

EXECUTIVE SUMMARY

Recommendation to award RFP #15-6419 Sports Facilities Assessment to Hunden Strategic Partners, Inc., authorize the Chairman to execute the County Attorney approved agreement and make a finding that this expenditure promotes tourism.

OBJECTIVE: Recommendation to award RFP #15-6419 Sports Facilities Assessment, and approve an Agreement with Hunden Strategic Partners, Inc., for services related to a Sports Facilities Assessment.

CONSIDERATIONS: The Sports Marketing section of the Tourism Division, operating as the Naples, Marco Island, Everglades Convention & Visitors Bureau (CVB), a division of Collier County Government, solicited proposals from consultants to perform a sports and event facilities assessment for Collier County Florida. The proposed study will include sports participation trends, a detailed analysis of current sports facilities, an analysis of facilities needed in the near and distant future, a sports marketing plan, detailed revenue and expense analysis for needed or expanded facilities. The overall goal of the study is to evaluate the community's present and future sports facility needs and make recommendations for enhancing the community's ability to expand and grow the impact of sports tourism in Collier County.

RFP #15-6419 Sports Facilities Assessment was publicly advertised on May 13, 2015. Email notices were sent to 728 firms with 51 firms requesting full solicitation packages. Three (3) responses were received by the due date of June 10, 2015. A selection committee with representation from the County Manager's Office, Public Services Division, Parks and Recreation, Library, and the Tourism Department met on June 30, 2015 to review the proposals. By consensus of the committee members, Hunden Strategic Partners, Inc. was recommended for the award of this RFP and approval of the attached Agreement.

FISCAL IMPACT: Funding in the amount of \$70,000 is included in Tourism Promotion Fund 184 of the approved FY 16 Tourism budget.

GROWTH MANAGEMENT IMPACT: There is no impact to the Growth Management Plan from this action.

ADVISORY BOARD RECOMMENDATION: This item will be reviewed for recommendation by the TDC at the October 26, 2015 meeting.

LEGAL CONSIDERATIONS: This item is approved as to form and legality, and requires majority vote for Board approval.—SRT

RECOMMENDATION: That the Board of County Commissioners awards RFP #15-6419 Sports Facilities Assessment to Hunden Strategic Partners, Inc. in the amount of \$70,000, authorize the Chairman to execute the County Attorney approved Agreement and make a finding that this expenditure promotes tourism.

PREPARED BY: Jack Wert, Tourism Director

Attachments: RFP Document
Vendor Proposal
Final Ranking Sheet
Agreement

REQUEST FOR PROPOSAL



COLLIER COUNTY BOARD OF COUNTY COMMISSIONERS

RFP 15-6419 Sports Facilities Assessment

Brenda Brillhart, Procurement Strategist

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(239) 252-6697 (Fax)

brendabrilhart@colliergov.net (Email)

This proposal solicitation document is prepared in a Microsoft Word format. Any alterations to this document made by the Vendor may be grounds for rejection of proposal, cancellation of any subsequent award, or any other legal remedies available to the Collier County Government.



Table of Contents

LEGAL NOTICE.....	3
EXHIBIT I: SCOPE OF WORK, SPECIFICATIONS AND RESPONSE FORMAT.....	4
EXHIBIT II: GENERAL RFP INSTRUCTIONS	9
EXHIBIT III: COLLIER COUNTY PURCHASE ORDER TERMS AND CONDITIONS	12
EXHIBIT IV: ADDITIONAL TERMS AND CONDITIONS FOR RFP	15
ATTACHMENT 1: VENDOR’S NON-RESPONSE STATEMENT	23
ATTACHMENT 2: VENDOR CHECK LIST	24
ATTACHMENT 3: CONFLICT OF INTEREST AFFIDAVIT	25
ATTACHMENT 4: VENDOR DECLARATION STATEMENT	26
ATTACHMENT 5: AFFIDAVIT FOR CLAIMING STATUS AS A LOCAL BUSINESS.....	28
ATTACHMENT 6: IMMIGRATION AFFIDAVIT CERTIFICATION.....	29
ATTACHMENT 7: VENDOR SUBSTITUTE W – 9	30
ATTACHMENT 8: INSURANCE AND BONDING REQUIREMENTS.....	31
ATTACHMENT 9: REFERENCE QUESTIONNAIRE	33



Legal Notice

Sealed Proposals to provide a report to include, but not limited to, a report on sports participation trends, a detailed analysis of current sports facilities, an analysis of facilities needed in the near and distant future, a sports marketing plan, detailed revenue and expense analysis and projected constructions costs for needed or expanded facilities. Proposals will be received until **3:00 PM Naples local time, on June 10, 2015** at the Collier County Government, Purchasing Department, 3327 Tamiami Trail E, Naples, FL 34112.

RFP 15-6419 Sports Facilities Assessment

Services to be provided may include, but not be limited to the following: The Sports Marketing section of the Naples, Marco Island, Everglades Convention & Visitors Bureau (CVB), a division of Collier County Government, is seeking a firm or individual to perform a sports and event facility needs analysis study for Collier County Florida. The proposed study would include sports participation trends, a detailed analysis of current sports facilities, an analysis of facilities needed in the near and distant future, a sports marketing plan, detailed revenue and expense analysis and projected constructions costs for needed or expanded facilities. .

A pre-proposal conference will be not be held for this solicitation. All statements shall be made upon the official proposal form which may be obtained on the Collier County Purchasing Department Online Bidding System website: www.colliergov.net/bid.

Collier County does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA,

BY: /S/ Joanne Markiewicz
Director, Procurement Services

This Public Notice was posted on the Collier County Purchasing Department website: www.colliergov.net/purchasing and in the Lobby of Purchasing Building "G", Collier County Government Center on **May 13, 2015**.



Exhibit I: Scope of Work, Specifications and Response Format

As requested by the Collier County Tourism Division (hereinafter, the "Division or Department"), the Collier County Board of County Commissioners Purchasing Department (hereinafter, "County") has issued this Request for Proposal (hereinafter, "RFP") with the intent of obtaining proposals from interested and qualified Consultants in accordance with the terms, conditions and specifications stated or attached. The Consultant, at a minimum, must achieve the requirements of the Specifications or Scope of Work stated.

The results of this solicitation may be used by other County departments once awarded according to the Board of County Commissioners Purchasing Policy.

