task # 3: Financial Viability Assessment | | | | | |
| Report of estimated venue/space rental fees | \$ 200.00 | X | 25 | = | \$ 5,000.00 |
| If applicable, report of recommendations for potential target markets or strategies to improve financial viability | \$ 200.00 | X | 25 | = | \$ 5,000.00 |
| Task # 4: Economic Impact Analysis | | | | | |
| Report of the economic impact of an arts and cultural center on St. Johns County | \$ 200.00 | X | 37.5 | = | \$ 7,500.00 |
| Task # 5: Final Report and Presentation | | | | | |
| Final report: 12 printed copies, 1 electronic copy | \$ 200.00 | X | 17.5 | = | \$ 3,500.00 |
| Presentation to the Tourist Development Council and Board of County Commissioners | \$ 200.00 | X | 25 | = | \$ 5,000.00 |
| TOTAL COST FOR ALL DELIVERABLES (TASK #s 1 - 5) | | | | | \$ 83,500.00 |
| Total of itemized deliverables must equal Total Proposed Amount on previous page of the official Pricing Proposal Form | | | | | |

EXHIBIT “B” – SCOPE OF SERVICES

A. GENERAL SCOPE OF WORK

St. Johns County is seeking a consultant or firm to conduct a comprehensive feasibility study including a market analysis and economic impact assessment and propose three alternatives for the design and location of a multi-use facility. An arts and cultural center, which may include space for performance art, exhibition space, studio/classroom space, administrative offices, retail space, public space and green space, has been recommended by multiple County studies as a way to further grow local tourism by diversifying the range and type of experiences available to visitors. Because of County tourism use patterns and the diversity of tourism attractions across the county, this study will provide information to assist in deciding if further steps should be made towards developing an arts and cultural center and if so what that development might look like (i.e. a single large center, several smaller centers, etc.).

B. SCOPE OF SERVICES

The goal of this study is to take a subject of substantial community interest and determine the financial and market feasibility as well as the economic benefit. This study seeks to:

- Analyze existing performing, exhibition and studio space in St. Johns County;
- Estimate market demand for performing, exhibition and studio space in St. Johns County;
- Identify potentially competing venues within 100 miles radius of St. Johns County;
- Develop three facility development concept plans (e.g. facility size, square footage of property, approximate location in the county, use of space, number of seats for performance space, number of studios/galleries, number of parking spaces, etc.);
- Estimate feasible venue/space rental fees based on potential tenants;
- Estimate rough order of magnitude costs to develop each of the three concept plans; and
- Project annual revenue and operational costs for each of the three concept plans.

The Consultant must propose a timeline as part of the submittal.

Task 1 – Familiarization and Project Initiation

- Preliminary meeting or phone conference with St. Johns County staff and County’s cultural marketing Consultant to confirm goals of the project;
- Identify and review relevant studies including the St. Johns County Destination Marketing Report (2008) and the St. Johns County Tourism Development Strategic Plan (2017), as well as performing art or art and cultural center studies undertaken in regions of similar size and demographics that may provide relevant data;
- Interview Tourism Development Council board members and community industry leaders as appropriate;
- Conduct at least two (2) focus group meetings with stakeholders in the local arts and culture field to gather input on existing facilities and perceived needs;
- Analyze existing performance space within the County taking into consideration the size, availability, cost of rental, use of the facilities and supporting amenities such as parking and restaurants. The County will provide the Consultant with a list of performance space facilities;
- Review information provided by the County on existing performance venues and exhibition/studio space in the County;
- Compile a list of performing art venues and art exhibition/studio space within 100 miles radius of St. Johns County; and

- Summarize relevant tourism trends in arts and cultural center industry.

Deliverables for Task 1:

- Memo with inventory of all materials and data sources reviewed; and
- Memo summarizing relevant findings.

Memos shall be reviewed with County TDC staff before beginning further work on subsequent tasks.

Task 2 – Arts and Cultural Center Concept Plans

- Evaluate the economic and demographic aspects of St. Johns County’s primary overnight tourism base (i.e. individuals living within 100 miles of St. Johns County) and identify key factors for consideration when developing an arts and culture center
- Assess level of competition for both content and visitation from comparable and competitive facilities within 100 miles (i.e. low competition, moderate competition, high competition)
- Based on gathered information and input from stakeholders and County staff, develop three alternative facility concept plans outlining recommended types of use, overall facility square footage, amount of space dedicated to each use type, number of seats/studios/galleries, number of parking spaces, recommended approximate location(s) in the county, parcel size requirements, etc. Concept plans shall consider all aspects of use including but not limited to access and loading needs. Consultant will meet with County staff to go over a preliminary recommendation for the three alternative facilities to get County staff input on the alternatives and ensure that the alternatives are amenable.
- Provide diagrams showing the layout/configuration of the three alternative facility concepts
- Prepare an order of magnitude cost estimate for each of the three concept plans. The cost estimate shall include and be broken down by:
 1. Acquisition
 2. Site preparation
 3. Design and permitting costs
 4. Construction costs
 5. Furniture, fixtures, equipment
 6. Annual recurring facility maintenance
- Prepare a financial analysis projecting the estimated operating costs and expenses of each facility over a 10-year period for each of the three concept plans. This analysis should focus on the variation in estimated operational costs between the concept plans.

Deliverables for Task 2:

- Report outlining recommendations for the three alternative facility concept plans including a summary of the analysis of economic and demographic aspects of the overnight tourism base and the data on competitive facilities within 100 miles of St. Johns County;
- Diagrams showing the layout/configuration of the three alternative facility concepts;
- Report of estimated order of magnitude costs for the three facility concept plans; and
- Report of financial analysis projecting the estimated operating costs of the three concept plans.

Task 3 – Financial Viability Assessment

- Complete an assessment of 8 to 12 potential primary tenants' ability to pay venue/space rental fees based on organizations financial capacity. County will provide the list of consenting potential tenants to be assessed.
- Based on the stated financial capacity of potential primary and estimated financial capacity of the secondary tenants, identify a feasible venue/space rental fee rate structure. If different, estimate the venue/space rental fee rate structure required to make the arts and cultural center financially viable.
- If the arts and cultural center is not believed to be financially viable based on primary tenants in the local market, provide general recommendations of potential target markets or strategies which may improve the financial viability of the facility.

Deliverables for Task 3:

- Report of estimated venue/space rental fees; and
- If applicable, report of recommendations for potential target markets or strategies to improve financial viability.

Task 4 – Economic Impact Analysis

- The Consultant shall complete an economic analysis identifying the costs and benefits that an arts and cultural center may have on St. Johns County with an emphasis on county tourism. Any differences in the economic impact of the three facility concept plans should be presented in a comparative manner. The analysis should take into consideration both direct and indirect economic impacts including but not limited to tourist development tax revenues, sales and property tax revenue, job creation and support, infrastructure maintenance, etc. This evaluation should provide sufficient information to make a decision on next steps and rank the potential economic and fiscal efficiency of each of the alternatives identified.

Deliverables for Task 4:

- Report of the economic impact of an arts and cultural center on St. Johns County

Task 5 – Final Report and Presentation

- The Consultant shall submit a final report to the County which addresses all of the tasks outlined in the scope of work and includes an executive summary. The Consultant shall supply twelve (12) printed copies of the final report and one digital copy (pdf format) of the final report including any appendices and exhibits;
- The Consultant shall present the report to the Tourist Development Council at a regularly scheduled meeting; and
- The Consultant shall present the report to the Board of County Commissioners at a regularly scheduled meeting.

Deliverables for Task 5:

- Final report: twelve (12) printed copies, and one (1) electronic copy; and
- Presentation to the Tourist Development Council and Board of County Commissioners



St. Johns County Board of County Commissioners

Purchasing Division

NOTICE OF INTENT TO AWARD - REVISED

January 26, 2018

RE: RFP 18-26 SJC Arts and Cultural Center Market Analysis and Feasibility Study

Please be advised that the Purchasing Department of St. Johns County is issuing this notice of its Intent to Award a contract, after successful negotiations, to C.H. Johnson Consulting, Inc. as the top ranked firm under RFP 18-26 SJC Arts and Cultural Center Market Analysis and Feasibility Study. This notice will remain posted on the **St. Johns County Purchasing Department bulletin board** until 5:00PM, Monday, January 29, 2018.

Any person (including any bidder or proposer) who is, or claims to be, adversely affected by the County's decision or proposed decision shall file a written Notice of Protest with the Purchasing Department of St. Johns County within 72 hours after the posting of the notice of decision or proposed decision. Failure to file a Notice of Protest within the time prescribed in Section 304.10 of the St. Johns County Purchasing Manual (the Bid Protest Procedure), or failure to post the bond or other security required by the County within the time allowed for filing a bond, shall constitute a waiver of proceedings and a waiver of the right to protest. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated herein by reference and are fully binding.

Should the Purchasing Department receive no protests in response to this notice, an agenda item will be submitted to the St. Johns County Board of County Commissioners for their consideration and subsequent approval to award a contract.

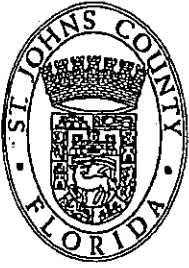
Please forward all correspondence, requests or inquiries directly to Diana M. Fye, AS, CPPB, Procurement Coordinator at dfye@sjcfl.us.

Sincerely,
St. Johns County
Board of County Commissioners

Date: _____

County Representative Signature

Jaime T. Locklear, MPA, CPPB, FCCM
Assistant Purchasing Manager
(904) 209-0158 – Direct
(904) 209-0159 – Fax
jlocklear@sjcfl.us



**ST. JOHNS COUNTY
PURCHASING DEPARTMENT**

500 San Sebastian View
St. Augustine, Florida 32084

I N T E R O F F I C E M E M O R A N D U M

TO: Tera Meeks, Tourism & Cultural Development Director, SJC Tourist Development Council

FROM: Diana M. Fye, CPPB, Procurement Coordinator

SUBJECT: RFP 18-26, SJC Arts and Cultural Center Market Analysis and Feasibility

DATE: January 11, 2018

Attached please find a copy of the RFP Evaluation Summary Sheet for your file as recorded and verified at the Evaluation Committee Meeting.

Please review, evaluate and make a written recommendation for this project. Also, indicate the budgeted amount for this item along with the appropriate charge code and return to my attention as soon as possible.

Please let me know if I can assist your department in any other way.

Dept. Approval *T. Meeks*

Date *1/11/18*

Budget Amount *\$83,500*

Account Funding Title *Professional Fees*

Funding Charge Code *1149 53100*

Award to *C.H. Johnson Consulting, Inc.*

Award Amount *\$83,500*

EVALUATION SUMMARY SHEET

ST. JOHNS COUNTY, FLORIDA

Date: January 11, 2018
 RFP: RFP # 18-26 SJC Arts and Cultural
 Center Market Analysis and
Feasibility Study

| FIRM | RATER Dena Masters | RATER Ryan Murphy | RATER Sydney Lindblad | RATER Lauren Falcey | RATER Kelly Dobbins | TOTAL | RANK | COMMENTS |
|-------------------------------|--------------------------|-------------------------|-----------------------------|---------------------------|------------------------|-------|------|----------|
| AMS Planning & Research | 75 | 74 | 73 | 80 | 72 | 374 | 3 | |
| C.H. Johnson Consulting, Inc. | 88 | 84 | 88 | 84 | 78 | 422 | 1 | |
| Vavarde, LLC | 53 | 62 | 48 | 56 | 54 | 273 | 4 | |
| Web Management Services | 68 | 82 | 65 | 95 | 83 | 393 | 2 | |

APPROVED: Purchasing Manager

Tourism and Cultural Development Director

J. James Halloran 1/11/18
J. Meade

NOTE:

THE RANKING SHOWN ABOVE MUST BE FOLLOWED UNLESS SPECIAL CONDITIONS MERIT A CHANGE IN THE NEGOTIATING ORDER, IN THIS CASE, THE SPECIAL CONDITIONS MUST BE EXPLAINED IN DETAIL IN THE COMMENTS SECTION OR ATTACHED TO THIS RANKING SHEET.

POSTING TIME/DATE FROM ^{3:00 PM} 12:00 January 12, 2018, UNTIL ^{3:00 PM} 12:00 January 17, 2018.

ANY RESPONDENT AFFECTED ADVERSELY BY AN INTENDED DECISION WITH RESPECT TO THE AWARD OF ANY REQUEST FOR PROPOSAL, SHALL FILE WITH THE PURCHASING DEPARTMENT FOR ST. JOHNS, A WRITTEN NOTICE OF INTENT TO FILE A PROTEST NOT LATER THAN SEVENTY-TWO (72) HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL HOLIDAYS) AFTER THE POSTING OF THE SUMMARY SHEET. PROTEST PROCEDURES MAY BE OBTAINED IN THE PURCHASING DEPARTMENT.

PART VII: ATTACHMENTS/FORMS

**REQUEST FOR PROPOSALS (RFP) NO: 18-26
SJC ARTS AND CULTURAL CENTER MARKET ANALYSIS AND FEASIBILITY STUDY**

COVER PAGE

**SUBMIT ONE (1) HARD-COPY ORIGINAL
AND ONE (1) EXACT ELECTRONIC COPY ON USB DRIVE TO:**

**PURCHASING DEPARTMENT
ST. JOHNS COUNTY
500 SAN SEBASTIAN VIEW
ST. AUGUSTINE FLORIDA 32084
ATTN: Diana M. Fye, CPPB, Procurement Coordinator**

FULL LEGAL NAME OF COMPANY: C.H. Johnson Consulting, Inc.

MAILING ADDRESS: 6 E. Monroe St., 5th Floor, Chicago, IL 60603

CONTACT EMAIL ADDRESS: cjohnson@chjc.com

DATE: 12/9/17

December 21, 2017

Diana M. Fye
CPPB, Procurement Coordinator
St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine, FL 32084

Re: RFP NO: 18-26 SJC Arts and Cultural Center Market Analysis and Feasibility Study

Dear Ms. Fye and Members of the Evaluation Committee:

On behalf of C. H. Johnson Consulting ("**Johnson Consulting**"), and our subconsulting team member **DLR Group** ("Consulting Team"), I am pleased to present this proposal to St. Johns County for professional consulting services for a new arts and cultural center. This well-qualified Team was assembled to ensure that St. Johns County's investment in this project will maximize value — not just economic value, but also how to enhance significantly the vibrancy of the County's cultural arts offerings, provide affordable working space for artists and help to develop and support the robust local arts and culture tourism industry. Johnson Consulting was recently awarded a Sports Tourism Study by St. Johns County and we would welcome the opportunity to deepen our relationship with the County and contribute to the community's continued growth and vitality through this important project.

Johnson Consulting, headquartered in Chicago, IL and established in 1996, is an internationally regarded real estate and hospitality consulting firm that offers specialized expertise in the development, improvement and operation of performing art and cultural centers, convention centers, multi-purpose venues, arenas, entertainment complexes, and other public assembly facilities and districts. We are noted for working with communities seeking to elevate their residents' lives and visitors' experiences through cultural arts real estate development and redevelopment. Johnson Consulting has worked on over 1,000 mixed-use, civic, academic, and performing and visual arts facilities throughout the U.S. and abroad. We have performed a vast array of consulting services, which includes feasibility analysis, site selection, financing strategy, and performance and operational reviews. The results of our analysis will inform the ideal facilities to suit your cultural and economic needs and provide an essential foundation for fundraising efforts.

Our response highlights the breadth and depth of our Consulting Team's experience, dedication and approach. Our unique qualifications include the following:

- Johnson Consulting's advisory practice ensures that our Clients receive the highest objective analysis;
- Proven collaborative processes that engages the community and utilizes market data with precise analytics so that our Clients can confidently make the most informed decisions;
- Consulting on over 100,000 performing arts center seats around the country, preparing work that encompasses market assessment, demand projections, economic impact analysis, funding strategies, programming, design, site analysis, financial projections, business modeling, implementation strategies, and;
- Numerous similar engagements with cities, counties, convention bureaus, and public agencies, which have achieved successful outcomes based on our recommendations.



Experts in Convention, Hospitality,
Sports and Real Estate Consulting.

Ms. Diana M. Fye
December 21, 2017
Page Two

Our Clients' successful outcomes are a testament to our expertise in analyzing data and developing plans that are implementable and economically sustainable and uniquely tailored to each community. Recent relevant projects in Florida include our past work with the Capitol Theater and Ruth Eckerd Hall in Clearwater, an analysis for a proposed performing arts center in Doral, FL, and our current work in Broward County and Marion County. We have also conducted similar projects for The Gaillard Center in Charleston, SC; as well as feasibility and economic analyses of arts and cultural facilities in Sandy Springs, GA, and Burnsville, MN, among others. Our work with the City of Burnsville, MN, a suburb of Minneapolis, on its "Heart of the City" project included a 1,000-seat theater that won the National Mayor's Conference Community Project of the Year Award.

To supplement our expertise, we have assembled a team of performing art center design and planning specialists that are noted throughout the country and internationally for their integrated design services and expertise in cultural center design.

DLR Group is a national, full-service architecture and engineering firm with a local office in Orlando, FL. Their experience in designing for the arts spans five decades encompassing work on more than 250 performance facilities, including many for community performing arts centers serving multiple performance types and diverse audience interests. **DLR Group will assist the consulting team by providing architectural programming and conceptual plans informed by their experience in planning, programming, and designing performing arts facilities. We understand that this study serves as a planning tool for a future phase.** DLR Group will provide St. Johns County three conceptual plans to help define what type of arts and cultural facility the County should consider as the project moves forward. DLR Group has been following the progression of a new performing arts center for St. Johns County for almost two years, and they have met with local performing arts organizations to understand the state of the arts in St. Johns County.

Performing arts facilities have proven to grow local and regional tourism, and a new center will help diversify the range and type of experience available to visitors. Our recommendations will focus on St. Johns County's goals of attracting patrons from across the region, serving as a home for community arts organizations, and contributing to the County's vision and sense of community pride.

This is an exciting project for us, and we sincerely thank you for consideration. If we may provide you with any additional information or answer any questions, please do not hesitate to contact me at 312.447.2001 or cjohnson@chjc.com. We are available to begin work immediately and commit to delivering the highest quality product within a timeframe that meets your needs. We truly look forward to the opportunity of serving you.

Sincerely,
C.H. Johnson Consulting, Inc.

Charles H. Johnson IV, President

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**SECTION 3: COMPANY & STAFF
QUALIFICATIONS AND RESOURCES**



REQUEST FOR PROPOSALS (RFP) NO: 18-26
 SJC ARTS AND CULTURAL CENTER MARKET ANALYSIS AND FEASIBILITY STUDY

ATTACHMENT "3-A"

LICENSES, PERMITS, CERTIFICATIONS

DLR Group inc. dba DLR Group | Westlake Reed Leskosky (a Florida corporation)

In the space below, each Respondent shall list all current licenses, permits and/or certifications held relative to the required services as provided herein.

Each Respondent shall attach a copy of each current license, permit and/or certification listed below to his/her proposal as instructed.

| License Name | License # | Issuing Agency | Expiration Date |
|--------------------------|------------|---|-----------------|
| Architect Firm COA | AAC001829 | State of Florida Dept. of Business and Professional Regulation, Bd. of Architecture & Interior Design | 02/28/2019 |
| Engineering Firm COA | 6518 | State of Florida Board of Professional Engineers | 02/28/2019 |
| Interior Design Firm COA | IB26001067 | State of Florida Dept. of Business and Professional Regulation, Bd. of Architecture & Interior Design | 02/28/2019 |
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ARCHITECT FIRM COA

RICK SCOTT, GOVERNOR



MATILDE MILLER, INTERIM SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF ARCHITECTURE & INTERIOR DESIGN

| | |
|-----------------------|--|
| LICENSE NUMBER | |
| AAC001829 | |

The ARCHITECT CORPORATION
Named below IS CERTIFIED
Under the provisions of Chapter 481 FS.
Expiration date: FEB 28, 2019

DLR GROUP, INC.
100 EAST PINE ST.
SUITE 404
ORLANDO, FL 32801-2761





ISSUED: 01/18/2017
DISPLAY AS REQUIRED BY LAW
SEQ # L1701180001389

ENGINEERING FIRM COA

State of Florida

Board of Professional Engineers




Attest that
DLR Group, Inc.

Is authorized under the provisions of Section 471.023, Florida Statutes, to offer engineering services to the public through a Professional Engineer, duly licensed under Chapter 471, Florida Statutes.

Expiration: 2/28/2019

Audit No: 228201901070 R



FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

CA Lic. No:
6518

INTERIOR DESIGN FIRM COA

RICK SCOTT, GOVERNOR



MATILDE MILLER, INTERIM SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF ARCHITECTURE & INTERIOR DESIGN

| | |
|-----------------------|--|
| LICENSE NUMBER | |
| 1B25001057 | |

The INTERIOR DESIGN CORPORATION
Named below IS CERTIFIED
Under the provisions of Chapter 481 FS.
Expiration date: FEB 28, 2019

DLR GROUP, INC.
100 EAST PINE STREET
SUITE 404
ORLANDO, FL 32801-2761

ISSUED: 01/18/2017
DISPLAY AS REQUIRED BY LAW
SEQ # L1701180001459



**REQUEST FOR PROPOSALS (RFP) NO: 18-26
SJC ARTS AND CULTURAL CENTER MARKET ANALYSIS AND FEASIBILITY STUDY**

Full Legal Company Name: C.H. Johnson Consulting, Inc.

ATTACHMENT "3-B"
CERTIFICATES OF INSURANCE
(Attach or insert copy here)

PLEASE SEE THE NEXT PAGE.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/17/2017

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

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

| | | | |
|--|--|---|--|
| PRODUCER JMB Insurance Agency, Inc. 900 N Michigan Ave, 15th Floor Chicago IL 60611 | | CONTACT NAME: Maria Alvarado PHONE (A/C No. Ext): FAX (A/C No.): (312) 577-0725 E-MAIL ADDRESS: malvarado@jmbins.com | |
| | | INSURER(S) AFFORDING COVERAGE | |
| | | INSURER A: The Hartford | |
| | | INSURER B: Hiscox Insurance Company Inc. | |
| | | INSURER C: Citizens Insurance Company of | |
| | | INSURER D: | |
| | | INSURER E: | |
| | | INSURER F: | |

COVERAGES CERTIFICATE NUMBER: Cert ID 57113 REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDITIONAL SUBROGATION | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|------------------------|---------------|-------------------------|-------------------------|--|
| C | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | | OBC9462070 | 02/17/2017 | 02/17/2018 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| B | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | OBC9462070 | 02/17/2017 | 02/17/2018 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | OBC9462070 | 02/17/2017 | 02/17/2018 | EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) (If yes, describe under DESCRIPTION OF OPERATIONS below) | Y/N N/A | 83WBCBX1868 | 11/30/2016 | 11/30/2017 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| B | Errors and Omissions | | 83KDCPY5243 | 01/06/2017 | 01/06/2018 | Aggregate \$ 4,000,000 Each Claim \$ 2,000,000 |

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

| | |
|--|--|
| CERTIFICATE HOLDER Evidence of Coverage | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE |



REQUEST FOR PROPOSALS (RFP) NO: 18-26
SJC ARTS AND CULTURAL CENTER MARKET ANALYSIS AND FEASIBILITY STUDY

Full Legal Company Name: C.H. Johnson Consulting, Inc.

ATTACHMENT "3-C"
CLAIMS, LIENS, LITIGATION HISTORY
(Complete and Submit)

- 1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or Sub-Consultant) or been sued by or had a formal claim filed by an owner, Sub-Consultant or supplier resulting from a construction dispute? Yes _____ No If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration

Amount at issue: N/A Name (s) of the attorneys representing all parties:

Amount actually recovered, if any: _____

Name(s) of the project owner(s)/manager(s) to include address and phone number:

- 2. List all pending litigation and or arbitration. None
- 3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc. None
- 4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien. None

- 5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job?