Scope of Work

Overview: The Sports Marketing section of the Naples, Marco Island, Everglades Convention & Visitors Bureau (CVB), a division of Collier County Government, is seeking a firm or individual to perform a sports and event facility needs analysis study for Collier County Florida. The proposed study would include sports participation trends, a detailed analysis of current sports facilities, an analysis of facilities needed in the near and distant future, a sports marketing plan, detailed revenue and expense analysis and projected constructions costs for needed or expanded facilities.

The goal of the study is to evaluate the existing parks, recreation and school facilities and make recommendations for the County's current and future needs.

Deliverables:

- 1) Identify and document present condition of sports, training, special event and performance facilities and infrastructure
- 2) Conduct public meetings, surveys and staff and stakeholder interviews
- 3) Provide report of participation and usage rates, comparison to other counties of similar size, national standards, resident needs
- 4) Identify opportunities to optimize current space
- 5) Review and project demographic trends
- 6) Projection of future space/facility needs
- 7) Provide analysis of the cost/benefits of providing new sports, training and special event and performance facilities
- 8) Provide analysis of the cost/benefits of building a competition venue/stadium.
- 9) Recommend best direction to optimize and package our current and/or proposed facilities
- 10) Prioritize future facility development and provide cost estimates (construction and operation)
- 11) Provide timeline for the entire assessment process including deliverables
- 12) Evaluate regional facility offerings and make recommendations for future development

Term of Contract

The contract term, if an award(s) is/are made is intended to be for a one year period. Prices shall remain firm for the entire term of this contract.

Surcharges will not be accepted in conjunction with this contract, and such charges should be incorporated into the pricing structure.

Projected Solicitation Timetable

The following projected timetable should be used as a working guide for planning purposes only. The County reserves the right to adjust this timetable as required during the course of the RFP process.

Event	Date
Issue Solicitation Notice	5/13/15
Last Date for Receipt of Written Questions	5:00 PM 6/3/15
Pre-solicitation meeting	N/A
Addendum Issued	By 6/4/15
Solicitation Deadline Date and Time	3:00 PM 6/10/15
Anticipated Evaluation of Submittals	Week of 6/15/15
Anticipated Completion of Contract Negotiations	Week of 6/29/15
Anticipated Board of County Commissioner's Contract Approval	By 7/31/15

Response Format

The Vendor understands and agrees to abide by all of the RFP specifications, provisions, terms and conditions of same, and all ordinances and policies of Collier County. The Vendor further agrees that if it is awarded a contract, the work will be performed in accordance with the provisions, terms and conditions of the contract.

To facilitate the fair evaluation and comparison of proposals, all proposals must conform to the guidelines set forth in this RFP. Any portions of the proposal that do not comply with these guidelines must be so noted and explained in the Acceptance of Conditions section of the proposal. However, any proposal that contains such variances may be considered non-responsive.

Proposals should be prepared simply and economically, providing a straightforward concise description of the Vendor's approach and ability to meet the County's needs, as stated in this RFP. All proposals should be presented as described in this RFP in PDF or Microsoft Word format with Tabs clearly marked. If outlined in this RFP, the utilization of recycled paper for proposal submission is strongly encouraged.

The items listed below shall be submitted with each proposal and should be submitted in the order shown. Each section should be clearly labeled, with pages numbered and separated by tabs. Failure by a Vendor to include all listed items may result in the rejection of its proposal.

Tab I, Cover Letter / Management Summary (Maximum two pages)

Provide a cover letter, signed by an authorized officer of the firm, indicating the underlying philosophy of the firm in providing the services stated herein. Include the name(s), telephone number(s) and email(s) of the authorized contact person(s) concerning proposal. Submission of a signed Proposal is Vendor's certification that the Vendor will accept any awards as a result of this RFP. List all proposed subcontractors who will participate on the team.

Tab II, Project Approach & Understanding (15 points / Maximum five pages)

In this tab, include:

- Detailed plan of approach (including major tasks and sub-tasks).
- Detailed time line for completion of the project.
- Include with the Business Plan or as an attachment, a copy of a report as an example of work product. This should be for one of the projects listed as a reference. (Attachment not considered part of the page limitation for this section.)

Tab III, Demonstrated Knowledge & Similar Projects (25 points / Maximum seven pages)

In this tab, include:

- Provide information that documents your firm’s and subcontractors’ qualifications to produce the required deliverables, including abilities, capacity, skill, and financial strength, and number of years of experience in providing the required services.
- Describe the various team members’ successful experience in working with one another on previous projects.
- Description of the proposed contract team and the role to be played by each member of the team.
- Attach brief resumes/bios of all proposed project team members who will be involved in the management of the total package of services, as well as the delivery of specific services.
- Attach brief resumes/bios of any sub-consultants and attach letters of intent from stated sub-consultants must be included with proposal submission.
- List Current Projects in the format identified below:

Project Description	Start Date	End Date	Original Budget	Final Project Cost	Number of Change Orders
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Tab IV: Cost to the County (20 points / Maximum ten pages)

In this tab, include

- Provide proposed fee schedule of principals and staff (including sub-consultants).
- Provide the projected total cost and estimated calendar day duration (including projected hours) for which your firm will provide the work as described in this RFP.

Tab V, Experience and Qualifications (20 points / Maximum seven pages)

In this tab, include:

Complete the following information as requested to ensure consistent scoring of proposal. The proposers who do not provide the information as requested in the format below shall receive zero (0) points for this criterion.

Index	Experience & Qualifications	Response
1.	Indicate the number of years the proposing firm has been in business.	_____ (number of years)
2.	Indicate the number of similar contracts that are currently being operated by this firm.	_____ (number)

3.	Provide the number of fulltime equivalent positions currently working for the firm. <ul style="list-style-type: none"> Provide a brief overview of the firm's key leadership personnel. 	(number)
4.	Provide the number of fulltime equivalent positions that will be assigned to this contract.	(number)
TOTAL	Add items 1 – 4 to determine the Firm's Experience and Qualification score.	

Prior to the Selection Committee reviewing proposals, the following methodology will be applied to the Proposer's score in this area:

- The greatest number of points (20) will be awarded to the Proposer who has the highest total score.
- Points awarded will be extended to the whole number (per Microsoft Excel).

For illustrative purposes only:

Firm	Experience and Qualifications	Points Awarded
ABC	52	20
DEF	35	13
GHI	35	13
JKL	22	8
MNO	14	5

The Points Awarded to the Proposer will be distributed to the Selection Committee prior to their evaluation of the proposals. The Selection Committee will review the firm's proposal to ensure consistency and completion of all tasks in the RFP, and review the Points Awarded per Proposer.

Tab VI, References (10 points)

In order for the vendor to be awarded any points for this tab, the County requests that the vendor submits five (5) **completed** reference forms from clients whose projects are of a similar nature to this solicitation as a part of their proposal. The County will only use the methodology calculations for the first five (5) references (only) submitted by the vendor in their proposal.

Prior to the Selection Committee reviewing proposals, the following methodology will be applied to each vendor's information provided in this area:

- The County shall total each of the vendor's five reference questionnaires and create a ranking from highest number of points to lowest number of points. References marked with an N/A (or similar notation will be given the score of zero (0)). Vendors who do not turn in reference forms will be counted as zero (0).
- The greatest number of points allowed in this criterion will be awarded to the vendor who has the highest score.
- The next highest vendor's number of points will be divided by the highest vendor's points which will then be multiplied by criteria points to determine the vendor's points awarded. Each subsequent vendor's point score will be calculated in the same manner.

- Points awarded will be extended to the whole number per Microsoft Excel.

For illustrative purposes only, see chart for an example of how these points would be distributed among the five proposers.

Vendor Name	Vendor Total Reference Score	Points Awarded
Vendor ABC	445	10
Vendor DEF	425	9.6
Vendor GHI	388	8.7
Vendor JKL	365	8.2
Vendor MNO	325	7.3

Note: Sample chart reflects a 10 point reference criterion.

The points awarded by vendor will be distributed to the Selection Committee prior to their evaluation of the proposals. The Selection Committee will review the vendor's proposal to ensure consistency and completion of all tasks in the RFP, and review the Points Awarded per vendor. The Selection Committee may, at their sole discretion, contact references, and/or modify the reference points assigned after a thorough review of the proposal and prior to final ranking by the final Selection Committee.

Tab VII, Acceptance of Conditions

Indicate any exceptions to the general terms and conditions of the RFP, and to insurance requirements or any other requirements listed in this RFP. If no exceptions are indicated in this tabbed section, it will be understood that no exceptions to these documents will be considered after the award, or if applicable, during negotiations. Exceptions taken by a Vendor may result in evaluation point deduction(s) and/or exclusion of proposal for Selection Committee consideration, depending on the extent of the exception(s). Such determination shall be at the sole discretion of the County and Selection Committee.

Tab VIII, Required Form Submittals

- Attachment 2: Vendor Check List
- Attachment 3: Conflict of Interest Affidavit
- Attachment 4: Vendor Declaration Statement
- Attachment 5: Affidavit for Claiming Status as a Local Business
- Attachment 6: Immigration Affidavit Certification
- Attachment 7: Vendor Substitute W-9
- Attachment 8: Insurance and Bonding Requirements
- Attachment 9: Reference Questionnaire
- Other: licenses, certifications.

Exhibit II: General RFP Instructions

1. Questions

Direct questions related to this RFP to the Collier County Purchasing Department Online Bidding System website: www.colliergov.net/bid. Vendors must clearly understand that the only official answer or position of the County will be the one stated on the Collier County Purchasing Department Online Bidding System website. For general questions, please call the referenced Procurement Strategist noted on the cover page.

2. Pre-Proposal Conference

The purpose of the pre-proposal conference is to allow an open forum for discussion and questioning with County staff regarding this RFP with all prospective Vendors having an equal opportunity to hear and participate. Oral questions will receive oral responses, neither of which will be official, nor become part of the RFP. Only written responses to written questions will be considered official, and will be included as part of this RFP as an addendum. All prospective Vendors are strongly encouraged to attend, as, this will usually be the only pre-proposal conference for this solicitation. If this pre-proposal conference is denoted as "mandatory", prospective Vendors must be present in order to submit a proposal response.

3. Compliance with the RFP

Proposals must be in strict compliance with this RFP. Failure to comply with all provisions of the RFP may result in disqualification.

4. Ambiguity, Conflict, or Other Errors in the RFP

It is the sole responsibility of the Vendor if the Vendor discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, to immediately notify the Procurement Strategist, noted herein, of such error in writing and request modification or clarification of the document prior to submitting the proposal. The Procurement Strategist will make modifications by issuing a written revision and will give written notice to all parties who have received this RFP from the Purchasing Department.

5. Proposal, Presentation, and Protest Costs

The County will not be liable in any way for any costs incurred by any Vendor in the preparation of its proposal in response to this RFP, nor for the presentation of its proposal and/or participation in any discussions, negotiations, or, if applicable, any protest procedures.

6. Delivery of Proposals

All proposals are to be delivered before 3:00 PM, Naples local time, on or before Date to:

Collier County Government
Purchasing Department
3327 Tamiami Trail E
Naples FL 34112
Attn: Brenda Brillhart, Procurement Strategist

The County does not bear the responsibility for proposals delivered to the Purchasing Department past the stated date and/or time indicated, or to an incorrect address by Consultant's personnel or by the Consultant's outside carrier. However, the Procurement Director, or designee, reserves the right to accept proposals received after the posted close time under the following conditions:

- The tardy submission of the proposal is due to the following circumstances, which may include but not be limited to: late delivery by commercial carrier such as Fed Ex, UPS or courier where delivery was scheduled before the deadline.
- The acceptance of said proposal does not afford any competing firm an unfair advantage in the selection process.

Vendors must submit one (1) paper copy clearly labeled "Master," and one (1) disk (CD's/DVD's) with one copy of the proposal in a Word, Excel or PDF format. List the Solicitation Number and Title on the outside of the box or envelope.

7. Validity of Proposals

No proposal can be withdrawn after it is filed unless the Vendor makes their request in writing to the County prior to the time set for the closing of Proposals. All proposals shall be valid for a period of one hundred eighty (180) days from the submission date to accommodate evaluation and selection process.