Yes _____ No If yes, please explain in detail:

- 6. For all claims filed against your company within the past five-(5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes _____ No _____ If no, please explain why? N/A

- 7. List the status of all pending claims currently filed against your company:

N/A

Liquidated Damages

- 1. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes _____ No If yes, please explain in detail:

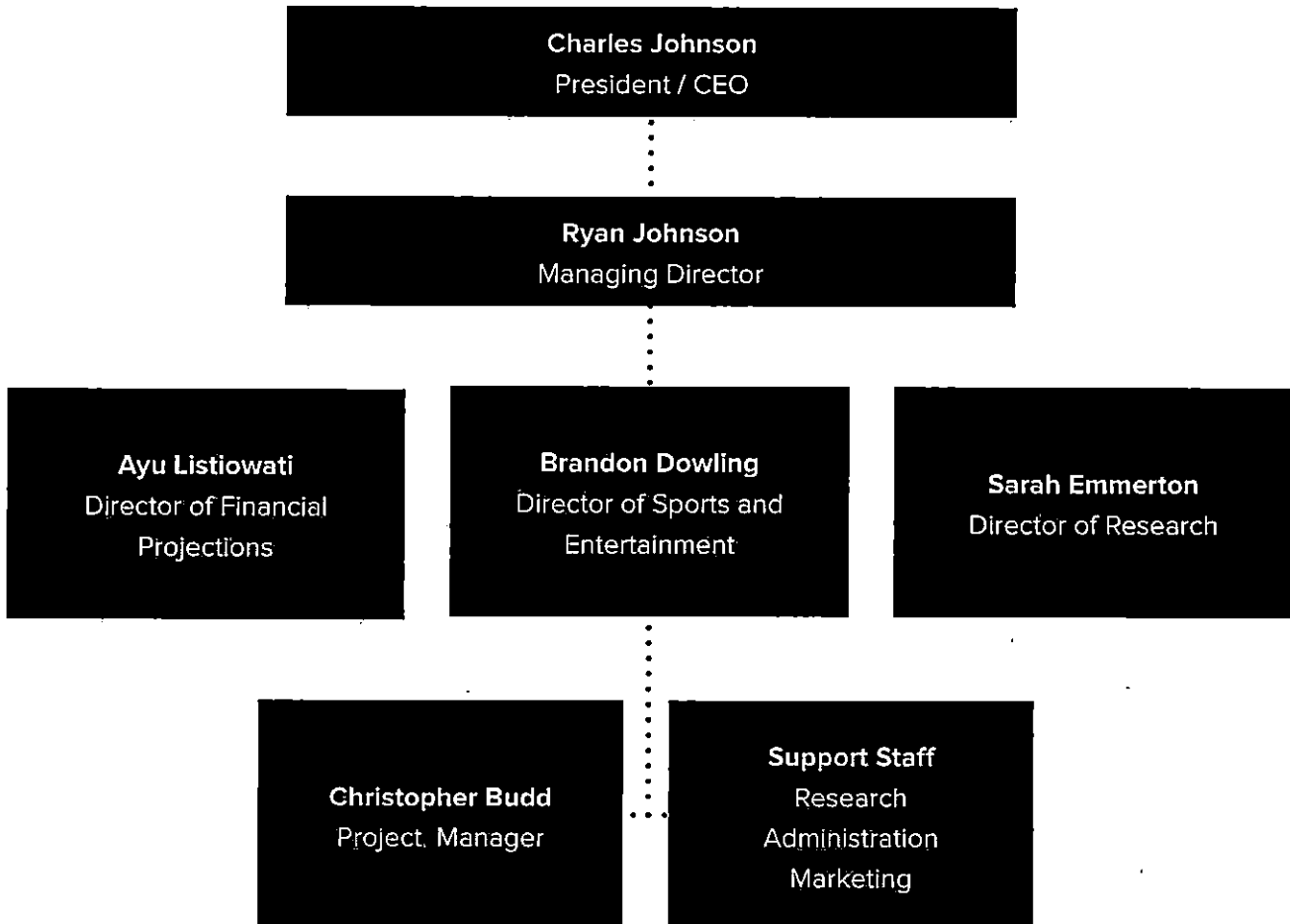
(Use additional or supplemental pages as needed)



**REQUEST FOR PROPOSALS (RFP) NO: 18-26
SJC ARTS AND CULTURAL CENTER MARKET ANALYSIS AND FEASIBILITY STUDY**

Full Legal Company Name: C.H. Johnson Consulting, Inc.

**ATTACHMENT "3-D"
COMPANY ORGANIZATION CHART
(Attach or insert copy here)**

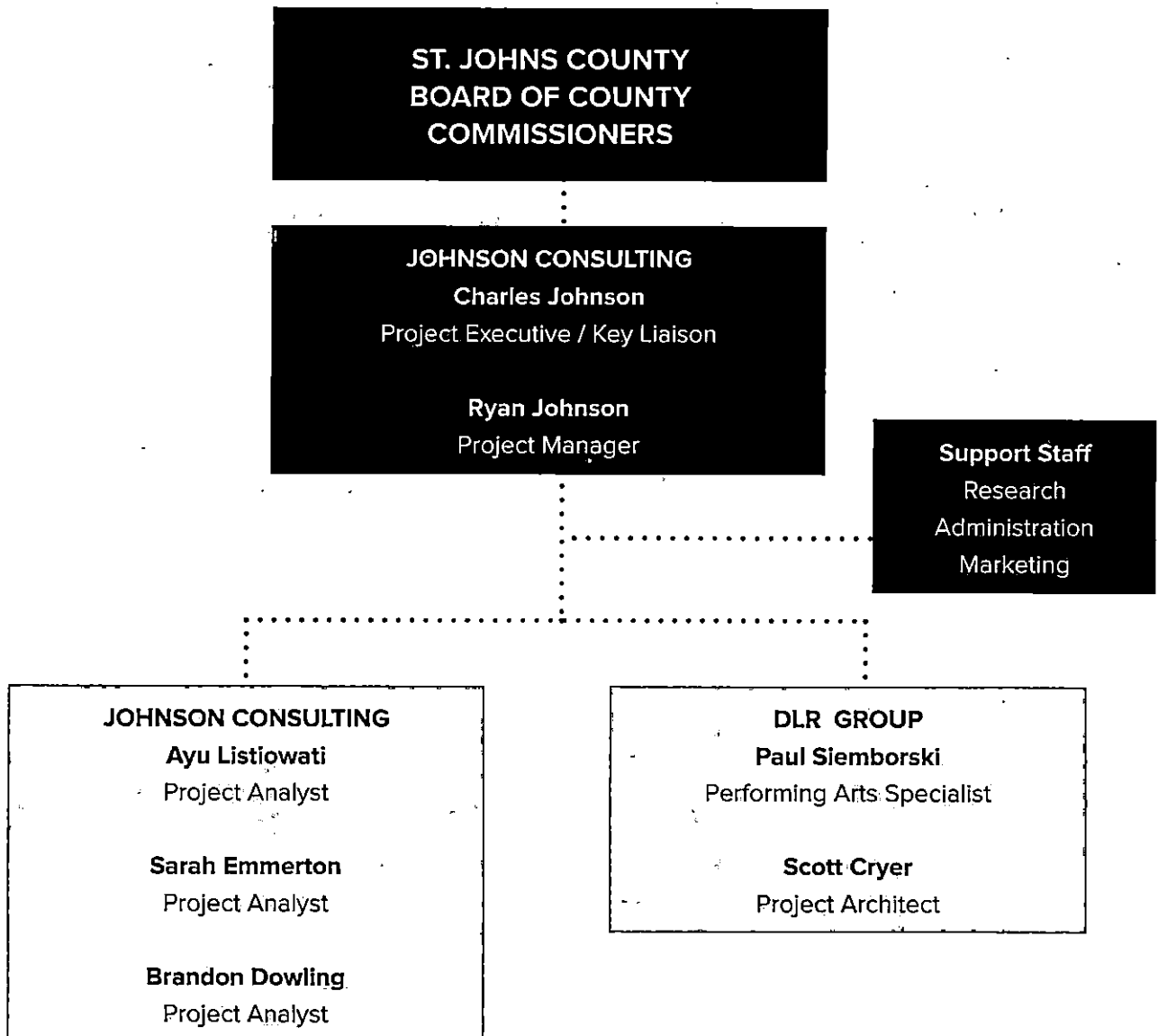




**REQUEST FOR PROPOSALS (RFP) NO: 18-26
SJC ARTS AND CULTURAL CENTER MARKET ANALYSIS AND FEASIBILITY STUDY**

Full Legal Company Name: C.H. Johnson Consulting, Inc.

**ATTACHMENT "3-E"
PROJECT TEAM ORGANIZATION CHART
(Attach or insert copy here)**





**REQUEST FOR PROPOSALS (RFP) NO: 18-26
SJC ARTS AND CULTURAL CENTER MARKET ANALYSIS AND FEASIBILITY STUDY**

Full Legal Company Name: C.H. Johnson Consulting, Inc.

**ATTACHMENT "3-F"
KEY PERSONNEL LIST**

In the space below, list all qualified personnel who are permanent employees of the company that may be utilized to perform the required scope of services. Attach brief but comprehensive resumes for each staff member listed below.

| Employee Name | Employee Title | # Years Employed | Total # Yrs. Experience |
|--------------------------------|---|------------------|-------------------------|
| Charles H. Johnson | President / CEO Project Executive | 21 | 34 |
| Ryan Johnson | Managing Director Project Manager | 11 | 15 |
| Brandon Dowling | Director of Sports and Entertainment Project Analyst | 9 | 11 |
| Sarah Emmerton | Director of Research Project Analyst | 7 | 12 |
| Ayu Listiowati | Director of Financial Projections Project Analyst | 18 | 20 |
| Paul Siemborski, AIA | Principal | 25 | 36 |
| Scott Cryer, AIA, LEED AP BD+C | Associate | 4 | 14 |
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CHARLES H. JOHNSON IV

PRESIDENT & CEO / PROJECT EXECUTIVE | JOHNSON CONSULTING



AREAS OF EXPERTISE

Performing Arts and Theatre Analysis
Tourism Strategic Planning
Hotel/ Mixed Use Development Developer Solicitation and Negotiation
Real Estate Market and Finance Economic and Fiscal Impact Analysis
Tax Revenue Projections

YEARS OF EXPERIENCE

With CHJC: 21 Years
With Other Firms: 13 Years

EDUCATION

MBA Finance
Florida State University

BA- Real Estate & Hospitality
Florida State University

PROFESSIONAL CONFERENCES & AFFILIATIONS

International Association of Venue Managers (IAVM)
Destination Management Association International (DMAI)
International City/County Management Association (ICMA)
International Economic Development Council (IEDC)
Managers World Trade Centers (MWTCA)
Association Urban Land Institute (ULI)

CONTACT INFORMATION

Charles H. Johnson IV
6 East Monroe Street, Suite 500
Chicago, IL 60603
312.447.2001
cjohnson@chjc.com
www.chjc.com

Charles is a nationally recognized theater, performing arts and cultural tourism consultant with 30+ years of experience. Prior to forming Johnson Consulting, he was National Director of KPMG Peat Marwick's Convention, Sports and Hospitality Consulting practice. He worked with Laventhol and Horwath's convention, public assembly venue and hotel consulting division, and worked as an employee of two real estate development firms that specialized in theater, conference center, hotel, and urban planning for venue development. His experience with performance and cultural facilities and public assembly development provides perspectives that stakeholders for this project will come to trust and value.

REPRESENTATIVE PROJECT EXPERIENCE

- **Clearwater, FL** – Ruth Eckerd Hall Economic and Fiscal Impact Analysis
- **Doral, FL** – Doral Performing Arts Feasibility Study
- **Miami, FL** – Arts Center & Museum, Dade Community College Market Feasibility Analysis and Financial Study
- **Alpharetta, GA** – Alpharetta Performing Arts Center Feasibility Study
- **Charleston, SC** – Gaillard Center Renovation and Expansion Analysis
- **Erie, PA** – Performing Arts Master Plan Study
- **Federal Way, WA** (Greater Seattle) Performing Arts Center Market Analysis
- **Gig Harbor, WA** – Performing Arts Center Feasibility Study
- **Highlands Ranch, CO** – Event Center / Performing and Cultural Arts Center Feasibility Study
- **McLean, VA** – Capital One Performing Arts Center Market Analysis and Financial Analysis Study
- **Sandy Springs, GA** – Sandy Springs Performing Arts Market Analysis and Financial Projections Feasibility Study
- **Village of Arlington Heights, IL** – Metropolis Theater Management and Operating Strategy Development



RYAN JOHNSON

MANAGING DIRECTOR / PROJECT MANAGER | JOHNSON CONSULTING



AREAS OF EXPERTISE

Theater and Performing Arts
Operating Strategy
Real Estate Market and Finance
Economic and Fiscal Impact
Analysis
Tax Revenue Projections
Convention Center Strategic
Planning

YEARS OF EXPERIENCE

With CHJC: 11 Years
With Other Firms: 4 Years

EDUCATION

International Studies & Finance
University of Denver, Denver, CO

PROFESSIONAL AFFILIATIONS

Destination Management
Association International (DMAI)
International Association of Venue
Managers (IAVM)
International Economic
Development Council (IEDC)
Urban Land Institute (ULI)

CONTACT INFORMATION

Ryan Johnson
6 East Monroe Street, Suite 500
Chicago, IL 60603
312.447.2001
rjohnson@chjc.com
www.chjc.com

Ryan directs the firm's performing arts center work and specializes in market research, community outreach and engagement, and facility operations. He has extensive experience in conducting market and feasibility analyses for performing arts centers, theaters, multi-purpose facilities, hospitality, and mixed-use developments.

In the last 10 years, Ryan has directed or managed nearly 50 cultural and performing art facility studies across North America. He recently completed feasibility studies for a small arts based community in Gig Harbor, WA; performing and cultural arts center in Highlands Ranch, CO; performance centers in McLean, VA, a suburb of Washington D.C.; and a proposed performing arts center in Clayton, MO.

REPRESENTATIVE PROJECT EXPERIENCE

- **Clearwater, FL** – Ruth Eckerd Hall Economic and Fiscal Impact Analysis
- **Doral, FL** – Doral Performing Arts Feasibility Study
- **Miami, FL** – Arts Center & Museum, Dade Community College Market Feasibility Analysis and Financial Study
- **Alpharetta, GA** – Alpharetta Performing Arts Center Feasibility Study
- **Clayton, MO** – Market Feasibility Study and Projections for a Proposed Performing Arts Center within the Centene Corporate Campus
- **Erie, PA** – Performing Arts Master Plan Study
- **Federal Way, WA** (Greater Seattle) – Performing Arts Center Market Analysis
- **Gig Harbor, WA** – Performing Arts Center Feasibility Study
- **Highlands Ranch, CO** – Event Center / Performing and Cultural Arts Center Feasibility Study
- **McLean, VA** – Capital One Performing Arts Center Market Analysis and Financial Analysis Study
- **South Padre Island, TX** – Proposed Amphitheater/ Entertainment Venue Market and Feasibility Study
- **San Joaquin County, CA** – Arts and Cultural Venues Destination Assessment and Advisement

AYU LISTIOWATI

DIRECTOR OF FINANCIAL PROJECTIONS & FUNDING STRATEGIES | JOHNSON CONSULTING



AREAS OF EXPERTISE

Real Estate Market and Finance
Operational Analysis and
Management
Economic and Fiscal Impact
Analysis
Tax Revenue Projections

YEARS OF EXPERIENCE

With CHJC: 17 Years
With Other Firms: 2 Years

EDUCATION

Master for Professional Study in
Real Estate, 1998
Cornell University
Ithaca, New York

Professional Degree in Architecture
University of Indonesia
Jakarta, Indonesia

CONTACT INFORMATION

Ayu Listiowati
6 East Monroe Street, Suite 500
Chicago, IL 60603
312.447.2010
allstiowati@chjc.com
www.chjc.com

Ayu has over 18 years of experience working for Johnson Consulting where she specializes in market and financial analysis for hospitality, conference, convention, and real estate projects. Her background in architecture and real estate finance uniquely equips her with a balanced understanding of what makes successful projects – both functionally and financially. She is also experienced in economic and fiscal impact analysis and has assisted both public and private organizations in revenue projections as part of Tax Increment Financing (TIF) and/or other public funding projects. In firm assignments, she leads the firm's effort in research and analytics to provide accurate market and demand projections as well as the financial analysis and economic impact projections.

REPRESENTATIVE PROJECT EXPERIENCE

- **Clearwater, FL** – Ruth Eckerd Hall Economic and Fiscal Impact Analysis
- **Doral, FL** – Doral Performing Arts Feasibility Study
- **Miami, FL** – Arts Center & Museum, Dade Community College Market Feasibility Analysis and Financial Study
- **Arlington Heights, IL** – Metropolis Theater Management and Operating Strategy Development
- **Alpharetta, GA** – Alpharetta Performing Arts Center Feasibility Study
- **Burnsville, MN** – Performing Arts Center Financial Analysis
- **DeSoto, TX** – Arts Community Market Research and Public Outreach
- **Erie, PA** – Performing Arts Master Plan Study
- **Harford County, MD** – Market Validation and Destination Assessment
- **McLean, VA** – Capital One Performing Arts Center Market Analysis and Financial Analysis Feasibility Study
- **Peoria, IL** – Peoria Civic Center Feasibility Study
- **Wheaton, IL** – Wheaton Grand Theater Market and Fiscal Analysis

SARAH EMMERTON

DIRECTOR OF RESEARCH / PROJECT ANALYST | JOHNSON CONSULTING



AREAS OF EXPERTISE

Tourism Strategic Planning
Amphitheater Studies
Hotel/ Mixed Use Development
Analyst In the Real Estate Industry
Urban Planning
Economic and Fiscal Impact
Analysis
Research
Survey Analysis
Organizational Reviews
GIS
Business Management & Client
Relations
Fairgrounds Strategy and
Operations

YEARS OF EXPERIENCE

With CHJC: 7 Years
With Other Firms: 5 Years

EDUCATION

Bachelor Urban Planning &
Development (Honors) – The
University of Melbourne, Australia

PROFESSIONAL CONFERENCES & AFFILIATIONS

Urban Land Institute (ULI)
Destination Marketing Association
International (DMAI)

CONTACT INFORMATION

Sarah Emmerton
312.447.2002
semmerton@chjc.com

Sarah joined Johnson Consulting in 2010 after working in London as a regeneration analyst with a local redevelopment authority. Prior to that, Sarah worked as a real estate analyst and consultant with a strategic real estate consulting firm in Melbourne, Australia. She has experience working across a range of different real estate markets, on a variety of projects completed on behalf of both public and private sector clients.

At Johnson Consulting, Sarah specializes in market and financial analysis and organizational strategies for hospitality and real estate projects, with a particular focus on event centers, multi-purpose entertainment venues, convention and conference centers, fairgrounds and hotels. She leads the firm in market research, case study development, and consumer and customer survey analysis. Her background in urban planning equips her with a sound understanding of how to apply the principles and practices of strategic planning to undertake projects that best respond to a community's needs and maximize the benefits for the local, regional and national economies. Sarah also has extensive experience in the use of GIS as an analytical tool.

REPRESENTATIVE PROJECT EXPERIENCE

- **Clearwater, FL** – Ruth Eckerd Hall Economic and Fiscal Impact Analysis
- **Columbia, SC** – Market and Financial Feasibility Study, and Impact Assessment for an Amphitheater
- **Erie, PA** – Performing Arts Master Plan Study
- **Lake Bluff, IL** – Market and Financial Feasibility Study, and Impact Assessment for a Multi-Purpose Event Venue
- **Richland County, NC** – Market and Financial Feasibility Study, and Impact Assessment for a Proposed Amphitheater
- **South Padre Island, TX** – Proposed Amphitheater/ Entertainment Venue Market and Feasibility Study
- **Surrey, British Columbia** – Market and Financial Feasibility Study, and Impact Assessment for a Proposed Multi-Purpose Events Center

BRANDON DOWLING

DIRECTOR OF SPORTS & ENTERTAINMENT | JOHNSON CONSULTING



Brandon specializes in market and financial analysis for public assembly facilities. He provides analysis through experience with financial modeling, research, data analytics and industry best practices. He is also experienced in economic and fiscal impact analysis and has assisted cities and communities in their application for Tax Increment Financing (TIF) and/ or other public funding.

Since joining Johnson Consulting in 2008, Brandon has completed over 75 public assembly feasibility studies, with a focus on sports and entertainment facilities.

AREAS OF EXPERTISE

Entertainment and Sports Facility Studies
Real Estate Market and Finance
Economic and Fiscal Impact Analysis
Tax Revenue Projections
Naming Rights Valuations
Business Management
Business Development and Marketing
Client Relations

YEARS OF EXPERIENCE

With CHJC: 9 Years
With Other Firms: 2 Years

EDUCATION

Business & Urban Planning—Arizona State University

PROFESSIONAL CONFERENCES & AFFILIATIONS

National Association of Sports Commissions (NASC)
International Association of Venue Managers (IAVM)
Association of Luxury Suite Directors (ALSD)
National Association of Collegiate Directors of Athletics (NACDA)
Public Private Partnership Conference (P3C)

CONTACT INFORMATION

Brandon Dowling
312.447.2008
bdowling@chjc.com

REPRESENTATIVE PROJECT EXPERIENCE

- **St. Johns County, FL** – Sports Tourism Study
- **Citrus County, FL** – Sports Tourism Strategy
- **Pasco County, FL** Wiregrass Park – Market Study for a Sports and Entertainment Complex, Including an Amphitheater.
- **DeSoto, TX** – Financial Feasibility Study for an Entertainment Venue
- **Las Vegas, NV** – Market and Financial Feasibility Studies for New Arenas and Entertainment Venues
- **Simpsonville, SC** – Market study of a Proposed Amphitheater
- **Virginia Beach VA** – Market and Financial Feasibility Studies for New Arenas and Entertainment Venues

PAUL SIEMBORSKI

PRINCIPAL, PERFORMING ARTS SPECIALIST | DLR GROUP|WRL



YEARS OF EXPERIENCE

With DLR: 25 Years
With Other Firms: 11 Years

EDUCATION

International Studies & Finance
University of Denver, Denver, CO

PROFESSIONAL AFFILIATIONS

Destination Management
Association International (DMAI)
International Association of Venue
Managers (IAVM)
International Economic
Development Council (IEDC)
Urban Land Institute (ULI)

Paul is an experienced designer with more than 30 years of experience delivering successful designs for over 100 theaters from large-scale, multi-phased projects to small-scale restorations. He plays a vital role in building and maintaining relationships, assessing client needs, and planning and design and is strongly committed to serving clients by listening to their needs and by understanding their aspirations.

Paul has successfully led teams of design professionals and consultants from project inception to project completion. He works closely with project leadership and key stakeholders to determine project goals, budget, design intent, and relevant long-term impact of the facility. He is versed in organizing and leading consultants strategic to the project goals, including financial and market analysts.

REPRESENTATIVE PROJECT EXPERIENCE

- **Roswell Arts Fund; Roswell, GA** – Feasibility Study for New Performing Arts Center
- **ArtsBlock; Wausau, WI** – Restoration of 1927 Theater and Connection with Renovation of Adjacent Historic Buildings Creates Multi-Venue, Multi-Purpose Arts Center
- **Coronado Theatre; Rockford, IL** – Restoration and Adaptive Reuse of Venue for Theater, Music, Dance, and Cinema
- **Columbia Theatre; Paducah, KY** – Feasibility Study to Re-Open Dark 1926 Theater for Use as Multiscreen Cinema (project will utilize historic tax credits for project financing)
- **Embassy Theatre; Lewistown, PA** – Master Plan and Concept Design for Renovation of Theater with Multi-Use Space and an Addition
- **Palace Theatre; Marion, OH** – Master Plan and Implementation of the Renovation of the Marion Theatre and Addition of Multi-Use Event Hall
- **Tennessee Theatre; Knoxville, TN** – Restoration and Expansion of Landmark Theater
- **Virginia Theatre; Somerset, KY** – Feasibility Study to Re-Open 1922 Historic Theater as Multipurpose Venue

SCOTT CRYER

AIA, LEED AP BD+C - ASSOCIATE, PROJECT ARCHITECT | DLR GROUP|WRL



AREAS OF EXPERTISE

Design, Planning, and Construction Administration

YEARS OF EXPERIENCE

With DLR: 4 Years
With Other Firms: 14 Years

REGISTRATION & LICENSING

Registered Architect in IL

EDUCATION

M.Arch, Univ of North Carolina – Charlotte
B.S. – Business, Accounting, Indiana University

PROFESSIONAL AFFILIATIONS

LEED AP BD+C

Scott has brought his considerable design and contract administration experience to contributions on the American Revolution Museum at Yorktown, the Smithsonian Institution's Renwick Gallery, Virginia Tech McBryde Hall and Our Lady of Good Counsel Performing Arts Center. During his time in Chicago, Scott delivered several successful design solutions to significant clients, such as the University of Chicago, Chicago Theological Seminary, Village of Montgomery (Illinois) and DuPage County (Illinois). Scott has also worked on buildings for the Fountaindale Library District, Chicago Public Schools, Oak Park Park District, Oprah Winfrey Leadership Academy for Girls, Catherine Cook School, and Francis W. Parker School.

REPRESENTATIVE PROJECT EXPERIENCE

- **Tampa Theatre; Tampa, FL** – Historic renovation
- **Chesterfield Center for the Arts; Chesterfield, VA** – New Community Arts Center
- **American Revolution Museum at Yorktown; Yorktown, VA** – New 80,000SF Building
- **Smithsonian American Art Museum's Renwick Gallery; Washington, DC** – Major Renovation of the Historic Gallery Preserves and Respects the Historic Character, While Modernizing Infrastructure and Systems
- **Our Lady of Good Counsel High School; Olney, MD** – Performing Arts Center
- **Virginia Polytechnic Institute and State University; Blacksburg, VA** – McBryde Hall Renovation;
- **Northwestern University; Chicago, IL** – Music Arts Administration Building Renovations
- **Ulster Performing Arts Center; Kensington, NY** – Catherine Cook School Renovation and Addition; Chicago, IL*
- **University of Chicago; Chicago, IL*** – Chicago Theological Seminary

* denotes work completed while at another firm



REQUEST FOR PROPOSALS (RFP) NO: 18-26
SJC ARTS AND CULTURAL CENTER MARKET ANALYSIS AND FEASIBILITY STUDY

ATTACHMENT "3-G"

LIST OF PROPOSED SUB-CONSULTANTS

Each Respondent shall provide any and all Sub-Consultants or major materials suppliers proposed to perform any portion of work specified herein. Attach brief but comprehensive resumes for each sub-consultant listed below. All proposed Sub-Consultants are subject to approval by the County.

DIVISION OF WORK

NAME AND ADDRESS OF SUB-CONSULTANTS

Architectural Programming & Conceptual Design

DLR Group, 100 East Pine Street, Suite 404 | Orlando, FL 32801-2761

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SECTION 4: RELATED EXPERIENCE

REQUEST FOR PROPOSALS (RFP) NO: 18-26
SJC ARTS AND CULTURAL CENTER MARKET ANALYSIS AND FEASIBILITY STUDY

ATTACHMENT "4-A"

PREVIOUS EXPERIENCE

(Attach or insert copy here of a written narrative for at least three (3) market analysis and feasibility study projects completed within the past five (5) years)

- ✓ MARKET ANALYSIS
- ✓ FEASIBILITY STUDY
- ✓ ECONOMIC & FISCAL IMPACT ANALYSIS
- ✓ TOURISM ANALYSIS



PROJECT HIGHLIGHTS

- Pinellas county room tax use assessment
- Review of facility's current operations
- **Client Category:** Non-profit
- **Team:** Charles Johnson (Project Executive); Ryan Johnson (Project Manager), Ayu Listiowati (Senior Project Analyst), Sarah Emmerton (Project Analyst)
- **Deliverables:**
 - Mid-point Draft Report Including Market Assessment, Facility Audit and Industry Trends
 - Draft Final Report
 - Final Report and PowerPoint Summary

**RUTH ECKERD HALL
CLEARWATER, FLORIDA (2016)**

Ruth Eckerd Hall (REH) is a donor-funded, nonprofit performing arts center and education institute. The facility, which opened in 1983 and sits on a 34-acre campus, was designed by the Frank Lloyd Wright Foundation. REH is known for its 2,180-seat auditorium and in 1992, it became the first performing arts center in Florida to be designated a major cultural institution by the State. Artists from the U.S. and around the world, ranging from classical, rock, opera, Broadway, jazz, and pop, among others, comprise the annual line up of more than 300 performances, serving over 750,000 patrons.

Compared to other performing arts centers, REH is special – it is an established institution in the State of Florida and has drawn millions of visitors and performers from around the world for several decades. It is well run and has made significant efforts to be a high performing asset for the County. Its proximity to Hillsborough and Pasco County, with outstanding road access, allows it to draw visitors from a wide regional catchment as well. Ruth Eckerd Hall and the Capitol Theatre, which are part of the Richard B. Baumgardner Center for the Performing Arts, are perhaps the best example in Florida of facilities that optimize the cultural and tourism benefits of the arts.

To demonstrate this, Johnson Consulting performed an economic impact analysis related to the strategies used and the impacts created by REH, REH on the Road, and the Capitol Theatre. Specifically, this assignment analyzed the economic considerations of the multi facilities and argued the case for Tourism Development Tax (TDT) support from the County.

- ✓ MARKET ANALYSIS
- ✓ FEASIBILITY STUDY
- ✓ ECONOMIC & FISCAL IMPACT ANALYSIS
- ✓ TOURISM ANALYSIS



PROJECT HIGHLIGHTS

- Demand projection
- Comparable facilities analysis
- Recommended operating model
- **Client Category:** Non-profit
- **Team:** Charles Johnson (Project Executive), Ryan Johnson (Project Manager), Ayu Listiowati (Senior Project Analyst), Sarah Emmerton (Project Analyst)
- **Deliverables:**
 - Mid-point Draft Report including market assessment, facility audit and industry trends
 - Draft Final Report
 - Final Report and PowerPoint Summary

**EVENT CENTER / PERFORMING & CULTURAL ARTS CENTER FEASIBILITY STUDY
HIGHLANDS RANCH, COLORADO (2017)**

Johnson Consulting was retained by the Highlands Ranch Community Association (HRCA) to evaluate the market and perform a financial feasibility study for a new Community Events and Cultural Center in Highlands Ranch, Colorado and to find a location suitable to serve its purpose. The study aims to empower the HRCA and its proposed partner in the project, St. Luke’s Performing Arts Academy (PAA), to confidently make the most informed decisions about the viability, as well as the sustainability of this potential new community event and performing arts center.

For Phase 1, Johnson Consulting conducted an economic, demographic and destination market analysis; studied performing arts center trends and industry growth; analyzed comparable and competitive facilities; and developed a proposed building program and recommended operating model. Research indicated that there is a shortage of facilities in the 500-1,500 seat range, Johnson Consulting recommended a 750- seat venue with an arts education programming focus, and facilities to support it.

- ✓ MARKET ANALYSIS
- ✓ FEASIBILITY STUDY
- ✓ ECONOMIC & FISCAL IMPACT ANALYSIS
- ✓ TOURISM ANALYSIS



PROJECT HIGHLIGHTS

- Economic and demographic analysis
- Regional facility inventory analysis
- **Client Category:** Government
- **Team:** Charles Johnson (Project Executive), Ryan Johnson (Project Manager), Ayu Listiowati (Senior Project Analyst), Sarah Emmerton (Project Analyst)
- **Deliverables:**
 - Mid-point Draft Report including market assessment, facility audit and industry trends
 - Draft Final Report
 - Final Report and PowerPoint Summary

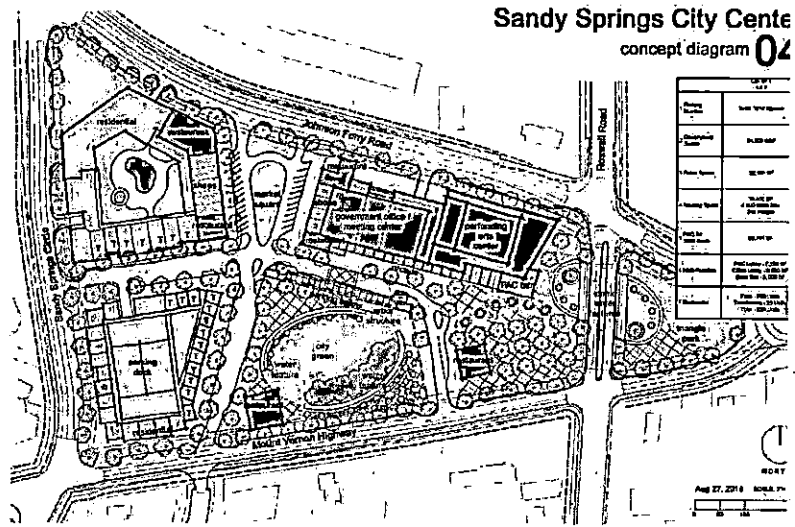
**ALPHARETTA PERFORMING ARTS CENTER
ALPHARETTA, GEORGIA (2015)**

The City of Alpharetta, a suburb of Atlanta, requested that Johnson Consulting analyze the feasibility of developing a new Performing Arts Center (PAC), as part of its efforts to provide greater arts and cultural amenities to its residents and corporate base. Known as Technology City of the South, Alpharetta has over 600 technology companies and is aware of the importance of providing cultural and quality of life amenities as a key requirement for attracting corporations and top talent to Alpharetta. In addition, the City desires to grow the relatively young arts community through the development of a new venue where arts, theater, music and dance organizations can develop a stronger identity.

The proposed location of the venue is adjacent to the new City Hall and Library along Main Street, which has been gaining traction as a destination in the community. In order to evaluate the market opportunity, program requirements, and demand and financial projections Johnson Consulting interviewed a wide range of people in the arts and entertainment community to understand the perceived venue needs; conducted an economic and demographic analysis; a regional facility inventory analysis; and a fair share analysis. The findings from this analysis indicated that a venue of 750 to 1,000 seats is appropriate for Alpharetta.

One of the major advantages for a venue in Alpharetta is the potential to operate the PAC in conjunction with the 14,000 seat Verizon Wireless amphitheater, which is a well-established operation with relationships with talent buyers that can help secure top tier acts for the venue. There are also operating efficiencies by sharing staff and resources between the two venues.

- ✓ MARKET ANALYSIS
- ✓ FEASIBILITY STUDY
- ✓ ECONOMIC & FISCAL IMPACT ANALYSIS
- ✓ TOURISM ANALYSIS



PROJECT HIGHLIGHTS

- One of the largest cities in Atlanta Metro Area
- Using the PAC as a destination driver
- Supporting the local and regional arts community
- **Client Category:** Government
- **Team:** Charles Johnson (Project Executive), Ryan Johnson (Project Manager), Ayu Listiowati (Senior Project Analyst), Sarah Emmerton (Project Analyst)
- **Deliverables:**
 - Mid-point Draft Report including market assessment, facility audit and industry trends
 - Draft Final Report
 - Final Report and PowerPoint Summary

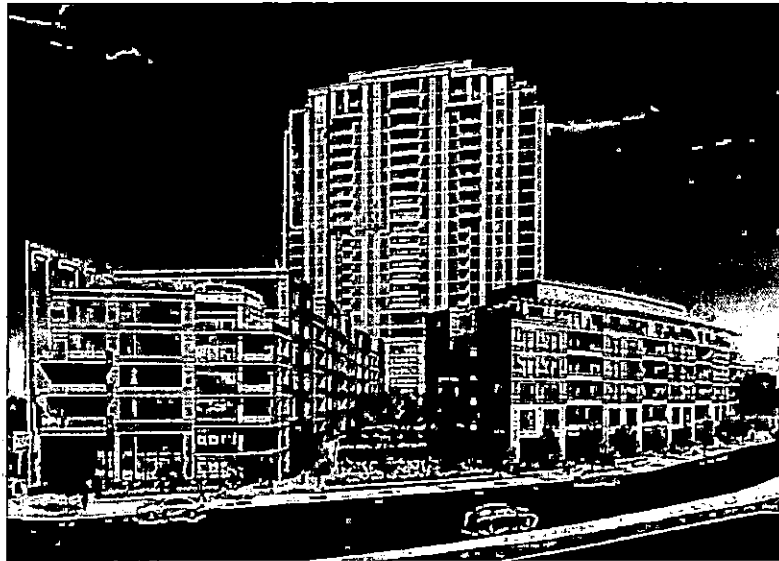
CITY CENTER PERFORMING ARTS CENTER SANDY SPRINGS, GEORGIA (2014)

Johnson Consulting was retained by the City of Sandy Springs to assess the merits of developing a Performing Arts Center (PAC) as part of the City Center development, a public/private partnership project that will provide a mixed-use development that will serve as the main street of the City. The PAC is intended to achieve a variety of objectives including providing residents with cultural arts and entertainment programming and serve as a means to continually attract visitors to the City Center.

Sandy Springs has many of the key characteristics and requirements necessary to support a PAC. Among the most important characteristics observed are the relatively young population; strong median household income; robust corporate and business community; well regarded cultural and arts organizations; and a highly accessible transportation network. With younger households, a PAC can provide additional amenities to meet the entertainment needs of local residents. Also, as part of the City Center, the PAC will exist in a dynamic environment that offers tremendous pre and post event activities that will serve residents and visitors alike.

Based on the consulting team’s analysis and judgment, an entertainment venue is consistent with development assets seen in the surrounding market and the desire to diversify the existing visitor base. The PAC is projected to have a 1,000-seat theater and a conference center with a 15,000 square foot ballroom, 7,500 square foot junior ballroom, and 7,500 square feet of meeting rooms.

- ✓ MARKET ANALYSIS
- ✓ FEASIBILITY STUDY
- ✓ ECONOMIC & FISCAL IMPACT ANALYSIS
- ✓ TOURISM ANALYSIS



PROJECT HIGHLIGHTS

- Demographic & Economic Overview
- Regional Facility Audit
- Competitive Facility Analysis
- Program Recommendation
- **Client Category:** Corporation
- **Team:** Charles Johnson (Project Executive), Ryan Johnson (Project Manager), Ayu Listiowati (Senior Project Analyst), Sarah Emmerton (Project Analyst)
- **Deliverables:**
 - Mid-point Draft Report including market assessment, facility audit and industry trends
 - Draft Final Report
 - Final Report and PowerPoint Summary

**CENTENE CORPORATION
PERFORMING ARTS CENTER
CLAYTON, MISSOURI (2016)**

Johnson Consulting prepared a performing arts center feasibility study for Centene Corporation, a Fortune 500 company. The company wished to assess the merits of developing a performing arts center, boutique hotel and conference center as part of a multi-phase Centene Corporate Campus development, located in Clayton, Missouri (suburban St. Louis).

The study revolved around answering four main questions, which were:

- What was the potential of the proposed facility, based on other comparable venues in the local market and performing arts trends on a national level?
- What should the facility specifications be, (i.e. size, physical attributes, configuration) based on the projected calendar of events? How should the meeting space be configured?
- How should the facility be operated in terms of demand, financial, management, and business-planning perspective?
- What types of funding strategies were available to develop the proposed performing arts center?

Despite the small size of the Clayton community and the abundance of competitive venues in the surrounding St. Louis market, Johnson Consulting recommended that the Centene Corporation develop a 750-1,000-seat venue, with a minimum 10,000 square foot pre-function hall, based upon Centene’s corporate and philanthropic needs.

- ✓ MARKET ANALYSIS
- ✓ FEASIBILITY STUDY
- ✓ ECONOMIC & FISCAL IMPACT ANALYSIS
- ✓ TOURISM ANALYSIS



PROJECT HIGHLIGHTS

- Demographic & economic overview
- Regional facility audit
- Financial & demand projections
- **Client Category:** Non-profit
- **Team:** Charles Johnson (Project Executive), Ryan Johnson (Project Manager), Ayu Listiowati (Senior Project Analyst), Sarah Emmerton (Project Analyst)
- **Deliverables:**
 - Mid-point Draft Report including market assessment, facility audit and industry trends
 - Draft Final Report
 - Final Report and PowerPoint Summary

**GIG HARBOR PERFORMING ARTS CENTER
GIG HARBOR, WASHINGTON (2016)**

Johnson Consulting prepared a market feasibility study of an arts center in Gig Harbor Washington. The main facility studied was an arts center that would serve as the main venue on a larger campus. The anchor venue has a 1,250-seat performance hall, 230-seat community theater, and a black box theater, as well several other studio spaces for a broad range of artists. The proposed development was created by a local non-profit organization, the Gig Harbor Arts Center Alliance (GHACA), which was created with the sole purpose of raising funds to support the development of the theater. The belief for an arts center and campus by the GHACA stemmed from the amount of arts based organizations, festivals, and events in Gig Harbor and the Puget Sound region and the lack of facilities to support their current and future needs.

The objectives of the analysis were to determine whether the current supply of local spaces and venues for art based activities was sufficient for the Gig Harbor community and if the area was in need of an arts center the size that GHACA had envisioned. Johnson Consulting's study included a recommendation for a venue based on market research, focus groups, surveys, and testing of the original plans for the development. Economic and Fiscal impacts for the venue were also derived from demand and financial projections. Recently, Johnson Consulting has seen an increase in the request to provide advisory services involving performing arts centers and considers this type of analysis a key part of our firm's practice.

- ✓ MARKET ANALYSIS
- ✓ FEASIBILITY STUDY
- ✓ ECONOMIC & FISCAL IMPACT ANALYSIS
- ✓ TOURISM ANALYSIS



PROJECT HIGHLIGHTS

- Preparation of a report for use by the State in order to attract developers and concessionaires
- Development and distribution of request for qualifications (RFQ)
- **Client Category:** Government
- **Team:** Charles Johnson (Project Executive), Ryan Johnson (Project Manager), Ayu Listiowati (Senior Project Analyst), Sarah Emmerton (Project Analyst)
- **Deliverables:**
 - Mid-point Draft Report including market assessment, facility audit and industry trends
 - Draft Final Report
 - Final Report and PowerPoint Summary

**GREYLOCK GLEN RESORT
ADAMS, MASSACHUSETTS (2015-2016)**

MassDevelopment, the economic development authority of the Commonwealth of Massachusetts, engaged Johnson Consulting to perform an analysis of a planned environmental conference and education center project in Adams. Following completion of our initial study, a Request for Proposals (RFP) was released by the Commonwealth to design, construct and manage a development consistent with the Master Plan. The Town of Adams was selected as the designated developer for the project, and subsequently retained Johnson Consulting to provide an update to our prior study, reflecting a modified facility program that included a 170-room lodge and conference center, a 2,500-seat performing arts amphitheater, an 11,000 square foot Outdoor Center, including a Nordic Ski facility with snowmaking ability and lighted ski trails, a 140-site campground with tent sites, rustic cabins, and yurts, and a multi-use trail network that will be utilized by hikers, mountain bikers, horseback riders, cross-country skiers and snowmobilers.

Johnson Consulting was further engaged to prepare and distribute a Request for Qualifications (RFQ) for a developer and/ or operator of the lodge and conference center element of the Resort.



REQUEST FOR PROPOSALS (RFP) NO: 18-26
SJC ARTS AND CULTURAL CENTER MARKET ANALYSIS AND FEASIBILITY STUDY

ATTACHMENT "4-B"

REFERENCES

Each Respondent must submit a list of five (5) references from individuals, firms or agencies that have contracted with the respondent to perform services of similar size and scope as those described in this RFP. The information required shall include: reference company name, date(s) of service, project information, and a contact person name, title, phone number and email address. References shall be checked by the Purchasing Department, for the number one ranked firm, to verify capability to perform the work, and responsibility to fulfill the requirements of the contract.

JOHNSON CONSULTING

- 1. Reference Company Name: Ruth Eckerd Hall

Date(s) of Service: 2016

Project Information (Type of Study): Market Analysis, Feasibility Study, Economic Impact Study

Primary Reference Contact Name and Title: Zev Buffman, President/CEO

Contact Phone Number: 727.712.2704

Contact Email Address: zbuffman@rutherfordhall.net

- 2. Reference Company Name: City of Alpharetta

Date(s) of Service: 2015

Project Information (Type of Study): Feasibility Study

Primary Reference Contact Name and Title: Bob Regus / City Administrator

Contact Phone Number: 678.297.6010

Contact Email Address: bregus@alpharetta.ga.us

- 3. Reference Company Name: Capital One Workplace Solutions

Date(s) of Service: 2014-2015

Project Information (Type of Study): Market Analysis and Financial Analysis Study

Primary Reference Contact Name and Title: Stephen Gavula / Vice President, Retail Expansion

Contact Phone Number: 703.304.2100

Contact Email Address: Stephen.gavula@capitalone.com

SECTION 4: RELATED EXPERIENCE



4. Reference Company Name: Gig Harbor Arts Center Alliance
 Date(s) of Service: 2016
 Project Information (Type of Study): Market Analysis and Feasibility Study
 Primary Reference Contact Name and Title: Mark Hoppen / Vice President
 Contact Phone Number: 253.279.2415
 Contact Email Address: hoppenm@gmail.com

5. Reference Company Name: Highlands Ranch Community Association
 Date(s) of Service: 2017
 Project Information (Type of Study): Market Analysis and Financial Feasibility Study
 Primary Reference Contact Name and Title: Jamie H. Noebel / Director of Community Relations & Events
 Contact Phone Number: 303.471.8807
 Contact Email Address: Jamie.noebel@hrcaonline.org

DLR GROUP

1. Reference Company Name: Roswell Arts Fund
 Date(s) of Service: February - June 2017
 Project Information (Type of Study): Conceptual programming and planning for a new performing arts center to be built in Roswell, Georgia (suburb of Atlanta)
 Primary Reference Contact Name and Title: Rochelle Mucha, Chair and Founder
 Contact Phone Number: 770.367.1779
 Contact Email Address: rochellemucha@att.net

2. Reference Company Name: Cleveland Play House
 Date(s) of Service: December 2009 - January 2012
 Project Information (Type of Study): Programming and design of three new performance venues within an existing historic theater and in contiguous infill construction. The new Allen Theatre Complex is used by Cleveland State University, Case Western Reserve University and the Cleveland Play House.

SECTION 4: RELATED EXPERIENCE



Primary Reference Contact Name and Title: Kevin Moore, Managing Director

Contact Phone Number: 216.795.7000 x213 / 216.650.1350 (mobile)

Contact Email Address: kmoore@clevelandplayhouse.com

3. Reference Company Name: Tampa Theatre

Date(s) of Service: Summer 2016 - December 2017

Project Information (Type of Study): The renovation of a historic theater built in 1926 as an atmospheric movie palace recreates the historic look and feel of the audience chamber, while improvements throughout enhance comfort and accessibility and transforms unusable and outdated elements.

Primary Reference Contact Name and Title: John Bell, President & CEO

Contact Phone Number: 813.274.8679

Contact Email Address: john@tampatheatre.org

**SECTION 5: APPROACH TO SERVICES/
METHODOLOGY**



**REQUEST FOR PROPOSALS (RFP) NO: 18-26
SJC ARTS AND CULTURAL CENTER MARKET ANALYSIS AND FEASIBILITY STUDY**

Full Legal Company Name: C.H. Johnson Consulting, Inc.

ATTACHMENT "5-A"
PROJECT APPROACH / METHODOLOGY
(Attach or insert copy here)

UNDERSTANDING OF THE ASSIGNMENT

Johnson Consulting and our subconsultant, **DLR Group** ("Consulting Team") are sincerely interested in the opportunity to work with St. Johns County ("County" or "Client"), stakeholders and the community on the Market Analysis and Feasibility of an Arts and Cultural Center ("Center"). The study will empower the County to make the most informed decisions about the viability and sustainability of a potential new Center in the region.

Our Consulting Team **specializes in performing arts and cultural centers** and has worked on hundreds of these projects across the nation — including several communities comparable to St. Johns County and its special attributes. This includes **current work in St. Johns County** on the feasibility of a sports project.

Analyzing this important project can result in a project that can significantly enhance the vibrancy of the County's regional events and cultural arts offerings, provide affordable working space for artists, attract regional and national touring artists and performers, help fortify the County as a destination for year-round visitors and weekend and evening entertainment, and make St. Johns County an even more desirable place to live, learn, and play.

This study will serve a variety of purposes to support the efforts of the County, as well as arts patrons and organizations in the region. As in our work of similar nature, the results will serve as an objective, defensible foundation for communication with the general public, stakeholders and media about the purpose this new destination facility would fulfill for the local and regional economy. This is our standard practice and provides our Clients the information they need to supplement economic development initiatives, proposals, grants, and other associated funding requests. Our work over the past year has led to various organizations and economic development agencies raising or qualifying for over **\$40 million** on a wide array of project types. Also, we are noted for working on projects that both grow the arts community and foster redevelopment. **Our Consulting Team is committed** to addressing all aspects of the RFP and proposes to perform the following analysis for this project.