8. Method of Source Selection

The County is using the Competitive Sealed Proposals methodology of source selection for this procurement, as authorized by Ordinance Number 2013-69 establishing and adopting the Collier County Purchasing Policy. The County may, as it deems necessary, conduct discussions with qualified Vendors determined to be in contention for being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

9. Evaluation of Proposals

The County's procedure for selecting is as follows:

- 1) The County Manager or designee shall appoint a Selection Committee to review all proposals submitted.
- 2) Request for Proposals issued.
- 3) Subsequent to the closing of proposals, the Procurement Strategist will review the proposals received and verify whether each proposal appears to be minimally responsive to the requirements of the published RFP.
- 4) Meetings will be open to the public and the Procurement Strategist shall publicly post prior notice of such meeting in the lobby of the Purchasing Building.
- 5) The committee members will review each Proposal individually and score each proposal based on the evaluation criteria stated herein.
- 6) Prior to the first meeting of the selection committee, the Procurement Strategist will post a notice announcing the date, time and place of the first committee meeting. Said notice shall be posted in the lobby of the Purchasing Building not less than three (3) working days prior to the meeting. The Procurement Strategist will also post prior notice of all subsequent committee meetings and shall endeavor to post such notices at least one (1) day in advance of all subsequent meetings.
- 7) The committee will compile individual rankings, based on the evaluation criteria as stated herein, for each proposal to determine committee recommendations. The committee may at their discretion, schedule presentations or demonstrations from the top-ranked firm(s),

make site visits, and obtain guidance from third party subject matter experts. The final recommendation will be decided based on review of scores and consensus of committee.

The County reserves the right to withdraw this RFP at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

Receipt of a proposal by the County or a submission of a proposal to the County offers no rights upon the Vendor nor obligates the County in any manner.

Acceptance of the proposal does not guarantee issuance of any other governmental approvals. Proposals which include provisions requiring the granting of zoning variances shall not be considered.

10. References

The County reserves the right to contact any and all references pertaining to this solicitation and related proposal.

11. Proposal Selection Committee and Evaluation Factors

The County Manager shall appoint a Selection Committee to review all proposals submitted. The factors to be considered in the evaluation of proposal responses are listed below.

Tab II, Project Approach & Understanding	15
Tab III, Demonstrated Knowledge & Similar Projects	25
Tab IV, Cost to the County	20
Tab V, Management Team & Subcontractors	20
Tab VI. References	10
Local Vendor Preference	10
TOTAL	Number of Points 100

Tie Breaker: In the event of a tie, **both in individual scoring and in final ranking**, the firm with the lowest paid dollars by Collier County to the vendor (as obtained from the County's financial system) within the last five (5) years will receive the higher individual ranking. If there is a multiple firm tie in either individual scoring or final ranking, the firm with the lowest volume of work shall receive the higher ranking, the firm with the next lowest volume of work shall receive the next highest ranking and so on.

12. Acceptance or Rejection of Proposals

The right is reserved by the County to waive any irregularities in any proposal, to reject any or all proposals, to re-solicit for proposals, if desired, and upon recommendation and justification by Collier County to accept the proposal which in the judgment of the County is deemed the most advantageous for the public and the County of Collier.

Any proposal which is incomplete, conditional, obscure or which contains irregularities of any kind, may be cause for rejection. In the event of default of the successful Vendor, or their refusal to enter into the Collier County contract, the County reserves the right to accept the proposal of any other Vendor or to re-advertise using the same or revised documentation, at its sole discretion.

Exhibit III: Collier County Purchase Order Terms and Conditions

1. **Offer**

This offer is subject to cancellation by the COUNTY without notice if not accepted by VENDOR within fourteen (14) days of issuance.

2. **Acceptance and Confirmation**

This Purchase Order (**including all documents attached to or referenced therein**) constitutes the entire agreement between the parties, unless otherwise specifically noted by the COUNTY on the face of this Purchase Order. Each delivery of goods and/or services received by the COUNTY from VENDOR shall be deemed to be upon the terms and conditions contained in this Purchase Order.

No additional terms may be added and Purchase Order may not be changed except by written instrument executed by the COUNTY. VENDOR is deemed to be on notice that the COUNTY objects to any additional or different terms and conditions contained in any acknowledgment, invoice or other communication from VENDOR, notwithstanding the COUNTY'S acceptance or payment for any delivery of goods and/or services, or any similar act by VENDOR.

3. **Inspection**

All goods and/or services delivered hereunder shall be received subject to the COUNTY'S inspection and approval and payment therefore shall not constitute acceptance. All payments are subject to adjustment for shortage or rejection. All defective or nonconforming goods will be returned pursuant to VENDOR'S instruction at VENDOR'S expense.

To the extent that a purchase order requires a series of performances by VENDOR, the COUNTY prospectively reserves the right to cancel the entire remainder of the Purchase Order if goods and/or services provided early in the term of the Purchase Order are non-conforming or otherwise rejected by the COUNTY.

4. **Shipping and Invoices**

a) All goods are FOB destination and must be suitably packed and prepared to secure the lowest transportation rates and to comply with all carrier regulations. Risk of loss of any goods sold hereunder shall transfer to the COUNTY at the time and place of delivery; provided that risk of loss prior to actual receipt of the goods by the COUNTY nonetheless remain with VENDOR.

b) No charges will be paid by the COUNTY for packing, crating or cartage unless otherwise specifically stated in this Purchase Order. Unless otherwise provided in Purchase Order, no invoices shall be issued nor payments made prior to delivery. Unless freight and other charges are itemized, any discount will be taken on the full amount of invoice.

c) All shipments of goods scheduled on the same day via the same route must be consolidated. Each shipping container must be consecutively numbered and marked to show this Purchase Order number. The container and Purchase Order numbers must be indicated on bill of lading. Packing slips must show Purchase Order number and must be included on each package of less than container load (LCL) shipments and/or with each car load of equipment. The COUNTY reserves the right to refuse or return any shipment or equipment at VENDOR'S expense that is not marked with Purchase Order numbers. VENDOR agrees to declare to the carrier the value of any shipment made under this Purchase Order and the full invoice value of such shipment.

d) All invoices must contain the Purchase Order number and any other specific information as identified on the Purchase Order. Discounts of prompt payment will be computed from the date of receipt of goods or from date of receipt of invoices, whichever is later. Payment will be made upon receipt of a proper invoice and in compliance with Chapter 218, Fla. Stats., otherwise known as the "Local Government Prompt Payment Act," and, pursuant to the Board of County Commissioners Purchasing Policy.