APPROACH

TASK 1 – FAMILIARIZATION AND PROJECT INITIATION

PROJECT INITIATION

Over an intensive **two-day data collection and site analysis work session**, our Consulting Team will meet with St. Johns County staff and the County's cultural marketing Consultant to confirm the objectives of the study, develop clear lines of communication, review project methodology, and prepare a project work plan with deliverables and deadlines. Topics to be covered include:

- Hold a workshop with representatives from the County, community leadership and others, as appropriate, to discuss the proposed project from both a **needs and conceptual planning perspective**.
- **Gather and analyze background information** related to the project, including any prior research or analyses that have been conducted by, or for the Client including the St. Johns County Destination Marketing Report (2008) and the St. Johns County Tourism Development Strategic Plan (2017).
- Review the **near and long-term economic development objectives** for St. Johns County.
- **Identify specific markets and niches** for use of the new art and cultural center. For art and cultural centers to be successful, they must appeal to an array of audiences and attract many types of events. Johnson Consulting is unique in that it has focused on the full cross-section of audiences that must come to venues to make them appealing to both promoters and taxpayers.
- Identify **competitive/comparable markets** for use in benchmarking.
- Identify **appropriate contacts and resources** necessary to ensure complete review and assessment of the project's issues.
- **Establish project deadlines** for deliverable products and regular updates on the progress of the work analysis.
- **Utilize our firm's extensive database of performing arts & events center research** developed for cities of similar size and demographics for benchmarking.

We will also use this **initial assessment of potential sites for new facilities** as an opportunity to initiate fieldwork. Fieldwork activities will include:

- **Tour and profile the existing performance and event facilities** in the County and surrounding areas.

- Perform an **initial assessment of potential sites for new facilities** focusing on locations identified by Client Representatives, and others if identified, for consideration.
- Perform **potential user group interviews, including Tourism Development Council board members, local public officials and community leaders, businesses, and other stakeholders**, to solicit a broad range of input and to acquire a complete coverage of the market area.
- **Review and inventory existing theatre, arts and cultural organizations** – identify appropriate contacts and resources necessary to ensure complete review and assessment of issues and specific data.
- **Conduct at least two (2) focus groups** with stakeholders in the local arts and culture community to elicit input on existing facilities, as well as ideas, desires and needs for the proposed venue.

EVALUATION OF EXISTING FACILITIES WITHIN 100 MILES

This Task will identify and review how other local existing arts and cultural centers are operating and **develop baseline facility and operating information**. We will summarize and **evaluate historical data** for these venues and determine **what is offered and available** within a 100-mile radius of St. Johns County presently and prepare a **performance review** that includes:

- Facility location/address, function spaces use, organizational structure.
- Number of events by type and attendance, revenue and direct costs (ideally by event, if maintained).
- Lost/turned away business and date conflict data, based upon recorded data from the facilities and other sources. This will help us determine the scale of need for a new facility.
- Rental rates and pricing.
- Approach to services, such as food and beverage, and parking.
- Revenues and expenses, funding subsidies, and sources of revenues used to pay for operations and capital costs.
- Marketing resources provided by the facilities.
- Any other relevant data points.

In addition to the overall facilities, we will **review the existing performing arts center at Flagler College Auditorium** to perform an analysis of lost business due to their current inadequacy to attract shows and tour groups. This information will be used to identify the potential size and structure necessary to support the County's objectives for a new cultural and arts center and will **identify future revenue streams from the recapture of lost business and increased event offerings**.

ARTS AND CULTURAL CENTER TRENDS

We will use our Consulting Team's extensive experience to **determine and document industry trends**, such as **industry growth sectors, including, theater, music, and family events, promoter trends, venue selection criteria, technology, overall industry health**, and other factors that will influence the success of this project. In addition to our industry experience, Johnson Consulting uses several industry resources to develop arts and cultural center trend. Information including PollStar, the International Association of Venue Managers, National Endowment for the Arts Survey of Public Participation in the Arts, and Destination International, among others.

Task 1 Deliverables – *to be reviewed with Tourism Development Council staff representatives before further work on subsequent tasks:*

- *Inventory of all materials and data sources reviewed*
- *Summary Memo of relevant findings related to interviews and outreach undertaken and data sources reviewed*

TASK 2 AND TASK 3 - ARTS AND CULTURAL CENTER CONCEPTUAL PLANS AND FINANCIAL VIABILITY ASSESSMENT

ECONOMIC AND DEMOGRAPHIC ANALYSIS

Arts and cultural centers have **three distinct markets** — a primary demographic trade area, a secondary area, and, if done strategically, a trade area that can pull from a much larger regional area, if the facility and its surrounding environment is compelling and if the programming strategies are superb. The Consulting Team will **evaluate the economic, psychographic and demographic characteristics** of the regional market area. This regional data is very important because the local and regional market will provide for a significant base of demand that can be supplemented by cultural and community groups and bring people into the community. Our efforts will focus a significant amount of research into disposable income, educational attainment, corporate support, arts and cultural participation rates, and other key market factors that are unique to multi-use cultural arts facilities. This data provides **strong indicators of overall facility feasibility, sustainability, performance, and target market groups**.

Our analysis will provide an **objective, realistic assessment of the market's strengths, weaknesses, opportunities, and threats (SWOT)** as it relates to the viability of the project. Among the data to be analyzed will be:

- **Population and demographic trends for a 100-mile radius and their impact on demand** for performance, theatre, exhibition, and meeting space as it relates to attendance at cultural arts events.
- Current and likely future **trends in the cultural arts, social and meetings industries.**
- Profile of completion in the small- to mid-sized performance/theatre/exhibition and venue market to include **site and facility layout, amenities, and capacity.**
- **Inventory of public, non-profit, and private arts and cultural organizations, groups, institutions, schools, colleges and universities in the area.** This will assist us in determining existing users as well as **potential users** of the cultural arts facilities located in St. Johns County.
- **Hotel supply and growth patterns.** This will allow us to interpret the local community's ability to host larger events and multi-day events.
- **Retail, dining, and mixed-use development projects** that could be enhanced by the proposed project and provide a desirable setting for an Arts and Cultural Center.
- **Transportation and parking relationships** and assets.

As part of this Task, we will hold **interviews with local, regional, and national event promoters** that are currently within the St. Johns County marketplace as well as national event promoters, to gauge the level of interest in the County marketplace for performing arts and related offerings. This will include **St. Johns County Tourism Development Council, St. Johns Cultural Council, St. Augustine Art Association and other St. Johns County arts and theater groups** that may desire to use the main stage and/or other components that could be part of the proposed facility, such as a smaller black box theater or rehearsal/classroom space.

COMPETITIVE POSITIONING AND PEER REGIONAL ANALYSIS

Understanding the competitive and regional market is critical to understanding if there is an **area of opportunity** for a new arts and cultural center based on the existing supply of facilities in the regional area. The Consulting Team will review performing art centers and cultural arts facilities in the St. Johns County region, including the Flagler College Auditorium, and others, and their performance schedule as well as implications for a new County arts and cultural center. We will also develop a profile of other existing facilities in the region as well as those in peer regions. For those facilities in operation, we will review current and past performance to **identify trends in the area's market absorption, maximum capacity, and un-accommodated business.**

Specifically, we will compile statistical data on the **size, quality, location, and performance of these facilities, including demand and operating information, as well as the impact to the region.**

We will also assess the **level of competition for both content and visitation from comparable and competitive facilities within 100 miles** (i.e. low competition, moderate competition, high competition).

We will employ the following criteria to select relevant facilities:

- Seating capacity.
- Facility utilization, including patron and student attendance.
- Ticket and class pricing.
- Unique design characteristics that enable the facility to attain a preferred market position (i.e. special acoustic amenities, stage configuration, back of house and support spaces, concourse area design, etc.).
- Trends seen in the most recently designed facilities.
- Existence of anchor arts tenants.
- Private-sector participation at both the facility and arts group level.
- Parking.
- Adjacent and integrated land uses.

Specific attention will be focused on **identifying partnerships and synergies** between new and existing facilities and possible partnerships with regional venues. We will also **interview local and regional universities, colleges, and school districts** to determine their interest in the proposed facility.

Based on the information gathered in Task 1, we will develop a **peer facility analysis of the best and most relevant performing arts centers** in similar-sized cities and markets in Florida and across the country. This will **include the list of cities identified in the previous study** as well as any additional cities that are suggested by the County. This analysis will assess their number of events and attendance, characteristics of the market's performing arts center(s), market demographics and primary and secondary trade areas, venue operating approach, facility amenities, revenue and expenses from operations, and specialty revenue streams, which will allow us to compare the competitive position of St. Johns County relative to the indicated market opportunity and performance of peer facilities.

DEVELOPMENT PROGRAM AND CONCEPT PLANS

Our Consulting Team will **lead programming interviews** with potential project constituents to understand their mission, values, current practices, perceived deficiencies in existing spaces, and possible future activities. They will discuss types of performance, expectations for seat count,

audience comfort, accessibility, acoustic properties, theater equipment, and patron and performer amenities. This is a listening process, as the users know their needs and practices. They bring their knowledge of industry norms and best practices to the discussion.

The Consulting Team will use this information to determine the appropriate arts and cultural center facility that St. Johns County and the regional market can accommodate over the next 10 years.

The Consulting Team will provide recommendations relating to the facility's program, including options for optimal configuration and the overall size of the venue, commenting on and advising on the list of needed facility attributes. Recommendations will include items related to, but not limited to the following:

- Auditorium and stage concepts to establish square footage needs by use (main performance hall, small theater, black box, rehearsal space, studios, galleries, reception space, kitchen, stage, lobby, dressing rooms, and other space needs identified by the market research), based on a range of event footprints. Additional considerations will include parking, traffic, public transportation, approximate location(s) in the county, parcel size, and access and loading needs.

DLR Group will collaborate with the Team and the County to **develop conceptual plans showing layout/configuration and cost estimates for three alternative facility concepts**. These may be deemed useful for community outreach and future fundraising efforts.

SITE EVALUATION

The Consulting Team will **assess three possible sites** for the potential new arts and cultural center and analyze their appropriateness. For both the building and surrounding site, a **rough inventory of space**, condition, occupancy, and other criteria will be made, analyzed and presented to the Client team in a review meeting.

- **Evaluate potential sites** - Initial screening will be based on:
 - Appropriate **size**
 - **Proximity** to supportive land uses
 - **Opportunities** for collateral support development
- **Examine site feasibility** - Once a rough screening of sites has been completed, their suitability for a performing arts center development will be analyzed in detail. Factors to be evaluated will include:
 - **Site size**
 - **Topography**
 - **Adjacent uses** and urban linkages
 - Accessible **parking** options
 - **Accessibility** (traffic, public transportations, etc.)

The Consulting Team will use Johnson Consulting's **proprietary site ranking matrix** for each site, which ranks each site relative to the objectives of the County and characteristics that are required for the successful operation of an arts and cultural center.

This analysis will result in the following:

- Preparation of **masterplan concepts** showing an approximate building footprint and site development concept for illustrative purposes for the sites under consideration.
- **Evaluation of the links with existing cultural resources.**
- **Determination of pedestrian and vehicular circular patterns** and how the project will benefit those.
- **Ranking of the sites** based on our team's past experience, comparable case studies, and Client input.
- **Determination of preferred site** based on the matrix of site evaluation criteria and additional reviews.
- **Presentation of our findings publicly** to the appropriate public officials and community groups, if requested.
- Creation of **diagrams showing layout/configuration** for selected scenarios illustrating performance space volumes, building organization, massing, and site circulation. A more detailed analysis is intended at the next phase of work.

ORDER OF MAGNITUDE COST ESTIMATES

From recent arts and cultural center work as well as our understanding of the St. Johns County market, we will **develop an overall magnitude of cost** to inform the overall development costs for each of the three alternative facility concepts.

The capital budget will use Johnson Consulting's work across the nation on the financial planning of similar facilities and DLR Group's expertise in designing more than 250 performance facilities around the country.

Using the program alternative program of spaces and identified site, the Consulting Team will work to develop a proposed high-level capital budget for each scenario that will include:

- Acquisition
- Construction costs
- Site preparation
- Furniture, fixtures, equipment
- Design and permitting costs
- Annual recurring facility maintenance

DEMAND PROJECTIONS

The Consulting Team will prepare **baseline demand projections** for each of the three concept plans and outline the potential demand by market segment/event type for the first 10 years of operation. The analysis will focus on the variation in estimated operational costs between the concept plans. The following analysis will be included as part of this Task:

- **Complete analysis and demand profile of existing arts centers in the region** – Demand, demographic pull, market penetration, programming, physical attributes, operating and capital funding, revenue and expense profile, ownership structure, operational and organizational structure.
- **Analysis of any previous projections** that have been prepared.
- **Summarization of demand calendars for three to five comparable or example facilities** that are the approximate size of the prospective facility.
- **Development of long-range demand projections** addressing the number of shows and events, number of event days, number of attendees, and the amount of space needed for various event types over a 10-year period.
- **Detailed interviews** of regional arts groups, financial partners and corporations, foundations, and philanthropists, for both capital support and programming support.
- **Testing of demand projections** using two analytical methods:
 - **‘Bottom-up’** approach reflecting current demand, annual repeat events, turned away events, and transfers from other locations, and
 - **‘Top-down’** approach reflecting analysis of comparable facility demand, relative levels of supply and demand in the overall market, and anticipated future market share.

FINANCIAL PROJECTIONS

Based on our extensive knowledge of performing arts and event center operations and experience with similar facilities, we will **develop estimates of income** from various sources, including **shows, events, grants and fundraising and contractually obligated income streams** such as, but not limited to, sponsorships, advertising, and concessions. As part of the analysis, we will **develop a detailed financial model** that includes a full discussion of assumptions and considers all factors that will affect the center’s performance for the three scenarios. The model will **generate a financial pro forma statement** that summarizes a **10-year projection of revenues, expenses** (including a projection of the annual surplus or subsidy needed for each of the first 10 years) and **net operating income** throughout the period of the projections.

Project revenues will include: **ticket sales, space rentals, concessions, novelties, advertising, parking, service charges,** and others specific to this project. **Expenses** will include: **payroll, utilities, repairs and maintenance, advertising and marketing, security, insurance, management expense, capital reserves for replacement,** and others identified.

As part of this Task, the Consulting Team will complete an assessment of 8 to 12 potential primary tenants' (list provided by the County) ability to pay venue/space rental fees based on the organization's financial capacity. If these tenants are not able to pay the required rental fees, the assessment will determine other user groups that may bear the financial ability and demand to do so.

The analysis will **document a recommended approach to the management and delivery of services. Details on staffing, food and beverage, parking,** and other major line items affecting the operation will enable the reader to clearly understand the revenue and expenses; and therefore, **the overall financial performance of the new arts and cultural center.**

At the end of this financial and viability analysis, the reader will be provided with a clear understanding of how the proposed concepts are projected to perform based on different revenues, expenses, financing, management, and ownership structures. Furthermore, it will provide an understanding if regional tenants have the ability to pay venue / space rental fees. If not, general recommendations on potential tenants and a plan on how to improve the financial feasibility will be provided.

Deliverables for Task 2 and Task 3:

- *Report outlining recommendations for the three alternative facility concept plans including a summary of the analysis of economic and demographic aspects of the overnight tourism base and the data on competitive facilities within 100 miles of St. Johns County;*
- *Diagrams showing the layout/configuration of the three alternative facility concepts;*
- *Report of estimated order of magnitude costs for the three facility concept plans; and Report of financial analysis projecting the estimated operating costs of the three concept plans;*
- *Report of estimated venue/space rental fees; and*
- *If applicable, report of recommendations for potential target markets or strategies to improve financial viability.*

TASK 4 – ECONOMIC IMPACT ANALYSIS

For facilities in which state and/or local governments participate, economic benefits derived from the project are measured as part of the return. Johnson Consulting has performed numerous economic impact studies nationwide for various facility types, ranging from convention centers to performing arts centers to arenas. We will **provide an assessment specific to the impact of a new arts and cultural center for St. Johns County.**

Based upon the data and information analyzed in the preceding tasks, we will perform an economic impact analysis for the three performing arts center scenarios, as follows:

- Consider **impacts of Social, Economic Growth, Transportation, and Parking** on the facility.
- Identify **origin points** for attendees.
- Indicate **hotel room night volume** generated by the project.
- Identify **where spending will most likely be captured.**
- Use the **IMPLAN model** (an input-output model of the local economy) to **estimate indirect and induced spending and employment impacts** of the proposed facility for both the projected events and attendees in a stabilized year of operations, based upon the demand projections and the construction of the facility.
- **Summarize local and state tax structures**, including all relevant State, County, City, and other municipal taxes that may be appropriate.
- Project the performing arts center's **impact on City, County and State revenue collections**, which include retail sales, lodging, restaurants, and any other areas impacted by the project.
- Analyze the **impact of the one-time construction activity.**
- **Consider partnerships with other organizations** that may provide mutual benefits.
- **Summarize our findings** in a written report.

Deliverables for Task 4:

- *Report detailing the economic impact of an arts and cultural center on St. Johns County.*

TASK 5 - FINAL REPORT & PRESENTATION

REVIEWS, REPORTS, MEETINGS AND DELIVERABLES

We are noted for the clarity and quality of our reports and all communications. The following are deliverable products that we will provide to St. Johns County:

- **DRAFT REPORT:** A draft report will be provided to St. Johns County and will include fully documented findings and recommendations, and will be accompanied by appropriate graphics and presentation material. Following the issuance of the Draft Report, the Consulting Team will meet with the Client to discuss key recommendations and receive input and guidance.
- **PRESENTATION:** A PowerPoint presentation detailing our findings and recommendations will be provided to St. Johns County following the issuance of our Draft Report. We will present the study's findings and recommendations to the Tourist Development Council and Board of County Commissioners.
- **FINAL REPORT:** Upon review, comment, and approval from the Client, the Consulting Team will provide twelve (12) printed copies and one digital copy (PDF format) of a fully documented Final Report and succinct Executive Summary addressing all Client comments and refinements received throughout the study period, including all appendices and exhibits.

We have budgeted for a minimum of three in-person meeting sessions – at kickoff, a mid-point workshop and a final meeting to present our findings and recommendations. Our staff may also be in the market to conduct fieldwork at other points during the study. We will be available for meetings and workshops during these fieldwork trips and via conference calls throughout the duration of the study. We will work closely with St. Johns County to ensure the timely delivery of a study that accurately meets your needs and requirements and addresses all relevant questions and concerns that arise. We truly look forward to the opportunity of serving you.

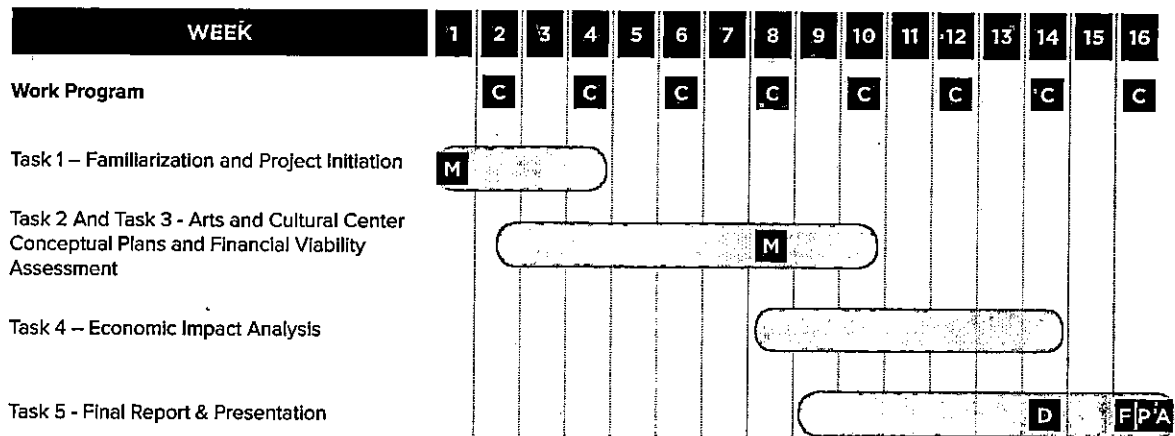


**REQUEST FOR PROPOSALS (RFP) NO: 18-26
SJC ARTS AND CULTURAL CENTER MARKET ANALYSIS AND FEASIBILITY STUDY**

ATTACHMENT "5-B"

PROPOSED SCHEDULE/TIMELINE FOR IMPLEMENTATION OF DELIVERABLES

(Attach or insert copy here)



- C** Conference Calls
- M** Meeting/Workshop
- D** Draft Report
- F** Final Report
- P** Presentation
- A** Acceptance of Final Report

* Schedule is tentative and subject to change

SECTION 6: WORKLOAD & AVAILABILITY



REQUEST FOR PROPOSALS (RFP) NO: 18-26
SJC ARTS AND CULTURAL CENTER MARKET ANALYSIS AND FEASIBILITY STUDY

Full Legal Company Name: C.H. Johnson Consulting, Inc.

ATTACHMENT "6-A"

PROJECT STATUS REPORT

(Complete and Submit, include projects in progress or anticipated within next 12 to 24 months)

1. **Name of Project:** Sports Tourism Study- St. John's County, FL
 Project Description: Analysis and recommendations that will inform the County on how to leverage current facilities and capital improvements to maximize the use of the County's sports facilities and venues to to develop and promote the County as a Sports Tourism Destination.
 Location: St. John's County, Florida
 Owner Name: Ms. Diana Fye
 Start Date/Anticipated Start Date: 1/1/17 (Estimated) Scheduled Completion Date: 3/31/18

2. **Name of Project:** Feasibility Study for Elmhurst Centre for Performing Arts
 Project Description: Feasibility Study to determine whether the assumptions made to date are sound and if not, suggest recommended changes for the proposed Elmhurst Centre for Performing Arts.
 Location: Elmhurst, IL
 Owner Name: Mr. Jeff Budgell
 Start Date/Anticipated Start Date: 4/1/17 Scheduled Completion Date: 1/15/18

3. **Name of Project:** Consultant for Convention Center/Multi-Purpose Facility Feasibility Study
 Project Description: Market Analysis, Market-Wide Competitive Analysis, Industry Trends, Comparable Case Studies, Identification of User Groups/Survey Interviews, Program Recommendations, Demand Estimates, Site and Ammenity Analysis, Cost Estimates, Financial Projections and Management Approach, Funding Strategies, and an Economic and Fiscal Impact Analysis.
 Location: Marion County, FL
 Owner Name: Marion County Board of County Commissioners
 Start Date/Anticipated Start Date: 11/15/17 Scheduled Completion Date: 2/20/18



SJC ARTS AND CULTURAL CENTER MARKET ANALYSIS AND FEASIBILITY STUDY

Full Legal Company Name: C.H. Johnson Consulting, Inc.

ATTACHMENT "6-A" (Continued)

PROJECT STATUS REPORT

(Complete and Submit, include projects in progress or anticipated within next 12 to 24 months)

4. Name of Project: Convention Center and Performing Arts Center Financial Plan and Management/Operating Plan and Budget
Project Description: Prepare a financial plan and management/operating plan and budget for a proposed convention center and performing arts center in the downtown core of Fairbanks, AK.

Location: Fairbanks, AK

Owner Name: Ms. Deb Hickok

Start Date/Anticipated Start Date: 6/1/17 Scheduled Completion Date: 3/1/18

5. Name of Project: Convention and Tradeshow Competitive Market Analysis- Greater Ft. Lauderdale CVB
Project Description: The primary goals of the analysis are to examine current practices, strategies and performance of the BCCC, and in terms of a potential expansion, benchmark this performance against a set of competitive facilities and markets, and identify prospective users of an expanded facility, assuming a new headquarters hotel.