5. **Time Is Of the Essence**

Time for delivery of goods or performance of services under this Purchase Order is of the essence. Failure of VENDOR to meet delivery schedules or deliver within a reasonable time, as interpreted by the COUNTY in its sole judgment, shall entitle the COUNTY to seek all remedies available to it at law or in equity. VENDOR agrees to reimburse the COUNTY for any expenses incurred in enforcing its rights. VENDOR further agrees that undiscovered delivery of nonconforming goods and/or services is not a waiver of the COUNTY'S right to insist upon further compliance with all specifications.

6. Changes

The COUNTY may at any time and by written notice make changes to drawings and specifications, shipping instructions, quantities and delivery schedules within the general scope of this Purchase Order. Should any such change increase or decrease the cost of, or the time required for performance of the Purchase Order, an equitable adjustment in the price and/or delivery schedule will be negotiated by the COUNTY and VENDOR. Notwithstanding the foregoing, VENDOR has an affirmative obligation to give notice if the changes will decrease costs. Any claims for adjustment by VENDOR must be made within thirty (30) days from the date the change is ordered or within such additional period of time as may be agreed upon by the parties.

7. Warranties

VENDOR expressly warrants that the goods and/or services covered by this Purchase Order will conform to the specifications, drawings, samples or other descriptions furnished or specified by the COUNTY, and will be of satisfactory material and quality production, free from defects and sufficient for the purpose intended. Goods shall be delivered free from any security interest or other lien, encumbrance or claim of any third party. These warranties shall survive inspection, acceptance, passage of title and payment by the COUNTY.

8. Statutory Conformity

Goods and services provided pursuant to this Purchase Order, and their production and transportation shall conform to all applicable laws, including but not limited to the Occupational Health and Safety Act, the Federal Transportation Act and the Fair Labor Standards Act, as well as any law or regulation noted on the face of the Purchase Order.

9. Advertising

No VENDOR providing goods and services to the COUNTY shall advertise the fact that it has contracted with the COUNTY for goods and/or services, or appropriate or make use of the COUNTY'S name or other identifying marks or property without the prior written consent of the COUNTY'S Purchasing Department.

10. Indemnification

VENDOR shall indemnify and hold harmless the COUNTY from any and all claims, including claims of negligence, costs and expenses,

including but not limited to attorneys' fees, arising from, caused by or related to the injury or death of any person (including but not limited to employees and agents of VENDOR in the performance of their duties or otherwise), or damage to property (including property of the COUNTY or other persons), which arise out of or are incident to the goods and/or services to be provided hereunder.

11. Warranty of Non-Infringement

VENDOR represents and warrants that all goods sold or services performed under this Purchase Order are: a) in compliance with applicable laws; b) do not infringe any patent, trademark, copyright or trade secret; and c) do not constitute unfair competition.

VENDOR shall indemnify and hold harmless the COUNTY from and against any and all claims, including claims of negligence, costs and expense, including but not limited to attorneys' fees, which arise from any claim, suit or proceeding alleging that the COUNTY'S use of the goods and/or services provided under this Purchase Order are inconsistent with VENDOR'S representations and warranties in section 11 (a).

If any claim which arises from VENDOR'S breach of section 11 (a) has occurred, or is likely to occur, VENDOR may, at the COUNTY'S option, procure for the COUNTY the right to continue using the goods or services, or replace or modify the goods or services so that they become non-infringing, (without any material degradation in performance, quality, functionality or additional cost to the COUNTY).

12. Insurance Requirements

The VENDOR, at its sole expense, shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Purchase Order. Providing and maintaining adequate insurance coverage is a material obligation of the VENDOR. All insurance policies shall be executed through insurers authorized or eligible to write policies in the State of Florida.

13. Compliance with Laws

In fulfilling the terms of this Purchase Order, VENDOR agrees that it will comply with all federal, state, and local laws, rules, codes, and ordinances that are applicable to the conduct of its business. By way of non-exhaustive example, this shall include the American with Disabilities

Act and all prohibitions against discrimination on the basis of race, religion, sex creed, national origin, handicap, marital status, or veterans' status. Further, VENDOR acknowledges and without exception or stipulation shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the County shall have the discretion to unilaterally terminate said agreement immediately. Any breach of this provision may be regarded by the COUNTY as a material and substantial breach of the contract arising from this Purchase Order.

14. Force Majeure

Neither the COUNTY nor VENDOR shall be responsible for any delay or failure in performance resulting from any cause beyond their control, including, but without limitation to war, strikes, civil disturbances and acts of nature. When VENDOR has knowledge of any actual or potential force majeure or other conditions which will delay or threatens to delay timely performance of this Purchase Order, VENDOR shall immediately give notice thereof, including all relevant information with respects to what steps VENDOR is taking to complete delivery of the goods and/or services to the COUNTY.

15. Assignment

VENDOR may not assign this Purchase Order, nor any money due or to become due without the prior written consent of the COUNTY. Any assignment made without such consent shall be deemed void.

16. Taxes

Goods and services procured subject to this Purchase Order are exempt from Florida sales and use tax on real property, transient rental property rented, tangible personal purchased or rented, or services purchased (Florida Statutes, Chapter 212), and from federal excise tax.

17. Annual Appropriations

The COUNTY'S performance and obligation to pay under this Purchase Order shall be contingent upon an annual appropriation of funds.

18. Termination

This Purchase Order may be terminated at any time by the COUNTY upon 30 days prior written notice to the VENDOR. This Purchase Order may be terminated immediately by the COUNTY for breach by VENDOR of the terms and conditions of this Purchase Order, provided that COUNTY has provided VENDOR with notice of such breach and VENDOR has failed to cure within 10 days of receipt of such notice.

19. General

- a) This Purchase Order shall be governed by the laws of the State of Florida. The venue for any action brought to specifically enforce any of the terms and conditions of this Purchase Order shall be the Twentieth Judicial Circuit in and for Collier County, Florida
- b) Failure of the COUNTY to act immediately in response to a breach of this Purchase Order by VENDOR shall not constitute a waiver of breach. Waiver of the COUNTY by any default by VENDOR hereunder shall not be deemed a waiver of any subsequent default by VENDOR.
- c) All notices under this Purchase Order shall be sent to the respective addresses on the face page by certified mail, return receipt requested, by overnight courier service, or by personal delivery and will be deemed effective upon receipt. Postage, delivery and other charges shall be paid by the sender. A party may change its address for notice by written notice complying with the requirements of this section.
- d) The Vendor agrees to reimbursement of any travel expenses that may be associated with this Purchase Order in accordance with Florida Statute Chapter 112.061, Per Diem and Travel Expenses for Public Officers, employees and authorized persons.
- e) In the event of any conflict between or among the terms of any Contract Documents related to this Purchase Order, the terms of the Contract Documents shall take precedence over the terms of the Purchase Order. To the extent any terms and /or conditions of this Purchase Order duplicate or overlap the Terms and Conditions of the Contract Documents, the provisions of the Terms and/or Conditions that are most favorable to the County and/or provide the greatest protection to the County shall govern.