Location: Broward County, Florida

Owner Name: Ms. Stacy Ritter

Start Date/Anticipated Start Date: 8/1/17 Scheduled Completion Date: 2/28/18

6. Name of Project: _____
Project Description: _____

Location: _____

Owner Name: _____

Start Date/Anticipated Start Date: _____ Scheduled Completion Date: _____

(Use additional or supplemental pages as needed)

SECTION 7: PRICING PROPOSAL



**REQUEST FOR PROPOSALS (RFP) NO: 18-26
SJC ARTS AND CULTURAL CENTER MARKET ANALYSIS AND FEASIBILITY STUDY**

ATTACHMENT "7-A"

OFFICIAL PRICING PROPOSAL FORM

The following proposal is presented for:

SJC ARTS AND CULTURAL CENER MARKET ANALYSIS AND FEASIBILITY STUDY

TOTAL PROPOSED AMOUNT: \$ 83,500
(Cost of all deliverables)

Total Proposed Amount: \$ EIGHTY THREE THOUSAND FIVE HUNDRED / 00
(Amount Written in Words)

Each Respondent shall insert the Total Proposed Amount in both numerals and words for services requested under this sealed RFP. If there is a discrepancy, the amount written in words shall prevail as the correct proposed amount.

In the event of a discrepancy, the County shall calculate the Total Proposed Amount to determine the lowest, responsive, responsible Respondent.

Each Respondent shall submit the unit hourly rates per deliverable and total number of hours proposed in the table below. Hourly rates shall dictate the total proposed amount submitted on the Official County Pricing Proposal Form above. Failure to submit hourly prices for the identified deliverables may result in removal from consideration for award of a contract. The County also reserves the right to utilize the Hourly Rates submitted below for additional, as needed, services.

RFP 18-26

PRICING PROPOSAL FORM
ITEMIZED PRICING SCHEDULE FOR TASK DELIVERABLES
HOURLY RATES PER DELIVERABLE

| TASK/DELIVERABLE | HOURLY RATE | X | TOTAL# OF HOURS PROPOSED | = | TOTAL COST TO COUNTY |
|---|-------------|---|--------------------------|---|----------------------|
| Task # 1: Familiarization and Project Initiation | | | | | |
| Memo with Inventory of all Materials and data sources reviewed | \$ 200 | X | 12.5 | = | \$2,500 |
| Memo summarizing relevant findings | \$ 200 | X | 50 | = | \$10,000 |
| Task # 2: Arts and Cultural Center Concept Plans | | | | | |
| Report outlining recommendations for the three alternative facility concept plans including a summary of the analysis of economic and demographic aspects of the overnight tourism base and the data on competitive facilities within 100 miles of St. Johns County | \$ 200 | X | 62.5 | = | \$12,500 |
| Diagrams showing the layout / configuration of the three alternative facility concepts | \$ 200 | X | 87.5 | = | \$17,500 |
| Report of estimated order of magnitude costs for the three facility concept plans | \$ 200 | X | 25 | = | \$5,000 |
| Report of financial analysis projecting the estimated operating costs of the three concept plans | \$ 200 | X | 50 | = | \$10,000 |
| Task # 3: Financial Viability Assessment | | | | | |
| Report of estimated venue/space rental fees | \$ 200 | X | 25 | = | \$5,000 |
| If applicable, report of recommendations for potential target markets or strategies to improve financial viability | \$ 200 | X | 25 | = | \$5,000 |
| Task # 4: Economic Impact Analysis | | | | | |
| Report of the economic impact of an arts and cultural center on St. Johns County | \$ 200 | X | 37.5 | = | \$7,500 |
| Task # 5: Final Report and Presentation | | | | | |
| Final report: 12 printed copies, 1 electronic copy | \$ 200 | X | 17.5 | = | \$3,500 |
| Presentation to the Tourist Development Council and Board of County Commissioners | \$ 200 | X | 25 | = | \$5,000 |
| TOTAL COST FOR ALL DELIVERABLES (TASK #s 1-5) *Total of itemized deliverables must equal Total Proposed Amount on previous page of the official Pricing Proposal Form | | | | | \$ 83,500 |

SECTION 8: OTHER REQUIRED FORMS



REQUEST FOR PROPOSALS (RFP) NO: 18-26
SJC ARTS AND CULTURAL CENTER MARKET ANALYSIS AND FEASIBILITY STUDY

ATTACHMENT "A"

AFFIDAVIT

TO: ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS
ST. AUGUSTINE, FLORIDA

At the time the proposal is submitted, the Respondent shall attach to his proposal a sworn statement.

The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF Illinois COUNTY OF Cook Before me, the undersigned authority, personally appeared Charles H. Johnson who, being duly sworn, deposes and says he is (Title) of C.H. Johnson Consulting, Inc. (Firm) the respondent submitting the attached proposal for the services covered by the RFP documents for RFP No: 18-26, SJC Arts and Cultural Center Market Analysis and Feasibility Study.

The affiant further states that no more than one proposal for the above referenced project will be submitted from the individual, his firm or corporation under the same or different name and that such respondent has no financial interest in the firm of another respondent for the same work, that neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's proposal on the above described project. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

Charles H. Johnson- C.H. Johnson Consulting, Inc.
(Proposer)

By Chah

President
(Title)

STATE OF Illinois

COUNTY OF Cook

Subscribed and sworn to before me this 19th day of December, 2017 by Charles H. Johnson who personally appeared before me at the time of notarization, and who is personally known to me or who has produced _____ as identification.

[Signature]
Notary Public

My commission expires: 12.9.2018



VENDOR ON ALL COUNTY PROJECTS MUST EXECUTE AND ATTACH THIS AFFIDAVIT TO EACH PROPOSAL.



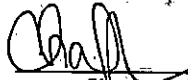
REQUEST FOR PROPOSALS (RFP) NO: 18-26
SJC ARTS AND CULTURAL CENTER MARKET ANALYSIS AND FEASIBILITY STUDY

ATTACHMENT "B"
AFFIDAVIT OF SOLVENCY

PERTAINING TO THE SOLVENCY OF {C.H. Johnson Consulting, Inc.}, being of lawful age and being duly sworn I, {Charles Johnson}, as {President} (ex: CEO, officer, president, duly authorized representative, etc.) hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, unmatured liabilities and contingent liabilities) as they become absolute and due.
3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.
4. I fully understand failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this 19 day of December, 2017.

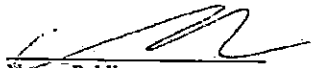


Signature of Affiant

STATE OF Illinois)

COUNTY OF Cook)

Subscribed and sworn to before me this 19th day of December, 2017, by Charles H. Johnson IV who personally appeared before me at the time of notarization, and who is personally known to me or who has produced _____ as identification.



Notary Public

My commission expires:
12-9-2018





REQUEST FOR PROPOSALS (RFP) NO: 18-26
SJC ARTS AND CULTURAL CENTER MARKET ANALYSIS AND FEASIBILITY STUDY

St. Johns County Board of County Commissioners

ATTACHMENT "C"


DRUG-FREE WORKPLACE FORM

The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

C.H. Johnson Consulting, Inc. does:
Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's request for proposals to provide bond underwriter services a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.



Signature

12/9/17
Date



REQUEST FOR PROPOSALS (RFP) NO: 18-26
SJC ARTS AND CULTURAL CENTER MARKET ANALYSIS AND FEASIBILITY STUDY

ATTACHMENT "D"

St. Johns County Board of County Commissioners
CONFLICT OF INTEREST DISCLOSURE FORM

Project (RFP) Number/Description: RFP No 18-26, SJC Arts and Cultural Center Market Analysis and Feasibility Study

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a consultant's/contractor's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Consultants/Contractors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the Consultant's/Contractor's professional judgement when completing work for the benefit of the County.

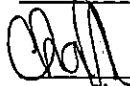
The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

Please check the appropriate statement:

- I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.
- The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent: Charles H. Johnson- C.H. Johnson Consulting, Inc.

Authorized Representative(s): 
Signature

Charles H. Johnson, President
Print Name/Title

Signature

Print Name/Title



St. Johns County Board of County Commissioners

Purchasing Division

December 13, 2017

ADDENDUM #1 (REVISED 12.18.17)

To: Prospective Respondents
From: St. Johns County Purchasing Department
Subject: RFP No. 18-26, SJC Arts and Cultural Center Market Analysis and Feasibility Study

This Addendum #1 is issued for further respondent's information and is hereby incorporated into the RFP documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda, and must return an original copy of this signed Addendum with the submitted proposal to the St. Johns County Purchasing Department; Diana M. Fye, CPPB; Procurement Coordinator; 500 San Sebastian View; St. Augustine, FL 32084. An electronic copy must also be included with the electronic copy of the submitted proposal.

A. QUESTIONS:

1. Can you please let me know if proposing as a consultant on this project would preclude us from proposing on the future architectural/engineering work if and when the County decides to move forward with designing the performing arts center?

Answer: No, submitting a response to this RFP does not preclude a firm from responding to future solicitations related to any Art and Cultural Center projects that may occur.

This RFP does not request nor require architectural design of any scale or magnitude, it only involves conceptual plans not conceptual designs. This study is intended to serve as a planning tool for a future phase of the project in which one of the concept plan deliverables would be selected and the County would issue a Request for Qualifications (RFQ) for the design of the facility.

2. This is a Request for Information about RFP# 18-26, Arts and Cultural Center Feasibility Study. Please note that, in general, our information request relates to the degree to which this Study is a Market Feasibility Study, versus an Architectural Concept Plan. We must observe that the core decisions relate to the value of an arts and culture center for increasing bed tax revenue and benefit to full-time residents that is both tangible and supportive. It may be appropriate at this time to limit the architectural concept plans to an ideal space allocation and related costs, with priorities for space reconfiguration that would improve financial outcomes at the least reduction in functionality.
 - (a.) Could Task 2, first and second points, move into Task 1? (They involve many of the same correspondents already being interviewed in Task 1.)

500 San Sebastian View, St. Augustine, FL 32084 | P: 904.209.0150 | F: 904.209.0151

www.sjcfi.us

Answer: Submitted proposals must fully address all tasks and deliverables. If a Respondent chooses to propose a change in order of the tasks or points within a task, justification for the reordering should be provided as part of the submitted proposal.

- (b.) Could Task 3 be completed before Task 2? (The potential tenants' capacity and interests should guide space programme and location factors being estimated in Task 2.)

Answer: Submitted proposals must fully address all tasks and deliverables. If a Respondent chooses to propose a change in order of the tasks or points within a task, justification for the reordering should be provided as part of the submitted proposal.

- (c.) In Task 2, which three sites are to be analyzed and built into concept plans? How were those sites chosen? (If the sites haven't been chosen or limited to SJC-owned property, negotiation for acquisition will be impacted by this study, i.e., acquisition cost estimates must be significantly higher than market.)

Answer: Specific sites/locations have not been identified and will not be identified by this study. The purpose of this study is to identify the type and size of a future arts and cultural center facility(s) as well as a general location(s) for such facility(s) within the county (e.g. Ponte Vedra, Nocatee, World Golf Village, Vilano, Historic St. Augustine, St. Augustine Beach, West Augustine, Butler Beach, Crescent Beach, etc.) that best suits the current market and potential future tourism market and arts/cultural offering.

- (d.) If those sites have not been specifically identified, please clarify the purpose of Task 2. To what degree is it intended to:

- (1) Suggest the mix of use category within the complex, appropriate square footage allocated to each use category, and category footage costs. (E.G., a grid showing category Stage-S.F.- S.F.\$ / Seating-S.F.-S.F.\$ / Lobby etc. / Public F&B / Public Galleries and Retail / Public Washrooms / Parking / Dressing Rooms / FFE Storage / Public-Performer Meeting-Rehearsal Rooms / etc.)

Answer: The selected Respondent will be expected to provide three alternative conceptual plans (not conceptual designs) that clearly define what type of arts and cultural facility the County should consider designing in a future project phase. The three conceptual plans should specifically address the aspects listed in Task 2 of the RFP.

- (2) Suggest adjacencies/supporting businesses and amenities, and how they might be incorporated into the space programme or satisfied by adjacent businesses, with the objective of improving the level of SJC visitor experience, and finding synergy with existing and new businesses that will raise both bed tax and commercial tax revenues. (Examples from the March 2017 Analytica Report include advertising, security, production support, creative tech design and production, coordinated event and experiences marketing, lodging, food and beverage sales, and commercial parking. Additionally, promotion of a "cultural district/cultural destination" is repeatedly cited in the 2010 and 2017 studies.)

Answer: Please refer to pages 7 through 10 of the RFP document for a description of required tasks and deliverables associated with this study.

- (3) Suggest various locations in the County that offer more adjacent supporting businesses, thereby lowering Center space needs and construction costs. (For example, Respondent may find that certain locations offer options for partnerships with other businesses that deliver desired outcomes while minimizing construction and land costs.)

Answer: Please refer to pages 7 through 10 of the RFP document for a description of required tasks and deliverables associated with this study.

(e.) In Task 2, as part of the operating pro forma, how should construction capital costs be reflected, E.G., should we assume:

- (1) SJC will build the center, or
- (2) private investors will require a reasonable ROI for the building type, or
- (3) a not-for-profit will secure the costs through one-time donations that won't impact operating expenses?

Answer: The RFP does not require the selected Respondent to identify sources of capital construction costs.

3. Please clarify that St. Johns County (SJC) will NOT be the entity to build nor to operate the intended Arts and Cultural Center. That is, please clarify that this RFP is not seeking architectural proposals, and not for SJC. The SJC Board of County Commissioners and the Tourist Development Council (TDC) have specifically stated that there are no County funds for a build, nor for management, beyond TDC "seed money". Also clarify that no other municipalities in SJC have expressed such ability.

Answer: This study is intended to serve as a planning tool for a future phase of the project. The RFP does not request nor require architectural design of any scale or magnitude.

4. Please clarify that appropriate and full funding for both construction and operations of an Arts and Cultural Center has been proposed by and is expected to be raised by the community of St. Augustine Arts and Cultural organizations, who have expressed strong need, desire, and intent. For several years, those specific organizations, the talent-base for an Arts and Cultural Center, have worked toward this goal, although others may also wish to be involved.

Answer: The County is soliciting proposals for the planning phase of a potential project. Funding for the construction and/or operations of an arts and cultural center will be determined at a future date.

5. Please clarify that an Arts and Cultural Center in St. Johns County should be sized and designed to not compete with the County-run St. Augustine Amphitheatre. Rather, the Center should fulfill the County's March 15, 2010 Destination Master Plan "strategic opportunity" of: "3. Add a civic performing arts center in St. Augustine to complement the Flagler College Auditorium", as well as the TDC's 2017 Strategic Plan.

Answer: The Arts and Cultural Center would be a complement to established facilities in the County, such as the St. Augustine Amphitheatre. The study conducted under award from this RFP shall take into consideration the established facilities when proposing size and location of a new arts and cultural center in St. Johns County. Please refer to Tasks 1 and 2 on pages 8 and 9 of the RFP document. As stated in Task 1 on page 8, the selected Respondent will be provided copies of the Destination Master Plan and the TDC Strategic Plan for review and familiarization.

6. Please clarify that the main thrust of the RFP study is to analyze the relative feasibility and economic impact of any Arts and Cultural Center in different SJC locales, rather than of a specific design or location.

Answer: Please refer to pages 7 through 10 of the RFP document for a description of required tasks and deliverables associated with this study. See also, answer to questions 2(c) and 2(d) above.

7. Please clarify that specific locations for an Arts and Cultural Center must not be pre-determined in the study process, even hypothetically, as that could profoundly prejudice real estate asking prices. Rather, the study should consider general locales and their relative advantages/challenges. Possible locales should include at least: one in, vs. one near downtown St. Augustine, vs. one near Interstate 95. Selection of locale alternatives should consider: best match with and best potential for economic synergy with local businesses; best match with, greatest need, and potential for best synergy with the well-established, burgeoning local talent base of Arts and Cultural organizations, artists and performers; and greatest leverage for positive impression-on and attraction-for tourists.

Answer: Please see answer to question 2(c) above. Please refer to pages 7 through 10 of the RFP document for a description of required tasks and deliverables associated with this study.

8. Please clarify that specific architectural designs should not be detailed in this study. That should come in a later phase, since the County, in the context of this RFP, is not seeking to build or refurbish anything itself.

Answer: The RFP does not request nor require architectural design of any scale or magnitude. This study is intended to serve as a planning tool for a future phase of the project. Please refer to pages 7 through 10 of the RFP document for a description of required tasks and deliverables associated with this study.

9. (a.) Has the County Board of Commissioners established a budget or a range of expected spending for this study? What is the source of the funding?

Answer: This study is being funded by Tourist Development Tax Dollars. At this time, an estimate of expected spending for this project has not been established.

- (b.) What is the source of funding for the project should it move forward?

Answer: The project, which consists of a market analysis and feasibility study is being funded by Tourist Development Tax Dollars.

10. Section C. INSURANCE REQUIREMENTS: *"The Consultant shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable."*

Arts management consultants are not a licensed profession, and as such underwriters do not have an experience base to price coverage, making larger limits prohibitively expensive. Therefore, it is not standard for consultants to carry \$1,000,000 in professional insurance coverage. If required, increased coverage beyond what we typically carry can be provided at an additional cost. Should this be included as an additional line item in the fee proposal?

Answer: Professional Liability or Errors and Omissions Insurance coverage is only required if it is applicable to the Respondent's business classification. All costs associated to a Respondent's proposal should be included in the pricing structure.

11. Reference: Section F. SUB-CONSULTANTS: *"Each Respondent shall also provide documentation to fully demonstrate the qualifications of any and all proposed sub-consultants and that they have sufficient and relevant experience and credentials to perform the services described herein. This information shall be provided in the form of resumes of all sub-consultants including any and all licenses/permits/certifications held..."*

Can you clarify whether Attachment 3-G should include actual copies of licenses, permits and certifications for all sub-consultants, or just provide reference to the licenses, permits and certifications held?

Answer: Attachment 3-G must have all licenses, permits and certifications listed. If available from Sub-consultants, copies of the documents should be provided as proof of the license, etc. listed on the attachment.

12. Reference: On page 3- paragraph 3, page 4-paragraph 2-A, page 7-paragraph D-bullet 4, etc.:
We would like to clarify the intended matrix of options to be developed for analysis. The RFP describes "three alternatives for the design and location of a multi-use facility". Then on page 6-paragraph 3A, the phrase "(i.e. a single large center, several smaller centers, etc.)". Can you elaborate on your view of the process that defines the "3 alternatives"? Specifically, does the CBC envision that the needs analysis and user interview process will narrow the program options and county locations prior to the development of site evaluations, building program, conceptual diagrams, operating model and economic impact study? Or will there be three parallel scenarios with concurrent full evaluations?

Answer: The RFP does not require site evaluations, nor does it require architectural design of any scale or magnitude. This study is intended to serve as a planning tool for a future phase of the project. As stated in Task 2 on page 9, each of the three alternatives must include a recommendation of types of use, overall facility square footage, amount of space dedicated to each use type, number of seats/studios/galleries, number of parking spaces, recommended approximate location(s) in the county, parcel size requirements, etc. As stated in Tasks 3 and 4, any differences between the financial viability assessment and economic impact of the three facility concept plans should be presented in a comparative manner.

13. Are there more than 3 separate sites distributed throughout the County that are to be evaluated for adequate size, for having suitable features (e.g. access), and that can be affordably developed? Is the intention then to narrow the larger list down to 3 for further evaluation?

Answer: Please see answer to question 2(c) above.

14. Can you confirm that the Owner (the County) will assume responsibility to provide a budget for "Acquisition" assuming this to be land acquisition, as our team would not have the information to estimate this particular cost?

Answer: The RFP does not require the selected Respondent to identify sources of acquisition, capital or operating costs. The selected Respondent will be expected to provide an order of magnitude cost for all aspects of the three alternatives including land or building acquisition costs as outlined in each of the three alternatives. It is expected that the selected Respondent would utilize real estate comparisons for areas in the County to determine estimated land acquisition costs.

15. Reference: On page 7-paragraph D-bullet 1: "Analyze existing performing, exhibition and studio space in St Johns County:"- This raises three questions,

- (a.) Is the inventory as described on page 8 in Task 1- bullet 6 available for review? Or alternatively, can you provide us with an estimate of how many individual performance venues within the County are on such an inventory?

Answer: There are between 12 and 18 facilities which currently provide performing space in the County. These spaces consist primarily of three or four County/municipal facilities, the Flagler College auditorium, space owned or leased by a few local non-profit organizations and several high school gymnasiums.

- (b.) For exhibition and studio space are you asking about public spaces or public and private space available for rental use? Is there an inventory of these exhibition and studio spaces as described on page 8 in Task 1- bullet 6 that can be reviewed in advance? Or alternatively, can you provide an estimate as to how many individual locations are on such a County wide inventory?

Answer: An inventory of space is not available for review however the intent of this bullet is for the selected contractor to be generally aware of the existing amenities including both public and private designated studio and exhibition space. There are estimated no more than 20 locations in the County.

- (c.) What type of analysis is required, a utilization analysis or existing conditions analysis, or both?

Answer: Please refer to the deliverables of Task 1 on page 8 of the RFP document. A specific written analysis is not required however the availability, utility and use of the space should be considered by the selected Respondent when developing the three alternative concepts in Task 2 (see pages 8 and 9 of the RFP document).

- (d.) Reference: Page 8 in Task 2- bullets 3 and 4: The RFP uses terms like "facility concept plans" and "diagrams" and under Deliverables, "Layout and configuration diagrams", to define the scope of the project options. If you can provide a slightly more tangible description of the expected work product that would be useful in defining the scope of our effort. The range of options can be from simple plan arrangement diagrams that describe the relative scale and adjacency of project components, to a full set of developed architectural floor plans (with walls, doors, and features) that can define building massing and architectural features. We'd like to help assure that all respondents make similar assumptions, as this scope definition can have a large impact on the fee response.

Answer: The RFP does not request nor require architectural design of any scale or magnitude. The facility concept plan shall address all the components outlined in the third bullet of Task 2. The diagrams should convey the types of use for each space within the facility(s), the approximate size and when applicable number of seats or number of parking spaces of each area of use as well as a proposed potential location of the various use spaces within the overall facility. This study is intended to serve as a planning tool for a future phase of the project in which one of the three alternatives would be selected and the facility would be designed for construction.

16. Reference: Page 9, Task 4:

- (a.) Is recent tourism related arts spending available, or is a survey required?

Answer: The County does not currently have adequate facilities to generate meaningful County specific arts spending data. Data and spending trends for the economic impact study will likely need to come from sources outside the County.

- (b.) "Task 4: The analysis should take into consideration both direct and indirect economic impacts including but not limited to tourist development tax revenues, sales and property tax revenue, job creation and support, infrastructure maintenance, etc."

Does the County require an analysis that details the specific tax impacts (i.e. tourist development tax revenues, vs. sales & property tax revenue, etc.) or is the standard approach which delineates economic impact for both local and non-local audiences to state and local government revenues sufficient?

Answer: The economic impact analysis report for an arts and cultural center should be broken down into the major categories listed in Task 4.

17. Will the County provide the three specific site options for analysis or will the Consultant need to identify the sites? If the consultant needs to identify, is there a list of sites that can be used for consideration?

Answer: See answer to 2(c) above.



18. Are you looking for a detailed written program that would detail back of house, technical requirements, and an overall summary of performance and front of house spaces, if a facility is recommended?

Answer: Please see the third bullet of Task 2 on page 8 of the RFP document for a description of what is expected in each of the three alternative plans.

19. Do you have a set budget for the assignment?

Answer: At this time, an estimate of expected spending for this project has not been established.

THE RFP DUE DATE REMAINS DECEMBER 21, 2017 AT 4:00 P.M.

Acknowledgment

Signature and Date

Charles Johnson, President
Printed Name/Title

C.H. Johnson Consulting, Inc.
Company Name (Print)

Sincerely,

Diana M. Fye, CPPB
Procurement Coordinator

END OF ADDENDUM NO. 1

SECTION 8: OTHER REQUIRED FORMS



RFP 18-26

During the preparation of the RFP, the following addenda, if any, were received:

No.: 1 Date Received: 12/18/17 No.: _____ Date Received: _____
No.: _____ Date Received: _____ No.: _____ Date Received: _____

The undersigned declares that the statements and representations made in this proposal are true in every respect and that the said proposal is in all respects fair and made without collusion or fraud, and that no member of the Board of County Commissioners, or any other agent or employee of the County, director or indirectly, is interested in this proposal or in any profits expected to accrue therefrom.

FULL LEGAL COMPANY NAME: C.H. Johnson Consulting, Inc.

MAILING ADDRESS: 6 E Monroe St, 5th Floor, Chicago, IL 60603

MINORITY OR WOMAN OWNED BUSINESS: _____

FEDERAL ID NUMBER OR SOCIAL SECURITY NUMBER: 36-4074772

SIGNATURE OF AUTHORIZED REPRESENTATIVE: *Charles H. Johnson*

Charles H. Johnson
(Typed/Printed Name of Authorized Representative)

TITLE OF REPRESENTATIVE: President

DATE OF SIGNATURE: 12/9/17

TELEPHONE NO: 312-447-2010

FAX NO: 312-444-1125

EMAIL ADDRESS: cjohnson@chjc.com

JOHNSON CONSULTING MISSION STATEMENT

Johnson Consulting is committed to providing governments, developers, and not-for-profits with real estate market and financial analysis and project implementation support for urban and destination-oriented projects.

We guide our clients through organizational advancement by way of best-practice advisory services.

We promote the following values through our work: objectivity, independence, economic pragmatism, and social responsibility.



**JOHNSON
CONSULTING**

JOHNSON CONSULTING
6 East Monroe Street, 5th Floor
Chicago, IL 60603
312.447.2010 | chjc.com



St. Johns County Board of County Commissioners

Purchasing Division

December 13, 2017

ADDENDUM #1 (REVISED 12.18.17)

To: Prospective Respondents
From: St. Johns County Purchasing Department
Subject: RFP No. 18-26, SJC Arts and Cultural Center Market Analysis and Feasibility Study

This Addendum #1 is issued for further respondent's information and is hereby incorporated into the RFP documents. Each respondent will ascertain before submitting a proposal that he/she has received all Addenda, and must return an original copy of this signed Addendum with the submitted proposal to the St. Johns County Purchasing Department; Diana M. Fye, CPPB; Procurement Coordinator; 500 San Sebastian View; St. Augustine, FL 32084. An electronic copy must also be included with the electronic copy of the submitted proposal.

A. QUESTIONS:

1. Can you please let me know if proposing as a consultant on this project would preclude us from proposing on the future architectural/engineering work if and when the County decides to move forward with designing the performing arts center?

Answer: No, submitting a response to this RFP does not preclude a firm from responding to future solicitations related to any Art and Cultural Center projects that may occur.

This RFP does not request nor require architectural design of any scale or magnitude, it only involves conceptual plans not conceptual designs. This study is intended to serve as a planning tool for a future phase of the project in which one of the concept plan deliverables would be selected and the County would issue a Request for Qualifications (RFQ) for the design of the facility.

2. This is a Request for Information about RFP# 18-26, Arts and Cultural Center Feasibility Study. Please note that, in general, our information request relates to the degree to which this Study is a Market Feasibility Study, versus an Architectural Concept Plan. We must observe that the core decisions relate to the value of an arts and culture center for increasing bed tax revenue and benefit to full-time residents that is both tangible and supportive. It may be appropriate at this time to limit the architectural concept plans to an ideal space allocation and related costs, with priorities for space reconfiguration that would improve financial outcomes at the least reduction in functionality.

- (a.) Could Task 2, first and second points, move into Task 1? (They involve many of the same correspondents already being interviewed in Task 1.)

Answer: Submitted proposals must fully address all tasks and deliverables. If a Respondent chooses to propose a change in order of the tasks or points within a task, justification for the reordering should be provided as part of the submitted proposal.

- (b.) Could Task 3 be completed before Task 2? (The potential tenants' capacity and interests should guide space programme and location factors being estimated in Task 2.)

Answer: Submitted proposals must fully address all tasks and deliverables. If a Respondent chooses to propose a change in order of the tasks or points within a task, justification for the reordering should be provided as part of the submitted proposal.

- (c.) In Task 2, which three sites are to be analyzed and built into concept plans? How were those sites chosen? (If the sites haven't been chosen or limited to SJC-owned property, negotiation for acquisition will be impacted by this study, i.e., acquisition cost estimates must be significantly higher than market.)

Answer: Specific sites/locations have not been identified and will not be identified by this study. The purpose of this study is to identify the type and size of a future arts and cultural center facility(s) as well as a general location(s) for such facility(s) within the county (e.g. Ponte Vedra, Nocatee, World Golf Village, Vilano, Historic St. Augustine, St. Augustine Beach, West Augustine, Butler Beach, Crescent Beach, etc.) that best suits the current market and potential future tourism market and arts/cultural offering.

- (d.) If those sites have not been specifically identified, please clarify the purpose of Task 2. To what degree is it intended to:

- (1) Suggest the mix of use category within the complex, appropriate square footage allocated to each use category, and category footage costs. (E.G., a grid showing category Stage-S.F.- S.F.\$ / Seating-S.F.-S.F.\$ / Lobby etc. / Public F&B / Public Galleries and Retail / Public Washrooms / Parking / Dressing Rooms / FFE Storage / Public-Performer Meeting-Rehearsal Rooms / etc.)

Answer: The selected Respondent will be expected to provide three alternative conceptual plans (not conceptual designs) that clearly define what type of arts and cultural facility the County should consider designing in a future project phase. The three conceptual plans should specifically address the aspects listed in Task 2 of the RFP.

- (2) Suggest adjacencies/supporting businesses and amenities, and how they might be incorporated into the space programme or satisfied by adjacent businesses, with the objective of improving the level of SJC visitor experience, and finding synergy with existing and new businesses that will raise both bed tax and commercial tax revenues. (Examples from the March 2017 Analytica Report include advertising, security, production support, creative tech design and production, coordinated event and experiences marketing, lodging, food and beverage sales, and commercial parking. Additionally, promotion of a "cultural district/cultural destination" is repeatedly cited in the 2010 and 2017 studies.)

Answer: Please refer to pages 7 through 10 of the RFP document for a description of required tasks and deliverables associated with this study.

- (3) Suggest various locations in the County that offer more adjacent supporting businesses, thereby lowering Center space needs and construction costs. (For example, Respondent may find that certain locations offer options for partnerships with other businesses that deliver desired outcomes while minimizing construction and land costs.)

Answer: Please refer to pages 7 through 10 of the RFP document for a description of required tasks and deliverables associated with this study.

(e.) In Task 2, as part of the operating pro forma, how should construction capital costs be reflected, E.G., should we assume:

- (1) SJC will build the center, or
- (2) private investors will require a reasonable ROI for the building type, or
- (3) a not-for-profit will secure the costs through one-time donations that won't impact operating expenses?

Answer: The RFP does not require the selected Respondent to identify sources of capital construction costs.

3. Please clarify that St. Johns County (SJC) will NOT be the entity to build nor to operate the intended Arts and Cultural Center. That is, please clarify that this RFP is not seeking architectural proposals, and not for SJC. The SJC Board of County Commissioners and the Tourist Development Council (TDC) have specifically stated that there are no County funds for a build, nor for management, beyond TDC "seed money". Also clarify that no other municipalities in SJC have expressed such ability.

Answer: This study is intended to serve as a planning tool for a future phase of the project. The RFP does not request nor require architectural design of any scale or magnitude.

4. Please clarify that appropriate and full funding for both construction and operations of an Arts and Cultural Center has been proposed by and is expected to be raised by the community of St. Augustine Arts and Cultural organizations, who have expressed strong need, desire, and intent. For several years, those specific organizations, the talent-base for an Arts and Cultural Center, have worked toward this goal, although others may also wish to be involved.

Answer: The County is soliciting proposals for the planning phase of a potential project. Funding for the construction and/or operations of an arts and cultural center will be determined at a future date.

5. Please clarify that an Arts and Cultural Center in St. Johns County should be sized and designed to not compete with the County-run St. Augustine Amphitheatre. Rather, the Center should fulfill the County's March 15, 2010 Destination Master Plan "strategic opportunity" of: "3. Add a civic performing arts center in St. Augustine to complement the Flagler College Auditorium", as well as the TDC's 2017 Strategic Plan.

Answer: The Arts and Cultural Center would be a complement to established facilities in the County, such as the St. Augustine Amphitheatre. The study conducted under award from this RFP shall take into consideration the established facilities when proposing size and location of a new arts and cultural center in St. Johns County. Please refer to Tasks 1 and 2 on pages 8 and 9 of the RFP document. As stated in Task 1 on page 8, the selected Respondent will be provided copies of the Destination Master Plan and the TDC Strategic Plan for review and familiarization.

6. Please clarify that the main thrust of the RFP study is to analyze the relative feasibility and economic impact of any Arts and Cultural Center in different SJC locales, rather than of a specific design or location.

Answer: Please refer to pages 7 through 10 of the RFP document for a description of required tasks and deliverables associated with this study. See also, answer to questions 2(c) and 2(d) above.

7. Please clarify that specific locations for an Arts and Cultural Center must not be pre-determined in the study process, even hypothetically, as that could profoundly prejudice real estate asking prices. Rather, the study should consider general locales and their relative advantages/challenges. Possible locales should include at least: one in, vs. one near downtown St. Augustine, vs. one near Interstate 95. Selection of locale alternatives should consider: best match-with and best potential for economic synergy with local businesses; best match with, greatest need, and potential for best synergy with the well-established, burgeoning local talent base of Arts and Cultural organizations, artists and performers; and greatest leverage for positive impression-on and attraction-for tourists.

Answer: Please see answer to question 2(c) above. Please refer to pages 7 through 10 of the RFP document for a description of required tasks and deliverables associated with this study.

8. Please clarify that specific architectural designs should not be detailed in this study. That should come in a later phase, since the County, in the context of this RFP, is not seeking to build or refurbish anything itself.

Answer: The RFP does not request nor require architectural design of any scale or magnitude. This study is intended to serve as a planning tool for a future phase of the project. Please refer to pages 7 through 10 of the RFP document for a description of required tasks and deliverables associated with this study.

9. (a.) Has the County Board of Commissioners established a budget or a range of expected spending for this study? What is the source of the funding?

Answer: This study is being funded by Tourist Development Tax Dollars. At this time, an estimate of expected spending for this project has not been established.

- (b.) What is the source of funding for the project should it move forward?

Answer: The project, which consists of a market analysis and feasibility study is being funded by Tourist Development Tax Dollars.

10. Section C. INSURANCE REQUIREMENTS: *"The Consultant shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable."*

Arts management consultants are not a licensed profession, and as such underwriters do not have an experience base to price coverage, making larger limits prohibitively expensive. Therefore, it is not standard for consultants to carry \$1,000,000 in professional insurance coverage. If required, increased coverage beyond what we typically carry can be provided at an additional cost. Should this be included as an additional line item in the fee proposal?

Answer: Professional Liability or Errors and Omissions Insurance coverage is only required if it is applicable to the Respondent's business classification. All costs associated to a Respondent's proposal should be included in the pricing structure.

11. Reference: Section F. SUB-CONSULTANTS: *"Each Respondent shall also provide documentation to fully demonstrate the qualifications of any and all proposed sub-consultants and that they have sufficient and relevant experience and credentials to perform the services described herein. This information shall be provided in the form of resumes of all sub-consultants including any and all licenses/permits/certifications held..."*

Can you clarify whether Attachment 3-G should include actual copies of licenses, permits and certifications for all sub-consultants, or just provide reference to the licenses, permits and certifications held?

Answer: Attachment 3-G must have all licenses, permits and certifications listed. If available from Sub-consultants, copies of the documents should be provided as proof of the license, etc. listed on the attachment.

12. Reference: On page 3- paragraph 3, page 4-paragraph 2-A, page 7-paragraph D-bullet 4, etc.:
We would like to clarify the intended matrix of options to be developed for analysis. The RFP describes "three alternatives for the design and location of a multi-use facility". Then on page 6-paragraph 3A, the phrase "(i.e. a single large center, several smaller centers, etc.)". Can you elaborate on your view of the process that defines the "3 alternatives"? Specifically, does the CBC envision that the needs analysis and user interview process will narrow the program options and county locations prior to the development of site evaluations, building program, conceptual diagrams, operating model and economic impact study? Or will there be three parallel scenarios with concurrent full evaluations?

Answer: The RFP does not require site evaluations, nor does it require architectural design of any scale or magnitude. This study is intended to serve as a planning tool for a future phase of the project. As stated in Task 2 on page 9, each of the three alternatives must include a recommendation of types of use, overall facility square footage, amount of space dedicated to each use type, number of seats/studios/galleries, number of parking spaces, recommended approximate location(s) in the county, parcel size requirements, etc. As stated in Tasks 3 and 4, any differences between the financial viability assessment and economic impact of the three facility concept plans should be presented in a comparative manner.

13. Are there more than 3 separate sites distributed throughout the County that are to be evaluated for adequate size, for having suitable features (e.g. access), and that can be affordably developed? Is the intention then to narrow the larger list down to 3 for further evaluation?

Answer: Please see answer to question 2(c) above.

14. Can you confirm that the Owner (the County) will assume responsibility to provide a budget for "Acquisition" assuming this to be land acquisition, as our team would not have the information to estimate this particular cost?

Answer: The RFP does not require the selected Respondent to identify sources of acquisition, capital or operating costs. The selected Respondent will be expected to provide an order of magnitude cost for all aspects of the three alternatives including land or building acquisition costs as outlined in each of the three alternatives. It is expected that the selected Respondent would utilize real estate comparisons for areas in the County to determine estimated land acquisition costs.

15. Reference: On page 7-paragraph D-bullet 1: "Analyze existing performing, exhibition and studio space in St Johns County:"- This raises three questions,

- (a.) Is the inventory as described on page 8 in Task 1- bullet 6 available for review? Or alternatively, can you provide us with an estimate of how many individual performance venues within the County are on such an inventory?

Answer: There are between 12 and 18 facilities which currently provide performing space in the County. These spaces consist primarily of three or four County/municipal facilities, the Flagler College auditorium, space owned or leased by a few local non-profit organizations and several high school gymnasiums.

- (b.) For exhibition and studio space are you asking about public spaces or public and private space available for rental use? Is there an inventory of these exhibition and studio spaces as described on page 8 in Task 1- bullet 6 that can be reviewed in advance? Or alternatively, can you provide an estimate as to how many individual locations are on such a County wide inventory?

Answer: An inventory of space is not available for review however the intent of this bullet is for the selected contractor to be generally aware of the existing amenities including both public and private designated studio and exhibition space. There are estimated no more than 20 locations in the County.

(c.) What type of analysis is required, a utilization analysis or existing conditions analysis, or both?

Answer: Please refer to the deliverables of Task 1 on page 8 of the RFP document. A specific written analysis is not required however the availability, utility and use of the space should be considered by the selected Respondent when developing the three alternative concepts in Task 2 (see pages 8 and 9 of the RFP document).

(d.) Reference: Page 8 in Task 2- bullets 3 and 4: The RFP uses terms like "facility concept plans" and "diagrams" and under Deliverables, "Layout and configuration diagrams", to define the scope of the project options. If you can provide a slightly more tangible description of the expected work product that would be useful in defining the scope of our effort. The range of options can be from simple plan arrangement diagrams that describe the relative scale and adjacency of project components, to a full set of developed architectural floor plans (with walls, doors, and features) that can define building massing and architectural features. We'd like to help assure that all respondents make similar assumptions, as this scope definition can have a large impact on the fee response.

Answer: The RFP does not request nor require architectural design of any scale or magnitude. The facility concept plan shall address all the components outlined in the third bullet of Task 2. The diagrams should convey the types of use for each space within the facility(s), the approximate size and when applicable number of seats or number of parking spaces of each area of use as well as a proposed potential location of the various use spaces within the overall facility. This study is intended to serve as a planning tool for a future phase of the project in which one of the three alternatives would be selected and the facility would be designed for construction.

16. Reference: Page 9, Task 4:

(a.) Is recent tourism related arts spending available, or is a survey required?

Answer: The County does not currently have adequate facilities to generate meaningful County specific arts spending data. Data and spending trends for the economic impact study will likely need to come from sources outside the County.

(b.) *"Task 4: The analysis should take into consideration both direct and indirect economic impacts including but not limited to tourist development tax revenues, sales and property tax revenue, job creation and support, infrastructure maintenance, etc."*

Does the County require an analysis that details the specific tax impacts (i.e. tourist development tax revenues, vs. sales & property tax revenue, etc.) or is the standard approach which delineates economic impact for both local and non-local audiences to state and local government revenues sufficient?

Answer: The economic impact analysis report for an arts and cultural center should be broken down into the major categories listed in Task 4.

17. Will the County provide the three specific site options for analysis or will the Consultant need to identify the sites? If the consultant needs to identify, is there a list of sites that can be used for consideration?

Answer: See answer to 2(c) above.

18. Are you looking for a detailed written program that would detail back of house, technical requirements, and an overall summary of performance and front of house spaces, if a facility is recommended?

Answer: Please see the third bullet of Task 2 on page 8 of the RFP document for a description of what is expected in each of the three alternative plans.

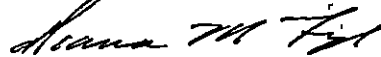
19. Do you have a set budget for the assignment?

Answer: At this time, an estimate of expected spending for this project has not been established.

THE RFP DUE DATE REMAINS DECEMBER 21, 2017 AT 4:00 P.M.

Acknowledgment

Sincerely,



Diana M. Fye, CPPB
Procurement Coordinator

Signature and Date

Printed Name/Title

Company Name (Print)

END OF ADDENDUM NO. 1



**ST. JOHNS COUNTY
BOARD OF COUNTY COMMISSIONERS**

**RFP NO: 18-26
REQUEST FOR PROPOSALS**

**SJC ARTS AND CULTURAL CENTER
MARKET ANALYSIS AND FEASIBILITY STUDY**

St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine FL 32084
(904) 209-0150 – Main

FINAL: 11/14/17

REQUEST FOR PROPOSALS (RFP) NO 18-26

SJC ARTS AND CULTURAL CENTER MARKET ANALYSIS AND FEASIBILITY STUDY

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ST. JOHNS COUNTY, FL

RFP NO: 18-26 SJC Arts and Cultural Center Market Analysis and Feasibility Study

PART I: ADVERTISEMENT

Notice is hereby given that St. Johns County, FL is soliciting responses for **RFP No: 18-26 SJC Arts and Cultural Center Market Analysis and Feasibility Study**. Interested and qualified respondents may submit RFP Packages, according to the requirements described herein, to the St. Johns County Purchasing Department. **All RFP Packages are due by or before 4:00PM (EST) on December 21, 2017.** Any packages delivered to or received after the 4:00PM deadline will not be considered and shall be returned unopened to the addressee.

St. Johns County is soliciting proposals from qualified and experienced vendors for the provision of any and all materials, labor and equipment necessary to conduct a comprehensive feasibility study including a market analysis and economic impact assessment and propose three alternatives for the design and location of a multi-use facility.

RFP Packages are available for downloading from Onvia Demandstar, Inc., at their website www.demandstar.com, or by calling 800-711-1712 and requesting Document #18-26. Vendors registered with Demandstar may download most packages at no cost from the website. Download fees may apply to vendors not registered on the website. Packages are also available from the SJC Purchasing Department. When making a request provide the full company name, full company address, company phone number, primary contact and email address.

Any and all questions or requests for information relating to this Request for Proposal shall be **submitted in writing** by or before close of business (5:00PM) on December 6, 2017, to the Designated Point of Contact provided below:

Designated Point of Contact: Diana M. Fye, CPPB, Procurement Coordinator
SJC Purchasing Department
500 San Sebastian View
St. Augustine FL 32084
Email: dfye@sjcfl.us
Fax: (904) 209-0163

In the event the Designated Point of Contact provided above is absent or otherwise unavailable, firms may contact Leigh Daniels, CPPB, Procurement Supervisor at ldaniels@sjcfl.us.

Interested firms shall not contact any staff member of St. Johns County, including members of the Board of County Commissioners, except the above referenced individual, with regard to this RFP as stated in SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". Any such communication may result in disqualification from consideration for award of a contract for these services.

RFP Packages **MUST** be submitted in a **SEALED** envelope/container and clearly marked on the exterior of the package: **RFP 18-26 SJC Arts and Cultural Center Market Analysis and Feasibility Study**. Each package submitted must have the respondent's name and mailing address marked plainly on the outside of the envelope/container. Each submitted RFP Package shall consist of one (1) original hard-copy, which shall include all required documents and any supplemental information, and one (1) exact electronic copy submitted on a USB drive.

Deliver or Ship RFP Packages to: St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine FL 32084

Vendors shall not contact, lobby or otherwise communicate with any SJC employee, including any member of the Board of County Commissioners, other than the above referenced individual from the point of advertisement of the RFP until contract(s) are executed by all parties, per SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". According to SJC policy, any such communication shall disqualify the vendor or Contractor from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate or request for proposals and possible debarment for periods up to twelve (12) months.

Any bidder, proposer or person substantially and adversely affected by an intended decision or by any term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or Request for Proposals, shall file

with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than seventy two (72) hours (excluding Saturdays, Sundays, and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, notice of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in St. Johns County's Purchasing Manual. All of the terms and conditions of the County's Purchasing Manual are incorporated by reference and are fully binding.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA
HUNTER S. CONRAD, CLERK

BY: _____
Deputy Clerk

PART II: INTRODUCTION

A. PURPOSE

St. Johns County is soliciting sealed Request for Proposal packages for the purpose of awarding a contract for the provision of any and all materials, labor and equipment necessary to conduct a comprehensive feasibility study including a market analysis and economic impact assessment and propose three alternatives for the design and location of a multi-use facility.

B. TENTATIVE SCHEDULE OF EVENTS

The County proposes the following tentative schedule of events for this Request for Proposals, and subsequent contract award. This schedule is for planning purposes only, and is subject to change, without notice, based upon the County's needs.

| | |
|--|-------------------|
| Advertisement of Request for Proposals | November 16, 2017 |
| Deadline for Questions / Requests for Information/Clarifications | December 6, 2017 |
| Issuance of Final Addendum | December 13, 2017 |
| Due Date for Submittal of RFP Packages | December 21, 2017 |
| Evaluation Meeting for submitted RFP Packages | January 11, 2018 |
| BOCC Meeting for Approval of Award to Recommended Firm | February 20, 2018 |
| Negotiation of Contract | February 23, 2018 |
| Award of Contract | March 7, 2018 |

C. DESIGNATED POINT OF CONTACT FOR QUESTIONS/INFORMATION

Any and all questions or requests for information relating to this Request for Proposal shall be submitted *in writing* by or before close of business (5:00PM) on December 6, 2017, to the Designated Point of Contact provided below:

Designated Points of Contact: Diana M. Fye, CPPB, Procurement Coordinator
SJC Purchasing Department
500 San Sebastian View
St. Augustine FL 32084
Email: dfye@sjcfl.us
Fax: (904) 209-0163

In the event the Designated Point of Contact provided above is absent or otherwise unavailable, firms may contact Leigh Daniels, Procurement Supervisor at ldaniels@sjcfl.us.

Interested firms shall not contact any staff member of St. Johns County, including members of the Board of County Commissioners, except the above referenced individual, with regard to this RFP as stated in SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". Any such communication shall result in disqualification from consideration for award of a contract for these services.

D. ADDENDA

Any and all clarifications, answers to questions, or changes to this RFP shall be provided through a County issued Addendum, posted on www.demandstar.com. Any clarifications, answers, or changes provided in any manner other than a formally issued addendum, are to be considered "unofficial" and shall not bind the County to any requirements, terms or conditions not stated herein.

The County shall make every possible, good faith effort to issue any and all addenda no later than seven (7) days prior to the due date for proposals. Any addenda issued after this date, shall be for material, necessary clarifications to the Request for Proposal.

Any and all issued Addenda must be included with all copies of each Respondent's submitted RFP Package. Failure to submit an issued addendum with the submitted RFP Package may result in the Respondent being deemed non-responsive, and being removed from consideration for award.

E. DUE DATE & LOCATION

Packages submitted in response to this Request for Proposal must be delivered to, and received by the SJC Purchasing Department by or before four o'clock (4:00PM) on **Thursday, December 21, 2017**. Any packages received after this deadline will be deemed unresponsive, and shall be returned to the addressee unopened.

RFP Packages shall be delivered to: St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine, FL 32084
Attn: Diana M. Fye, CPPB, Procurement Coordinator

F. DETERMINATION OF RESPONSIVENESS

The Procurement Coordinator shall make a determination for each respondent, as to the responsiveness of the submitted RFP Package to the requirements provided herein. Any respondent who is not responsive to the requirements of this Request for Proposals may be determined non-responsive, and may be removed from consideration by the Evaluation Committee. Only those respondents who are fully responsive to the requirements herein will be evaluated for consideration of award.