Exhibit IV: Additional Terms and Conditions for RFP

1. Insurance Requirements

The Vendor shall at its own expense, carry and maintain insurance coverage from responsible companies duly authorized to do business in the State of Florida as set forth in the Insurance and Bonding attachment of this solicitation. The Vendor shall procure and maintain property insurance upon the entire project, if required, to the full insurable value of the scope of work.

The County and the Vendor waive against each other and the County's separate Vendors, Contractors, Design Consultant, Subcontractors agents and employees of each and all of them, all damages covered by property insurance provided herein, except such rights as they may have to the proceeds of such insurance. The Vendor and County shall, where appropriate, require similar waivers of subrogation from the County's separate Vendors, Design Consultants and Subcontractors and shall require each of them to include similar waivers in their contracts.

Collier County shall be responsible for purchasing and maintaining, its own liability insurance.

Certificates issued as a result of the award of this solicitation must identify "For any and all work performed on behalf of Collier County."

The General Liability Policy provided by Vendor to meet the requirements of this solicitation shall name Collier County, Florida, as an additional insured as to the operations of Vendor under this solicitation and shall contain a severability of interests provisions.

Collier County Board of County Commissioners shall be named as the Certificate Holder. The Certificates of Insurance must state the Contract Number, or Project Number, or specific Project description, or must read: For any and all work performed on behalf of Collier County. The "Certificate Holder" should read as follows:

***Collier County Board of County Commissioners
Naples, Florida***

The amounts and types of insurance coverage shall conform to the minimum requirements set forth in the Insurance and Bonding attachment, with the use of Insurance Services Office (ISO) forms and endorsements or their equivalents. If Vendor has any self-insured retentions or deductibles under any of the below listed minimum required coverage, Vendor must identify on the Certificate of Insurance the nature and amount of such self-insured retentions or deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles will be Vendor's sole responsibility.

Coverage(s) shall be maintained without interruption from the date of commencement of the Work until the date of completion and acceptance of the scope of work by the County or as specified in this solicitation, whichever is longer.

The Vendor and/or its insurance carrier shall provide 30 days written notice to the County of policy cancellation or non-renewal on the part of the insurance carrier or the Vendor. The Vendor shall also notify the County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by Vendor from its insurer and nothing contained herein shall relieve Vendor of this requirement to provide notice. In the event of a reduction in the aggregate limit of any policy to be provided by Vendor hereunder, Vendor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

Should at any time the Vendor not maintain the insurance coverage(s) required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverage(s) and charge the Vendor for such coverage(s) purchased. If Vendor fails to reimburse the County for such costs within thirty (30) days after demand, the County has the right to offset these costs from any amount due Vendor under this Agreement or any other agreement between the County and Vendor. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage(s) purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverage(s) shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

If the initial or any subsequently issued Certificate of Insurance expires prior to the completion of the scope of work, the Vendor shall furnish to the County renewal or replacement Certificate(s) of Insurance not later than ten (10) calendar days after the expiration date on the certificate. Failure of the Vendor to provide the County with such renewal certificate(s) shall be considered justification for the County to terminate any and all contracts.

2. Offer Extended to Other Governmental Entities

Collier County encourages and agrees to the successful vendor extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful vendor.

3. Additional Items and/or Services

Additional items and / or services may be added to the resultant contract, or purchase order, in compliance with the Purchasing Policy.

4. Use of Subcontractors

Bidders on any service related project, including construction, must be qualified and directly responsible for **30%** or more of the solicitation amount for said work.

5. County's Right to Inspect

The County or its authorized Agent shall have the right to inspect the Vendor's facilities/project site during and after each work assignment the Vendor is performing.

6. Vendor Performance Evaluation

The County has implemented a Vendor Performance Evaluation System for all contracts awarded in excess of \$25,000. To this end, vendors will be evaluated on their performance upon completion/termination of this Agreement.

7. Additional Terms and Conditions of Contract

Collier County has developed standard contracts/agreements, approved by the Board of County Commissioners (BCC). The selected Vendor shall be required to sign a standard Collier County contract within twenty one (21) days of Notice of Selection for Award.

The County reserves the right to include in any contract document such terms and conditions, as it deems necessary for the proper protection of the rights of Collier County. A sample copy of this contract is available upon request. The County will not be obligated to sign any contracts, maintenance and/or service agreements or other documents provided by the Vendor.

The County's Project Manager, shall coordinate with the Contractor the return of any surplus assets, including materials, supplies, and equipment associated with the scope or work.

8. Payment Method

Payments are made in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes. Vendor's invoices must include:

- Purchase Order Number
- Description and quantities of the goods or services provided per instructions on the County's purchase order or contract.

Invoices shall be sent to:

Board of County Commissioners
Clerk's Finance Department
ATTN: Accounts Payable
3299 Tamiami Trail E Ste 700
Naples FL 34112

Or emailed to: bccapclerk@collierclerk.com.

Collier County, in its sole discretion, will determine the method of payment for goods and/or services as part of this agreement.

Payment methods include:

- Traditional – payment by check, wire transfer or other cash equivalent.
- Standard – payment by purchasing card. Collier County's Purchasing Card Program is supported by standard bank credit suppliers (i.e. VISA and MasterCard), and as such, is cognizant of the Rules for VISA Merchants and MasterCard Merchant Rules.

The County may not accept any additional surcharges (credit card transaction fees) as a result of using the County's credit card for transactions relating to this solicitation. The County will entertain bids clearly stating pricing for standard payment methods. An additional separate discounted price for traditional payments may be provided at the initial bid submittal if it is clearly marked as an "Additional Cash Discount."