The County reserves the right to waive any minor formality or irregularity in any submitted RFP Proposal. However, any missing information or document(s) that are material to the purpose of the RFP shall not be waived as a minor formality.

G. EVALUATION OF RESPONSES

All responsive RFP Packages shall be evaluated by an Evaluation Committee of no less than three (3) representatives. Each Evaluation Committee Member will receive an electronic copy of all responsive RFP Packages submitted, a copy of the RFP Document with all issued Addenda, an Evaluator's Score Sheet, and an Evaluator's Narrative Sheet. Each Committee Member shall then evaluate each RFP Package according to the criteria provided herein. Each Committee Member shall evaluate the RFP Packages individually, with no communication, coordination, or influence from any other individual(s). Scores for each Respondent shall be recorded on the Evaluator's Score Sheet, and an explanation of the scores shall be provided on the Evaluator Narrative Sheet. A public Evaluation Meeting will be held by the SJC Purchasing Department to record the scores from each Evaluation Committee Member, and to rank the responding firms based on the Evaluation Committee scores.

The County desires to avoid the expense to all parties of unnecessary presentations; however, the County may elect to conduct oral interviews or presentations from one or more of the respondents in order to make a final determination of the top rankings. If the County elects to conduct oral interviews or presentations, a notice of the meeting will be posted, and firms selected to participate in interviews/presentations will be notified.

County Staff may consider any evidence available regarding financial, technical, other qualifications and abilities of a respondent, including past performance (experience) with the County prior to recommending approval of award to the St. Johns County Board of County Commissioners.

H. EVALUATION CRITERIA

It is the intention of St. Johns County to evaluate, and rank the respondents that submit RFP Packages from highest to lowest utilizing the evaluation criteria listed below.

Evaluation of the responses to this RFP will comply with the specific criteria as follows:

| <u>Evaluation Criteria:</u> | <u>Maximum Possible Points Per Evaluator:</u> |
|---|---|
| A. Price Proposal | 20 |
| B. Company & Staff Qualifications and Resources | 25 |
| C. Related Experience | 25 |
| D. Approach to Services/Methodology | 25 |
| E. Workload and Availability | 5 |
| Total Maximum Points Possible: 100 | |

I. CONTRACT AWARD

Recommendation shall be made to the Board of County Commissioners by County Staff to enter into negotiations with the highest ranked firm with the intention of coming to agreement over terms, conditions, and pricing in order to award a Contract for the services described herein.

J. CONTRACT PERFORMANCE

At any point in time during the term of the Contract with the awarded Consultant, County Staff may review records of performance to ensure that the Consultant is continuing to provide sufficient financial support, equipment and organization as prescribed herein. The County may place said contract on probationary status and implement termination procedures if the County determines that a Consultant no longer possesses the financial support, equipment and organization which would have been necessary during the RFP evaluation period in order to comply with this demonstration of competency section.

PART III: GENERAL REQUIREMENTS

A. GENERAL SCOPE OF WORK

St. Johns County is seeking a consultant or firm to conduct a comprehensive feasibility study including a market analysis and economic impact assessment and propose three alternatives for the design and location of a multi-use facility. An arts and cultural center, which may include space for performance art, exhibition space, studio/classroom space, administrative offices, retail space, public space and green space, has been recommended by multiple County studies as a way to further grow local tourism by diversifying the range and type of experiences available to visitors. Because of County tourism use patterns and the diversity of tourism attractions across the county, this study will provide information to assist in deciding if further steps should be made towards developing an arts and cultural center and if so what that development might look like (i.e. a single large center, several smaller centers, etc.).

B. BACKGROUND

In 2010, the Destination Marketing Plan, completed by PGAV Destinations, cited the lack of a true civic performing arts facility in the County's cultural tourism hubs and recommended the development of a civic performing arts center to complement the primary existing venue which is located in downtown St. Augustine, Flagler College Auditorium. The Destination Marketing Plan noted that the dependence of the County's arts and culture community upon the Flagler College venue along with the lack of affordable working space for artists presents challenges to the development and continued support of a robust local arts and culture tourism industry.

At the time of the Destination Marketing Plan completion, the County and the community were not prepared to take the next steps necessary to move an arts and cultural center development project forward, however, arts and cultural

offerings continued to grow and diversify as supporting amenities and visitation allowed.

Over the last year, the idea of developing an arts and cultural center was revisited during the 2017 Tourism Development Strategic Planning process which was completed by Analytica. The Strategic Plan notes that "St. Johns County faces an ongoing structural shortfall of resources adequate to meet needs and public expectations" and recommends the Tourist Development Council (TDC) pursue the growth of structural resources for a variety of tourism sectors.

It is believed that the development of an arts and cultural center in St. Johns County would result in a broader and more diverse arts and cultural offering and allow for the pursuit of regional and national exhibits further improving the quality of offered content. Improvements in arts and cultural program offerings could leverage existing tourism trends and boost overnight stays for evening and weekend entertainment and potentially increase the length of stay of the current tourism base.

C. MINIMUM QUALIFICATIONS

Respondents must be currently licensed to do business in the State of Florida, must have a minimum of three (3) years' experience in conducting market analysis and feasibility studies, and show proof thereof in each copy of the submitted RFP Package.

Respondents must submit supporting documentation establishing number of years in business such as business licenses and (if applicable) a Sunbiz report with the company registered as "Active".

Copies of any and all licenses, permits, certifications and any and all other relevant documentation must be submitted with each respondent's RFP Package on **Attachment "3-A"**, Licenses, Permits, and Certifications, provided herein.

County Staff may consider any evidence available regarding financial, technical, other qualifications and abilities of a Respondent, including past performance (experience) with the County prior to recommending approval of award to the St. Johns County Board of County Commissioners.

At any point in time during the term of the Contract with the awarded Consultant, County Staff may review records of performance to ensure that the Consultant is continuing to provide sufficient financial support, equipment and organization as prescribed herein. The County may place said contract on probationary status and implement termination procedures if the County determines that a Consultant no longer possesses the financial support, equipment and organization which would have been necessary during the RFP evaluation period in order to comply with this demonstration of competency section.

D. SCOPE OF SERVICES

The goal of this study is to take a subject of substantial community interest and determine the financial and market feasibility as well as the economic benefit. This study seeks to:

- Analyze existing performing, exhibition and studio space in St. Johns County;
- Estimate market demand for performing, exhibition and studio space in St. Johns County;
- Identify potentially competing venues within 100 miles radius of St. Johns County;
- Develop three facility development concept plans (e.g. facility size, square footage of property, approximate location in the county, use of space, number of seats for performance space, number of studios/galleries, number of parking spaces, etc.);
- Estimate feasible venue/space rental fees based on potential tenants;
- Estimate rough order of magnitude costs to develop each of the three concept plans; and
- Project annual revenue and operational costs for each of the three concept plans.

The Consultant must propose a timeline as part of the submittal.

Task 1 – Familiarization and Project Initiation

- Preliminary meeting or phone conference with St. Johns County staff and County’s cultural marketing Consultant to confirm goals of the project;
- Identify and review relevant studies including the St. Johns County Destination Marketing Report (2008) and the St. Johns County Tourism Development Strategic Plan (2017), as well as performing art or art and cultural center studies undertaken in regions of similar size and demographics that may provide relevant data;
- Interview Tourism Development Council board members and community industry leaders as appropriate;
- Conduct at least two (2) focus group meetings with stakeholders in the local arts and culture field to gather input on existing facilities and perceived needs;
- Analyze existing performance space within the County taking into consideration the size, availability, cost of rental, use of the facilities and supporting amenities such as parking and restaurants. The County will provide the Consultant with a list of performance space facilities;
- Review information provided by the County on existing performance venues and exhibition/studio space in the County;
- Compile a list of performing art venues and art exhibition/studio space within 100 miles radius of St. Johns County; and
- Summarize relevant tourism trends in arts and cultural center industry.

Deliverables for Task 1:

- Memo with inventory of all materials and data sources reviewed; and
- Memo summarizing relevant findings.

Memos shall be reviewed with County TDC staff before beginning further work on subsequent tasks.

Task 2 – Arts and Cultural Center Concept Plans

- Evaluate the economic and demographic aspects of St. Johns County’s primary overnight tourism base (i.e. individuals living within 100 miles of St. Johns County) and identify key factors for consideration when developing an arts and culture center
- Assess level of competition for both content and visitation from comparable and competitive facilities within 100 miles (i.e. low competition, moderate competition, high competition)
- Based on gathered information and input from stakeholders and County staff, develop three alternative facility concept plans outlining recommended types of use, overall facility square footage, amount of space dedicated to each use type, number of seats/studios/galleries, number of parking spaces, recommended approximate location(s) in the county, parcel size requirements, etc. Concept plans shall consider all aspects of use including but not limited to access and loading needs. Consultant will meet with County staff to go over a preliminary recommendation for the three alternative facilities to get County staff input on the alternatives and ensure that the alternatives are amenable.
- Provide diagrams showing the layout/configuration of the three alternative facility concepts
- Prepare an order of magnitude cost estimate for each of the three concept plans. The cost estimate shall include and be broken down by:
 1. Acquisition
 2. Site preparation
 3. Design and permitting costs

4. Construction costs
 5. Furniture, fixtures, equipment
 6. Annual recurring facility maintenance
- Prepare a financial analysis projecting the estimated operating costs and expenses of each facility over a 10-year period for each of the three concept plans. This analysis should focus on the variation in estimated operational costs between the concept plans.

Deliverables for Task 2:

- Report outlining recommendations for the three alternative facility concept plans including a summary of the analysis of economic and demographic aspects of the overnight tourism base and the data on competitive facilities within 100 miles of St. Johns County;
- Diagrams showing the layout/configuration of the three alternative facility concepts;
- Report of estimated order of magnitude costs for the three facility concept plans; and
- Report of financial analysis projecting the estimated operating costs of the three concept plans.

Task 3 – Financial Viability Assessment

- Complete an assessment of 8 to 12 potential primary tenants' ability to pay venue/space rental fees based on organizations financial capacity. County will provide the list of consenting potential tenants to be assessed.
- Based on the stated financial capacity of potential primary and estimated financial capacity of the secondary tenants, identify a feasible venue/space rental fee rate structure. If different, estimate the venue/space rental fee rate structure required to make the arts and cultural center financially viable.
- If the arts and cultural center is not believed to be financially viable based on primary tenants in the local market, provide general recommendations of potential target markets or strategies which may improve the financial viability of the facility.

Deliverables for Task 3:

- Report of estimated venue/space rental fees; and
- If applicable, report of recommendations for potential target markets or strategies to improve financial viability.

Task 4 – Economic Impact Analysis

- The Consultant shall complete an economic analysis identifying the costs and benefits that an arts and cultural center may have on St. Johns County with an emphasis on county tourism. Any differences in the economic impact of the three facility concept plans should be presented in a comparative manner. The analysis should take into consideration both direct and indirect economic impacts including but not limited to tourist development tax revenues, sales and property tax revenue, job creation and support, infrastructure maintenance, etc. This evaluation should provide sufficient information to make a decision on next steps and rank the potential economic and fiscal efficiency of each of the alternatives identified.

Deliverables for Task 4:

- Report of the economic impact of an arts and cultural center on St. Johns County

Task 5 – Final Report and Presentation

- The Consultant shall submit a final report to the County which addresses all of the tasks outlined in the scope of work and includes an executive summary. The Consultant shall supply twelve (12) printed copies of the final report and one digital copy (pdf format) of the final report including any appendices and exhibits;

- The Consultant shall present the report to the Tourist Development Council at a regularly scheduled meeting; and
- The Consultant shall present the report to the Board of County Commissioners at a regularly scheduled meeting.

Deliverables for Task 5:

- Final report: twelve (12) printed copies, and one (1) electronic copy; and
- Presentation to the Tourist Development Council and Board of County Commissioners

E. CONSULTANT EQUIPMENT

The Consultant is required to provide any and all equipment necessary to perform the services stated herein, which are required by the Contract Agreement.

F. SUB-CONSULTANTS

Each Respondent shall submit, with his RFP Package, a list of proposed Sub-consultants and major materials suppliers to be used if awarded the contract. A copy of Attachment "3-G", "List of Proposed Sub-consultants", provided herein shall be used to submit this information with each RFP Package. Each Respondent shall also provide documentation to fully demonstrate the qualifications of any and all proposed sub-consultants and that they have sufficient and relevant experience and credentials to perform the services described herein. This information shall be provided in the form of resumes of all sub-consultants including any and all licenses/permits/certifications held, education and experience related information for each sub-consultant. If no sub-consultants or major material suppliers are required, so state there on. Any work proposed by the Consultant, that shall be performed by any sub-consultant shall be previously approved by the County, prior to any work being performed.

The County reserves the right to disqualify any Consultant, Sub-consultant, Vendor, or material supplier due to previously documented project problems, either with performance or quality.

Sub-consultants and other persons and organizations proposed by a respondent and accepted by the County, must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the County, prior to a change being made.

G. FORCE MAJEURE

If awarded on the basis of this proposal, the undersigned pledges to provide the equipment/services as specified in the Proposal and County Specifications barring any delays due to strikes, fires, transportation difficulties or other causes beyond the control of the undersigned.

PART IV: CONTRACT REQUIREMENTS

A. CONTRACT AGREEMENT & TERM

The intent of County Staff is to identify the number one ranked firm through the evaluation process and to recommend to the Board of County Commissioners, to enter into negotiations, and if successful, award a contract with that firm. If negotiations with the number one ranked firm are not successful, the County will end those negotiations, and enter into negotiations with the second ranked firm, until such time as a contract is awarded, or all firms have been exhausted, and the County must reject all proposals.

The Contract Agreement for the services provided herein shall be on a form furnished by St. Johns County. The initial contract term shall be effective for a period of one (1) year. The County reserves the right to extend the contract beyond the initial term if it serves the best interest of the County.

In the event that a Contract Agreement is attached to the RFP, such attached Contract Agreement is for discussion purposes only, and not necessarily reflective of any Contract that may be ultimately entered into by the County. In the event that a Contract Agreement is not attached to the RFP, it is expressly understood that the Board of County Commissioner's (Board's) preference/selection of any proposal does not constitute an award of a Contract Agreement with the County. It is anticipated that subsequent to the Board's preference/selection of any Proposal, Contract Negotiations will follow between the County and the selected Respondent. It is further expressly understood that no

contractual relationship exists with the County until a Contract has been executed by both the County, and the selected Respondent. The County reserves the right to delete, add to, or modify one or more components of the selected Respondent's Proposal, in order to accommodate changed or evolving circumstances that the County may have encountered, since the issuance of the RFP.

The executed agreement between St. Johns County and the awarded Consultant shall be nonexclusive. As such, the County reserves the right to separately identify and bid as an individual project(s) or make separate purchase(s) of any services, parts, materials, supplies and/or equipment pertaining to its provision of a comprehensive feasibility study including a market analysis and economic impact assessment and propose three alternatives for the design and location of a multi-use facility, as necessary to serve the best interests of the County.

B. LICENSES, PERMITS & CERTIFICATIONS

The Consultant shall be responsible for acquiring and maintaining any and all necessary licenses, permits, and/or certifications required to perform the work described herein throughout the duration of the Contract. The Consultant shall be solely responsible for paying any and all fines, penalties or fees assessed to the County, or the Consultant, for any lapse in require licenses, permits, or certifications required for any portion of the work.

C. INSURANCE REQUIREMENTS

The Consultant shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Consultant shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Consultant has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Consultant of its liability and obligations under this Contract.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084

The Consultant shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the Consultant from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this contract, whether such operations be by the Consultant or by anyone directly employed by or contracting with the Consultant.

The Consultant shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

The Consultant shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Consultant from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Consultant or by anyone directly or indirectly employed by a Consultant.

The Consultant shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator or his designee may adjust these insurance requirements.

D. GOVERNING LAWS & REGULATIONS

It shall be the responsibility of the Consultant to be familiar and comply with any and all federal, state, and local laws, ordinances, rules and regulations relevant to the services to be performed under this Contract. The Contract Agreement

shall be governed by the laws of the State of Florida and the County both as to interpretation and performance.

E. TERMINATION

Failure on the part of the Consultant to comply with any portion of the duties and obligations under the Contract Agreement shall be cause for termination. If the Consultant fails to perform any aspect of the responsibilities described herein, St. Johns County shall provide written notification stating any and all items of non-compliance. The Consultant shall then have seven (7) consecutive calendar days to correct any and all items of non-compliance. If the items of non-compliance are not corrected, or acceptable corrective action, as approved by the County, has not been taken within the seven (7) consecutive calendar days, the Contract Agreement may be terminated by St. Johns County for cause, upon giving seven (7) consecutive calendar days written notice to the Consultant.

In addition to the above, the County may terminate the Contract Agreement at any time, without cause, upon thirty (30) days written notice to the Consultant.

F. INDEMNIFICATION

To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless St. Johns County, Florida, and employees from and against liability, claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from performance of the Work, provided that such liability, claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction to tangible property (other than the Work itself) including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Consultant, a Sub-consultant, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

In claims against any person or entity indemnified under this Paragraph by an employee of the Consultant, a Sub-Consultant, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Consultant or a Sub-Consultant under workers' compensation acts, disability benefits acts or other employee benefit acts.

G. PUBLIC RECORDS

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Proposals and the responses thereto are in the public domain. However, the proposers are requested to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

PART V: REQUEST FOR PROPOSALS SUBMITTAL REQUIREMENTS

A. RESPONDENT RESPONSIBILITIES

Respondents are responsible for any and all costs associated with developing and submitting an RFP Package in response to this Request for Proposals. Respondents are also solely responsible for any and all costs associated with interviews and/or presentations requested by the County. It is expressly understood, no Respondent may seek or claim any award and/or re-imbursement from the County for any expenses, costs, and/or fees (including attorneys' fees) borne by any Respondent, during the entire RFP process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Respondent.

All RFP Packages received in response to this Request for Proposals shall become the property of St. Johns County and will not be returned. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of St. Johns County.

By submitting an RFP Package, each Respondent certifies that the proposer has fully read and understands any and all instructions in the Request for Proposals, and has full knowledge of the scope, nature, and quality of work to be performed. All RFP Packages submitted shall be binding for one hundred twenty (120) consecutive calendar days following the submittal due date.

B. TRADE SECRETS

To invoke the provision of Florida Statute 624.4213, Trade Secrets, or other applicable law, the requesting firm must mark each page of such document or specific portion of a document claimed to be a trade secret must be clearly marked as "trade secret." All material marked as a trade secret must be separated from all non-trade secret material, such as being submitted in a separate envelope clearly marked as "trade secret." If the office or department receives a public records request for a document or information that is marked and certified as a trade secret, the office or department shall promptly notify the person that certified the document as a trade secret.

To invoke the provisions of Florida Statute 812.081, Trade Secrets, or other applicable law, the requesting firm must complete an Affidavit for Trade Secret Confidentiality, signed by an officer of the company, and submit the affidavit with the information classified as "Trade Secret" with other proposal documents. The affidavit must reference the applicable law or laws under which trade secret status is to be granted.

C. USE OF COUNTY LOGO

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, the Consultant may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

Respondents shall not include the St. Johns County Seal/Logo in any part of their submitted RFP Package. In the event a package is submitted to the County with the County's Seal/Logo included, the County reserves the right to find the submitting firm non-responsible to the requirements provided herein, which may result in the respondent being removed from consideration for award of a contract under this RFP.

D. RFP PACKAGE SUBMITTAL FORMAT

All RFP Packages must follow the same format, and shall be evaluated partially based on the Respondent's ability to follow the instructions herein. To receive points from evaluation, the RFP Package format must sufficiently address and demonstrate all required components, and follow the order of sections described below. The aim of the required format is to simplify the preparation and evaluation of the RFP Packages. All RFP Packages must include the following components:

| <u>Section</u> | <u>Topic</u> |
|----------------|--|
| 1 | Cover Page |
| 2 | Cover Letter |
| 3 | Company & Staff Qualifications and Resources <ul style="list-style-type: none">a. Attachment "3-A" – Licenses, Permits and Certificationsb. Attachment "3-B" – Certificate(s) of Insurancec. Attachment "3-C" – Claims, Liens, Litigation Historyd. Attachment "3-D" – Company Organization Charte. Attachment "3-E" – Project Team Organization Chartf. Attachment "3-F" – Key Personnel Listg. Attachment "3-G" – Proposed Sub-Consultants |
| 4 | Related Experience <ul style="list-style-type: none">a. Attachment "4-A" – Previous Experience Narrativeb. Attachment "4-B" - References |
| 5 | Project Approach to Services/Methodology <ul style="list-style-type: none">a. Attachment "5-A" – Project approach/methodology narrativeb. Attachment "5-B" – Proposed Schedule/Timeline for Deliverables |
| 6 | Workload & Availability <ul style="list-style-type: none">a. Attachment "6-A" – Project Status Report |
| 7 | Pricing Proposal <ul style="list-style-type: none">a. Attachment "7-A" – Pricing Proposal |
| 8 | Other Required Forms <ul style="list-style-type: none">a. Attachment A – St. Johns County Affidavit |

- b. Attachment B – Affidavit of Solvency
- c. Attachment C – Drug-Free Workplace
- d. Attachment D – Conflict of Interest Disclosure
- e. Any Issued Addenda

E. RFP PACKAGE COMPONENTS

All of the components outlined below must be included with each copy of the RFP Package and submitted as follows: one (1) hard copy original on 8 1/2" X 11" pages, numbered, 1 inch margins, typewritten with Times New Roman style and 12 size font, and one (1) exact electronic copy on USB drive. Additionally, all headings, sections and sub-sections shall be identified appropriately. The electronic version on USB Drive must be an identical copy of the original hard copy in pdf format.

In order to insure a uniform review process and to obtain the maximum degree of comparability, it is recommended that proposals be organized in the manner specified as follows:

Section 1: Cover Page – Each Respondent shall use the cover page provided in Part VII: Attachments/Forms

Section 2: Cover Letter – Each Respondent shall provide a one or two page letter of introduction. Include the original signed letter of introduction with the original RFP Package, and a copy of the letter of introduction with each copy of the RFP Package. The letter of introduction should include the following:

- Full legal company name,
- Physical street address and mailing address if different than street address (include location address of office that will perform the services under this Contract),
- Primary company phone and fax numbers and email address,
- Company type, i.e. Corporation, Partnership, etc.,
- Names and titles of principals,
- Brief statement of company history (date of establishment, number of years in business, number of employees, etc.),
- Brief description of business philosophy, and
- Reason for interest in submitting a response to this solicitation.

Section 3: Company & Staff Qualifications and Resources

In this section, each Respondent shall provide evidence that the firm has qualified and experienced staff to perform the scope of services required for this project. In addition, provide a brief summary of the firm's overall capabilities relative to an Arts and Cultural Center Market Analysis and Feasibility Study as outlined in the scope of services relative to this project.

3-A. Licenses/Permits/Certifications

In this section of the package, each Respondent shall provide a list and copies of all current licenses and certifications. Minimum documentation shall be shown by completing and submitting **Attachment "3-A"** – Licenses/Permits/Certifications.

3-B. Certificate of Insurance

In this section, each Respondent shall provide copies of Certificate(s) of Insurance providing evidence of all coverages as specified in Section IV above and submitted as **Attachment "3-B"** – Certificates of Insurance. (Prior to issuance of an executed contract, awarded respondent shall provide a Certificate of Insurance naming St. Johns County as "Additional Insured".)

3-C. Claims, Liens, Litigation History

In this section of the package, each Respondent shall provide a list of all claims, liens and/or litigation history for

the past seven (7) years by completing and submitting **Attachment "3-C"** – Claims, Liens, and Litigation History.

3-D. Company Organization

In this section each Respondent shall submit a Company Organization Chart reflecting the organization of the company by submitting **Attachment "3-D"** – Company Organization Chart.

3-E. Project Team Organization

In this section each Respondent shall submit names, titles and organization of the proposed project team by submitting **Attachment "3-E"** – Project Team Organization Chart.

3-F. Key Personnel

In this section of each Respondent shall submit evidence of qualified personnel shown on the Project Organization Chart who are proposed to perform the scope of work by completing all information and submitting **Attachment "3-F"** – Key Personnel List. The personnel list shall include any one who will be performing the responsibilities of a project manager, marketing and trends researcher, project administration and any other key position for this project. Brief comprehensive resumes should be provided for each staff member listed.

3-G. Proposed Sub-Consultants

In this section, each Respondent shall submit evidence of qualified sub-consultants proposed to perform any portion of work specified herein by completing all information and submitting **Attachment "3-G"** – List of Proposed Sub-Consultants. Brief comprehensive resumes, including any and all licenses/permits/certifications held, should be provided for each sub-consultant listed. All proposed sub-consultants are subject to approval by the County.

Section 4: Related Experience

In this section of the package, each Respondent shall provide evidence that the firm has successfully provided market analysis and feasibility studies. Proof shall be provided by completing and submitting the following information and attachments:

4-A. Previous Experience

In this section firms shall provide a written narrative describing a minimum three (3) projects as the lead firm in the last five (5) years where the firm conducted market analysis and feasibility studies, preferably arts and cultural center based by submitting **Attachment "4-A"** – Previous Experience. The written narrative must include, at a minimum: (1) Company or client category; (2) Background information or situation analysis; (3) Approach; (4) Deliverables; and (5) Identify the key participants involved and the role each of them played.

4-B. References

In this section each Respondent shall provide a list of five (5) references from individuals, firms or agencies that have contracted with the respondent to perform services of similar size and scope as those described herein. The information required shall include: reference company name, date(s) of service, project information, and a contact person name, title, phone number and email address. Each Respondent must include **Attachment "4-B"** – References in this section. References should include the primary contacts for the projects listed in the narrative for Section "4-A"

References shall be checked by the Purchasing Department, for the number one ranked firm, to verify capability to perform the work, and responsibility to fulfill the requirements of the contract.

Section 5: Approach to Services/Methodology

In this section of the package, each Respondent shall provide his/her approach and methodology, and a proposed schedule/timeline for performing the services listed in the RFP scope of services by completing and submitting the following:

5-A. Project Approach/Methodology

In this section of the package, each Respondent shall provide a written narrative describing the proposed approach and methodology for performing the services required for a market analysis and feasibility study by submitting

Attachment “5-A” – Project Approach/Methodology. The narrative must include a detailed work plan that addresses approach and method of how work on the project will be performed. The objective of the work plan is to demonstrate the Respondent’s ability to logically plan and complete the project, and the Respondent’s ability to successfully deliver any periodic progress reports, final reports, and presentations to the County.

5-B. Proposed Schedule/Timeline

Each Respondent shall provide a schedule/timeline for implementation of the deliverables identified for each task listed in the RFP scope of services by submitting **Attachment “5-B” – Proposed Schedule/Timeline for Implementation of Deliverables.**

Section 6: Workload & Availability

In this section, each Respondent shall demonstrate the current workload being carried by the submitting firm, including but not limited to: ongoing projects, upcoming projects, estimated completion dates for both by completing and submitting **Attachment “6-A” – Project Status Report.**

Section 7: Pricing

In this section, each Respondent shall submit a pricing proposal which shall consist of a total proposed amount for the project and an itemized pricing schedule for task deliverables including the proposed unit prices per hour for services performed and a total number of hours proposed for providing each deliverable. Each Respondent must include **Attachment “7-A” – Pricing Proposal** in this section.

Price is included as one of the evaluation criteria; the lowest priced proposal will receive the maximum weighted score for the price criteria. The other proposals will receive a percentage of the weighted score based on the percentage differential between the lowest proposal and the other proposals in accordance with the following example:

| Vendor | Proposed Price | Percentage | By | Weight | Equals | Weighted Score*** |
|--------|----------------|------------|----|--------|--------|-------------------|
| A | \$20,000 | 100 | X | 20 | = | 20 |
| B | \$25,000 | 80* | X | 20 | = | 16 |
| C | \$28,000 | 71** | X | 20 | = | 14 |

* Vendor B’s percentage is $\$20,000 \div \$25,000 = 80\%$

** Vendor C’s percentage is $\$20,000 \div \$28,000 = 71\%$

*** Weighted Score shall be rounded to nearest whole number

The price evaluation and calculation may be revised to conform to the needs for each individual RFP selection. *This will be graded on a 0 – 20 scale.*

Section 8: Other Required Forms – Each Respondent shall submit in this section of the RFP Package the following forms:

- **Attachment “A” – Affidavit,**
- **Attachment “B” – Affidavit of Solvency**
- **Attachment “C” – Drug-Free Workplace Form,**
- **Attachment “D” – Conflict of Interest Disclosure, and**
- **Signed copies of any issued addenda**

PART VI: EVALUATORS'S SCORE SHEET EXAMPLE

**ST. JOHNS COUNTY FLORIDA
BOARD OF COUNTY COMMISSIONERS**

DATE:
PROJECT: RFP 18-26, SJC Arts and Cultural Center
Market Analysis and Feasibility Study

CRITERIA RANKING:

| Respondents | Respondent Total Price Proposal | A. Price Proposal (Score) 0 to 20 | B. Qualifications of Company, Staff and Resources 0 to 25 | C. Related Experience 0 to 25 | D. Approach to Services / Methodology 0 to 25 | E. Workload and Availability 0 to 5 | TOTALS 0 - 100 |
|--------------------|--|---|---|---|---|---|------------------------------|
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SIGNATURE OF RATER: _____ **PRINT NAME:** _____ **DATE:** _____

PART VII: ATTACHMENTS/FORMS

**REQUEST FOR PROPOSALS (RFP) NO: 18-26
SJC ARTS AND CULTURAL CENTER MARKET ANALYSIS AND FEASIBILITY STUDY**

COVER PAGE

**SUBMIT ONE (1) HARD-COPY ORIGINAL
AND ONE (1) EXACT ELECTRONIC COPY ON USB DRIVE TO:**

**PURCHASING DEPARTMENT
ST. JOHNS COUNTY
500 SAN SEBASTIAN VIEW
ST. AUGUSTINE FLORIDA 32084
ATTN: Diana M. Fye, CPPB, Procurement Coordinator**

FULL LEGAL NAME OF COMPANY: _____

MAILING ADDRESS: _____

CONTACT EMAIL ADDRESS: _____

DATE: _____

**REQUEST FOR PROPOSALS (RFP) NO: 18-26
SJC ARTS AND CULTURAL CENTER MARKET ANALYSIS AND FEASIBILITY STUDY**

ATTACHMENT "A"

AFFIDAVIT

TO: ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS
ST. AUGUSTINE, FLORIDA

At the time the proposal is submitted, the Respondent shall attach to his proposal a sworn statement.

The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF _____ COUNTY OF _____. Before me, the undersigned authority, personally appeared _____ who, being duly sworn, deposes and says he is (Title) of _____ (Firm) the respondent submitting the attached proposal for the services covered by the RFP documents for RFP No: 18-26, SJC Arts and Cultural Center Market Analysis and Feasibility Study.

The affiant further states that no more than one proposal for the above referenced project will be submitted from the individual, his firm or corporation under the same or different name and that such respondent has no financial interest in the firm of another respondent for the same work, that neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's proposal on the above described project. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

(Proposer)

By _____

(Title)

STATE OF _____)

COUNTY OF _____)

Subscribed and sworn to before me this ____ day of _____, 20____, by _____ who personally appeared before me at the time of notarization, and who is personally known to me or who has produced _____ as identification.

Notary Public

My commission expires:

VENDOR ON ALL COUNTY PROJECTS MUST EXECUTE AND ATTACH THIS AFFIDAVIT TO EACH PROPOSAL.

REQUEST FOR PROPOSALS (RFP) NO: 18-26
SJC ARTS AND CULTURAL CENTER MARKET ANALYSIS AND FEASIBILITY STUDY

ATTACHMENT "B"
AFFIDAVIT OF SOLVENCY

PERTAINING TO THE SOLVENCY OF {insert entity name}, being of lawful age and being duly sworn I, {insert affiant name}, as {insert position or title} (ex: CEO, officer, president, duly authorized representative, etc.) hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, unmatured liabilities and contingent liabilities) as they become absolute and due.
3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.
4. I fully understand failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this ___ day of _____, 20__.

Signature of Affiant

STATE OF _____)

COUNTY OF _____)

Subscribed and sworn to before me this ___ day of _____, 20__, by _____ who personally appeared before me at the time of notarization, and who is personally known to me or who has produced _____ as identification.

Notary Public

My commission expires:

**REQUEST FOR PROPOSALS (RFP) NO: 18-26
SJC ARTS AND CULTURAL CENTER MARKET ANALYSIS AND FEASIBILITY STUDY**

St. Johns County Board of County Commissioners

ATTACHMENT "C"

DRUG-FREE WORKPLACE FORM

The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that

_____ does:

Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's request for proposals to provide bond underwriter services a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Signature

Date

**REQUEST FOR PROPOSALS (RFP) NO: 18-26
SJC ARTS AND CULTURAL CENTER MARKET ANALYSIS AND FEASIBILITY STUDY**

ATTACHMENT "D"

**St. Johns County Board of County Commissioners
CONFLICT OF INTEREST DISCLOSURE FORM**

Project (RFP) Number/Description: RFP No 18-26, SJC Arts and Cultural Center Market Analysis and Feasibility Study

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a consultant's/contractor's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Consultants/Contractors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the Consultant's/Contractor's professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

Please check the appropriate statement:

- I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.
- The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent: _____

Authorized Representative(s): _____

Signature

Print Name/Title

Signature

Print Name/Title

**REQUEST FOR PROPOSALS (RFP) NO: 18-26
SJC ARTS AND CULTURAL CENTER MARKET ANALYSIS AND FEASIBILITY STUDY**

ATTACHMENT "3-A"

LICENSES, PERMITS, CERTIFICATIONS

In the space below, each Respondent shall list all current licenses, permits and/or certifications held relative to the required services as provided herein.

Each Respondent shall attach a copy of each current license, permit and/or certification listed below to his/her proposal as instructed.

| License Name | License # | Issuing Agency | Expiration Date |
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REQUEST FOR PROPOSALS (RFP) NO: 18-26
SJC ARTS AND CULTURAL CENTER MARKET ANALYSIS AND FEASIBILITY STUDY

Full Legal Company Name: _____

ATTACHMENT "3-B"

CERTIFICATES OF INSURANCE

(Attach or insert copy here)

REQUEST FOR PROPOSALS (RFP) NO: 18-26
SJC ARTS AND CULTURAL CENTER MARKET ANALYSIS AND FEASIBILITY STUDY

Full Legal Company Name: _____

ATTACHMENT "3-C"
CLAIMS, LIENS, LITIGATION HISTORY
(Complete and Submit)

1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or Sub-Consultant) or been sued by or had a formal claim filed by an owner, Sub-Consultant or supplier resulting from a construction dispute? Yes _____ No _____ If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration

Amount at issue: _____ Name (s) of the attorneys representing all parties:

Amount actually recovered, if any: _____

Name(s) of the project owner(s)/manager(s) to include address and phone number:

2. List all pending litigation and or arbitration.
3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.
4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job?

Yes _____ No _____ If yes, please explain in detail:

6. For all claims filed against your company within the past five-(5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes _____ No _____ If no, please explain why? _____

7. List the status of all pending claims currently filed against your company:

Liquidated Damages

1. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes _____ No _____ If yes, please explain in detail:

(Use additional or supplemental pages as needed)

REQUEST FOR PROPOSALS (RFP) NO: 18-26
SJC ARTS AND CULTURAL CENTER MARKET ANALYSIS AND FEASIBILITY STUDY

Full Legal Company Name: _____

ATTACHMENT "3-D"
COMPANY ORGANIZATION CHART
(Attach or insert copy here)

REQUEST FOR PROPOSALS (RFP) NO: 18-26
SJC ARTS AND CULTURAL CENTER MARKET ANALYSIS AND FEASIBILITY STUDY

Full Legal Company Name: _____

ATTACHMENT "3-E"
PROJECT TEAM ORGANIZATION CHART
(Attach or insert copy here)

REQUEST FOR PROPOSALS (RFP) NO: 18-26
SJC ARTS AND CULTURAL CENTER MARKET ANALYSIS AND FEASIBILITY STUDY

Full Legal Company Name: _____

ATTACHMENT "3-F"
KEY PERSONNEL LIST

In the space below, list all qualified personnel who are permanent employees of the company that may be utilized to perform the required scope of services. Attach brief but comprehensive resumes for each staff member listed below.

| Employee Name | Employee Title | # Years Employed | Total # Yrs. Experience |
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**REQUEST FOR PROPOSALS (RFP) NO: 18-26
SJC ARTS AND CULTURAL CENTER MARKET ANALYSIS AND FEASIBILITY STUDY**

ATTACHMENT "3-G"

LIST OF PROPOSED SUB-CONSULTANTS

Each Respondent shall provide any and all Sub-Consultants or major materials suppliers proposed to perform any portion of work specified herein. Attach brief but comprehensive resumes for each sub-consultant listed below. All proposed Sub-Consultants are subject to approval by the County.

DIVISION OF WORK

NAME AND ADDRESS OF SUB-CONSULTANTS

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**REQUEST FOR PROPOSALS (RFP) NO: 18-26
SJC ARTS AND CULTURAL CENTER MARKET ANALYSIS AND FEASIBILITY STUDY**

ATTACHMENT "4-A"

PREVIOUS EXPERIENCE

(Attach or insert copy here of a written narrative for at least three (3) market analysis and feasibility study projects completed within the past five (5) years)

**REQUEST FOR PROPOSALS (RFP) NO: 18-26
SJC ARTS AND CULTURAL CENTER MARKET ANALYSIS AND FEASIBILITY STUDY**

ATTACHMENT "4-B"

REFERENCES

Each Respondent must submit a list of five (5) references from individuals, firms or agencies that have contracted with the respondent to perform services of similar size and scope as those described in this RFP. The information required shall include: reference company name, date(s) of service, project information, and a contact person name, title, phone number and email address. References shall be checked by the Purchasing Department, for the number one ranked firm, to verify capability to perform the work, and responsibility to fulfill the requirements of the contract.

1. Reference Company Name: _____
Date(s) of Service: _____
Project Information (Type of Study): _____

Primary Reference Contact Name and Title: _____
Contact Phone Number: _____
Contact Email Address: _____

2. Reference Company Name: _____
Date(s) of Service: _____
Project Information (Type of System): _____

Primary Reference Contact Name and Title: _____
Contact Phone Number: _____
Contact Email Address: _____

3. Reference Company Name: _____
Date(s) of Service: _____
Project Information (Type of System): _____

Primary Reference Contact Name and Title: _____
Contact Phone Number: _____
Contact Email Address: _____

4. Reference Company Name: _____
Date(s) of Service: _____
Project Information (Type of System): _____

Primary Reference Contact Name and Title: _____
Contact Phone Number: _____
Contact Email Address: _____

5. Reference Company Name: _____
Date(s) of Service: _____
Project Information (Type of System): _____

Primary Reference Contact Name and Title: _____
Contact Phone Number: _____
Contact Email Address: _____

REQUEST FOR PROPOSALS (RFP) NO: 18-26
SJC ARTS AND CULTURAL CENTER MARKET ANALYSIS AND FEASIBILITY STUDY

Full Legal Company Name: _____

ATTACHMENT "5-A"
PROJECT APPROACH / METHODOLOGY
(Attach or insert copy here)

REQUEST FOR PROPOSALS (RFP) NO: 18-26
SJC ARTS AND CULTURAL CENTER MARKET ANALYSIS AND FEASIBILITY STUDY

ATTACHMENT "5-B"

PROPOSED SCHEDULE/TIMELINE FOR IMPLEMENTATION OF DELIVERABLES

(Attach or insert copy here)

REQUEST FOR PROPOSALS (RFP) NO: 18-26
SJC ARTS AND CULTURAL CENTER MARKET ANALYSIS AND FEASIBILITY STUDY

Full Legal Company Name: _____

ATTACHMENT "6-A"

PROJECT STATUS REPORT

(Complete and Submit, include projects in progress or anticipated within next 12 to 24 months)

1. Name of Project: _____

Project Description: _____

Location: _____

Owner Name: _____

Start Date/Anticipated Start Date: _____ Scheduled Completion Date: _____

2. Name of Project: _____

Project Description: _____

Location: _____

Owner Name: _____

Start Date/Anticipated Start Date: _____ Scheduled Completion Date: _____

3. Name of Project: _____

Project Description: _____

Location: _____

Owner Name: _____

Start Date/Anticipated Start Date: _____ Scheduled Completion Date: _____

SJC ARTS AND CULTURAL CENTER MARKET ANALYSIS AND FEASIBILITY STUDY

Full Legal Company Name: _____

ATTACHMENT "6-A" (Continued)

PROJECT STATUS REPORT

(Complete and Submit, include projects in progress or anticipated within next 12 to 24 months)

4. Name of Project: _____

Project Description: _____

Location: _____

Owner Name: _____

Start Date/Anticipated Start Date: _____ Scheduled Completion Date: _____

5. Name of Project: _____

Project Description: _____

Location: _____

Owner Name: _____

Start Date/Anticipated Start Date: _____ Scheduled Completion Date: _____

6. Name of Project: _____

Project Description: _____

Location: _____

Owner Name: _____

Start Date/Anticipated Start Date: _____ Scheduled Completion Date: _____

(Use additional or supplemental pages as needed)

**REQUEST FOR PROPOSALS (RFP) NO: 18-26
SJC ARTS AND CULTURAL CENTER MARKET ANALYSIS AND FEASIBILITY STUDY**

**ATTACHMENT "7-A"
OFFICIAL PRICING PROPOSAL FORM**

The following proposal is presented for:

SJC ARTS AND CULTURAL CENER MARKET ANALYSIS AND FEASIBILITY STUDY

TOTAL PROPOSED AMOUNT: \$ _____
(Cost of all deliverables)

Total Proposed Amount: \$ _____ / 00
(Amount Written in Words)

Each Respondent shall insert the Total Proposed Amount in both numerals and-words for services requested under this sealed RFP. If there is a discrepancy, the amount written in words shall prevail as the correct proposed amount.

In the event of a discrepancy, the County shall calculate the Total Proposed Amount to determine the lowest, responsive, responsible Respondent.

Each Respondent shall submit the unit hourly rates per deliverable and total number of hours proposed in the table below. Hourly rates shall dictate the total proposed amount submitted on the Official County Pricing Proposal Form above. Failure to submit hourly prices for the identified deliverables may result in removal from consideration for award of a contract. The County also reserves the right to utilize the Hourly Rates submitted below for additional, as needed, services.

PRICING PROPOSAL FORM
ITEMIZED PRICING SCHEDULE FOR TASK DELIVERABLES
HOURLY RATES PER DELIVERABLE

| TASK/DELIVERABLE | HOURLY RATE | X | TOTAL # OF HOURS PROPOSED | = | TOTAL COST TO COUNTY |
|---|--------------------|----------|----------------------------------|----------|-----------------------------|
| Task # 1: Familiarization and Project Initiation | | | | | |
| Memo with Inventory of all Materials and data sources reviewed | \$ | X | | = | \$ |
| Memo summarizing relevant findings | \$ | X | | = | \$ |
| Task # 2: Arts and Cultural Center Concept Plans | | | | | |
| Report outlining recommendations for the three alternative facility concept plans including a summary of the analysis of economic and demographic aspects of the overnight tourism base and the data on competitive facilities within 100 miles of St. Johns County | \$ | X | | = | \$ |
| Diagrams showing the layout / configuration of the three alternative facility concepts | \$ | X | | = | \$ |
| Report of estimated order of magnitude costs for the three facility concept plans | \$ | X | | = | \$ |
| Report of financial analysis projecting the estimated operating costs of the three concept plans | \$ | X | | = | \$ |
| Task # 3: Financial Viability Assessment | | | | | |
| Report of estimated venue/space rental fees | \$ | X | | = | \$ |
| If applicable, report of recommendations for potential target markets or strategies to improve financial viability | \$ | X | | = | \$ |
| Task # 4: Economic Impact Analysis | | | | | |
| Report of the economic impact of an arts and cultural center on St. Johns County | \$ | X | | = | \$ |
| Task # 5: Final Report and Presentation | | | | | |
| Final report: 12 printed copies, 1 electronic copy | \$ | X | | = | \$ |
| Presentation to the Tourist Development Council and Board of County Commissioners | \$ | X | | = | \$ |
| TOTAL COST FOR ALL DELIVERABLES (TASK #s 1 - 5) | | | | | \$ |
| *Total of itemized deliverables must equal Total Proposed Amount on previous page of the official Pricing Proposal Form | | | | | |

RFP 18-26

During the preparation of the RFP, the following addenda, if any, were received:

No.: _____ Date Received: _____

No.: _____ Date Received: _____

No.: _____ Date Received: _____

No.: _____ Date Received: _____

The undersigned declares that the statements and representations made in this proposal are true in every respect and that the said proposal is in all respects fair and made without collusion or fraud, and that no member of the Board of County Commissioners, or any other agent or employee of the County, director or indirectly, is interested in this proposal or in any profits expected to accrue therefrom.

FULL LEGAL COMPANY NAME: _____

MAILING ADDRESS: _____

MINORITY OR WOMAN OWNED BUSINESS: _____

FEDERAL ID NUMBER OR SOCIAL SECURITY NUMBER: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

(Typed/Printed Name of Authorized Representative)

TITLE OF REPRESENTATIVE: _____

DATE OF SIGNATURE: _____

TELEPHONE NO: _____

FAX NO: _____

EMAIL ADDRESS: _____

PART VIII: OPTIONAL CHECKLIST

**REQUEST FOR PROPOSALS (RFP) NO: 18-26
SJC ARTS AND CULTURAL CENTER MARKET ANALYSIS AND FEASIBILITY STUDY**

| SECTION | RFP PACKAGE COMPONENTS | CHECK BOX |
|------------------|--|------------------|
| Section 1 | Cover Page | |
| Section 2 | Cover Letter | |
| Section 3 | Company & Staff Qualifications and Resources: | |
| | Attachment "3-A" – Licenses/Permits/Certifications | |
| | Attachment "3-B" – Certificates of Insurance | |
| | Attachment "3-C" – Claims, Liens, Litigation History | |
| | Attachment "3-D" – Company Organization Chart | |
| | Attachment "3-E" – Project Team Organization Chart | |
| | Attachment "3-F" – Key Personnel List | |
| | Attachment "3-G" – List of Proposed Sub-Consultants | |
| Section 4 | Related Experience: | |
| | Attachment "4-A" – Previous Experience Narrative | |
| | Attachment "4-B" – References | |
| Section 5 | Project Approach / Methodology | |
| | Attachment "5-A" – Project Approach / Methodology | |
| | Attachment "5-B" – Proposed Schedule/Timeline for Deliverables | |
| Section 6 | Attachment "6-A" – Project Status Report | |
| Section 7 | Pricing Proposal | |
| | Attachment 7-A – Pricing Proposal | |
| Section 7 | Other Required Forms: | |
| | Attachment "A" – St. Johns County Affidavit | |
| | Attachment "B" – Affidavit of Solvency | |
| | Attachment "C" – Drug-Free Workplace Form | |
| | Attachment "D" – Conflict of Interest Disclosure Form | |
| | Acknowledged (signed) Addenda | |
| | | |

PART IX: SEALED RFP MAILING LABEL

**REQUEST FOR PROPOSALS (RFP) NO: 18-26
SJC ARTS AND CULTURAL CENER MARKET ANALYSIS AND FEASIBILITY STUDY**

**Cut along the outer border and affix this label
to your sealed bid envelope to identify it as a
"Sealed RFP"**

| | |
|---------------------------------|--|
| SEALED RFP • DO NOT OPEN | |
| SEALED RFP NO.: | 18-26 |
| RFP TITLE: | SJC Arts and Cultural Center Market Analysis and Feasibility Study |
| DUE DATE/TIME: | Thur., December 21, 2017. @ 4:00 p.m. |
| SUBMITTED BY: | |
| | Company Name |
| | Company Address |
| | Company Address |
| DELIVER TO: | St. Johns County Purchasing Dept. ATTN: Diana M. Fye, CPPB 500 San Sebastian View St St. Augustine FL 32084 |



END OF DOCUMENT