Upon execution of the Contract and completion of each month's work, payment requests may be submitted to the Project Manager on a monthly basis by the Contractor for services rendered for that prior month. Services beyond sixty (60) days from current monthly invoice will not be considered for payment without prior approval from the Project manager. All invoices should be submitted within the fiscal year the work was performed. (County's fiscal year is October 1 - September 30.) Invoices submitted after the close of the fiscal year will not be accepted (or processed for payment) unless specifically authorized by the Project Manager.

Payments will be made for articles and/or services furnished, delivered, and accepted, upon receipt and approval of invoices submitted on the date of services or within six (6) months after completion of contract. Any untimely submission of invoices beyond the specified deadline period is subject to non-payment under the legal doctrine of "laches" as untimely submitted. Time shall be deemed of the essence with respect to the timely submission of invoices under this agreement.

In instances where the successful contractor may owe debts (including, but not limited to taxes or other fees) to Collier County and the contractor has not satisfied nor made arrangement to satisfy these debts, the County reserves the right to off-set the amount owed to the County by applying the amount owed to the vendor or contractor for services performed or for materials delivered in association with a contract.

Invoices shall not reflect sales tax. After review and approval, the invoice will be transmitted to the Finance Division for payment. Payment will be made upon receipt of proper invoice and in compliance with Chapter 218 Florida Statutes, otherwise known as the "Local Government Prompt Payment Act." Collier County reserves the right to withhold and/or reduce an appropriate amount of any payment for work not performed or for unsatisfactory performance of Contractual requirements.

9. Environmental Health and Safety

All Vendors and Sub vendors performing service for Collier County are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Vendors and Sub vendors shall be responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site. All firewall penetrations must be protected in order to meet Fire Codes.

Collier County Government has authorized OSHA representatives to enter any Collier County facility, property and/or right-of-way for the purpose of inspection of any Vendor's work operations. This provision is non-negotiable by any department and/or Vendor.

10. Licenses

The Vendor is required to possess the correct Business Tax Receipt, professional license, and any other authorizations necessary to carry out and perform the work required by the project pursuant to all applicable Federal, State and Local Law, Statute, Ordinances, and rules and regulations of any kind. **Additionally, copies of the required licenses must be submitted with the proposal response indicating that the entity proposing, as well as the team assigned to the County account, is properly licensed to perform the activities or work included in the contract documents. Failure on the part of any Vendor to submit the required documentation may be grounds to deem Vendor non-responsive.** A Vendor, with an office within Collier County is also required to have an occupational license.

All State Certified contractors who may need to pull Collier County permits or call in inspections must complete a Collier County Contractor License registration form and submit the required fee. After registering the license/registration will need to be renewed thereafter to remain "active" in Collier County. If you have questions regarding professional licenses contact the Contractor Licensing, Community Development and Environmental Services at (239) 252-2431, 252-2432 or 252-2909. Questions regarding required occupational licenses, please contact the Tax Collector's Office at (239) 252-2477.

11. Principals/Collusion

By submission of this Proposal the undersigned, as Vendor, does declare that the only person or persons interested in this Proposal as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Proposal or in the contract to be entered into; that this Proposal is made without connection with any person, company or parties making a Proposal, and that it is in all respects fair and in good faith without collusion or fraud.

12. Relation of County

It is the intent of the parties hereto that the Vendor shall be legally considered an independent Vendor, and that neither the Vendor nor their employees shall, under any circumstances, be considered employees or agents of the County, and that the County shall be at no time legally

responsible for any negligence on the part of said Vendor, their employees or agents, ^{20 of 101} resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

13. Termination

Should the Vendor be found to have failed to perform his services in a manner satisfactory to the County, the County may terminate this Agreement immediately for cause; further the County may terminate this Agreement for convenience with a thirty (30) day written notice. The County shall be sole judge of non-performance.

14. Lobbying

All firms are hereby placed on **NOTICE** that the Board of County Commissioners does not wish to be lobbied, either individually or collectively about a project for which a firm has submitted a Proposal. Firms and their agents are not to contact members of the County Commission for such purposes as meeting or introduction, luncheons, dinners, etc. During the process, **from Proposal closing to final Board approval**, no firm or their agent shall contact any other employee of Collier County in reference to this Proposal, with the exception of the Procurement Director or his designee(s). Failure to abide by this provision may serve as grounds for disqualification for award of this contract to the firm.

15. Public Records Compliance

The Vendor/Contractor agrees to comply with the Florida Public Records Law Chapter 119 (including specifically those contractual requirements at F.S. § 119.0701(2) (a)-(d) and (3)), ordinances, codes, rules, regulations and requirements of any governmental agencies.

16. Certificate of Authority to Conduct Business in the State of Florida (Florida Statute 607.1501)

In order to be considered for award, firms must be registered with the Florida Department of State Divisions of Corporations in accordance with the requirements of Florida Statute 607.1501 and provide a certificate of authority (www.sunbiz.org/search.html) prior to execution of a contract. A copy of the document may be submitted with the solicitation response and the document number shall be identified. Firms who do not provide the certificate of authority at the time of response shall be required to provide same within five (5) days upon notification of selection for award. If the firm cannot provide the document within the referenced timeframe, the County reserves the right to award to another firm.

17. Single Proposal

Each Vendor must submit, with their proposal, the required forms included in this RFP. Only **one** proposal from a legal entity as a primary will be considered. A legal entity that submits a proposal as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-consultant to any other firm submitting under the same RFP. If a legal entity is not submitting as a primary or as part of a partnership or joint venture as a primary, that legal entity may act as a sub-consultant to any other firm or firms submitting under the same RFP. All submittals in violation of this requirement will be deemed non-responsive and rejected from further consideration.

18. Survivability

The Consultant agrees that any Purchase Order that extends beyond the expiration date of the original Solicitation 15-6419 will survive and remain subject to the terms and conditions of that Agreement until the completion or termination of this Purchase Order.

19. Protest Procedures

Any prospective proposer who desires to protest any aspect(s) or provision(s) of the solicitation (including the form of the solicitation documents or procedures) shall file their protest with the Procurement Director prior to the time of the bid opening strictly in accordance with the County's then current purchasing ordinance and policies.

The Board of County Commissioners will make award of contract in public session. Award recommendations will be posted outside the offices of the Purchasing Department on Wednesdays and Thursdays. Any actual or prospective respondent who desires to formally protest the recommended contract award must file a notice of intent to protest with the Procurement Director within two (2) calendar days (excluding weekends and County holidays) of the date that the recommended award is posted.

Upon filing of said notice, the protesting party will have five (5) days to file a formal protest and will be given instructions as to the form and content requirements of the formal protest. A copy of the "Protest Policy" is available at the office of the Procurement Director.

20. Public Entity Crime

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

21. Security and Background Checks

If required, Vendor / Contractor / Proposer shall be responsible for the costs of providing background checks by the Collier County Facilities Management Department, and drug testing for all employees that shall provide services to the County under this Agreement. This may include, but not be limited to, checking federal, state and local law enforcement records, including a state and FBI fingerprint check, credit reports, education, residence and employment verifications and other related records. Contractor shall be required to maintain records on each employee and make them available to the County for at least four (4) years.

22. Conflict of Interest

Vendor shall complete the Conflict of Interest Affidavit included as an attachment to this RFP document. Disclosure of any potential or actual conflict of interest is subject to County staff review and does not in and of itself disqualify a firm from consideration. These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

23. Prohibition of Gifts to County Employees

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any County employee, as set forth in Chapter 112, Part III, Florida Statutes, the current Collier County Ethics Ordinance and County Administrative Procedure 5311. Violation of this provision may result in one or more of the following consequences: a. Prohibition by

the individual, firm, and/or any employee of the firm from contact with County staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the County for a specified period of time, including but not limited to: submitting bids, RFP, and/or quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause.

24. Immigration Affidavit Certification

Statutes and executive orders require employers to abide by the immigration laws of the United States and to employ only individuals who are eligible to work in the United States. The Employment Eligibility Verification System (E-Verify) operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA), provides an Internet-based means of verifying employment eligibility of workers in the United States; it is not a substitute for any other employment eligibility verification requirements. The program will be used for Collier County formal Invitations to Bid (ITB) and Request for Proposals (RFP) including professional services and construction services.

Exceptions to the program:

- Commodity based procurement where no services are provided.
- Where the requirement for the affidavit is waived by the Board of County Commissioners

Vendors / Bidders are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment, at the time of the submission of the vendor's/bidder's proposal. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. Vendors are also required to provide the Collier County Purchasing Department an executed affidavit certifying they shall comply with the E-Verify Program. The affidavit is attached to the solicitation documents. **If the Bidder/Vendor does not comply with providing both the acceptable E-Verify evidence and the executed affidavit the bidder's / vendor's proposal may be deemed non-responsive.**

Additionally, vendors shall require all subcontracted vendors to use the E-Verify system for all purchases not covered under the "Exceptions to the program" clause above. For additional information regarding the Employment Eligibility Verification System (E-Verify) program visit the following website: <http://www.dhs.gov/E-Verify>. It shall be the vendor's responsibility to familiarize themselves with all rules and regulations governing this program.

Vendor acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended and with the provisions contained within this affidavit. Failure by the awarded firm(s) to comply with the laws referenced herein or the provisions of this affidavit shall constitute a breach of the award agreement and the County shall have the discretion to unilaterally terminate said agreement immediately.

25. Collier County Local Preference Policy

Collier County provides an incentive to local business to enhance the opportunities of local businesses in the award of County contracts. In the evaluation of proposals, the County rewards Vendors for being a local business by granting a ten (10) points incentive in the evaluation criterion points. Local business means the vendor has a current Business Tax Receipt issued by the Collier County Tax Collector for at least one year prior to bid or proposal submission to do business within Collier County, and that identifies the business with a permanent physical business address located within the limits of Collier County from which the vendor's staff operates and performs business in an area zoned for the conduct of such business. A Post Office Box or a facility that receives mail, or a non-permanent structure such as a construction trailer, storage shed, or other non-permanent

structure shall not be used for the purpose of establishing said physical address. In addition to the foregoing, a vendor shall not be considered a "local business" unless it contributes to the economic development and well-being of Collier County in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities, support and increase to the County's tax base, and residency of employees and principals of the business within Collier County. Vendors shall affirm in writing their compliance with the foregoing at the time of submitting their bid or proposal to be eligible for consideration as a "local business" under this section. A vendor who misrepresents the Local Preference status of its firm in a proposal or bid submitted to the County will lose the privilege to claim Local Preference status for a period of up to one year.

Under this solicitation proposers desiring to receive local preference will be invited and required to affirmatively state and provide documentation as set forth in the solicitation in support of their status as a local business. Any proposer who fails to submit sufficient documentation with their proposal offer shall not be granted local preference consideration for the purposes of that specific contract award. Except where federal or state law, or any other funding source, mandates to the contrary, Collier County and its agencies and instrumentalities, will give preference to local businesses in the following manner.

For all purchases of commodities and services procured through a competitive proposal process and not otherwise exempt from this local preference section, the solicitation shall include a weighted criterion for local preference that equals 10 percent of the total points in the evaluation criteria published in the solicitation. Purchases of professional services as defined and identified under subsection 11B.2 (which are subject to Section 287.055, F.S.) and subsection 11B.3 (which are subject to Section 11.45, F.S.) shall not be subject to this local preference section.

The vendor must complete and submit with their proposal response the *Affidavit for Claiming Status as a Local Business* which is included as part of this solicitation.

Failure on the part of a vendor to submit this Affidavit with their proposal response will preclude said Vendor from being considered for local preference under this solicitation.

A vendor who misrepresents the Local Preference status of its firm in a proposal or bid submitted to the County will lose the privilege to claim Local Preference status for a period of up to one year.



Attachment 1: Vendor's Non-Response Statement

The sole intent of the Collier County Purchasing Department is to issue solicitations that are clear, concise and openly competitive. Therefore, we are interested in ascertaining reasons for prospective Vendors not wishing to respond to this solicitation. If your firm is not responding to this RFP, please indicate the reason(s) by checking the item(s) listed below and return this form via email or fax, noted on the cover page, or mail to Collier County Government, Purchasing Department, 3327 Tamiami Trail E, Naples, FL 34112.

We are not responding to Solicitation RFP 15-6419 – Sports Facilities Assessment for the following reason(s):

- Services requested not available through our company.
- Our firm could not meet specifications/scope of work.
- Specifications/scope of work not clearly understood or applicable (too vague, rigid, etc.)
- Project is too small.
- Insufficient time allowed for preparation of response.
- Incorrect address used. Please correct mailing address:

- Other reason(s): _____

Name of Firm: _____

Address: _____

City, State, Zip: _____

Telephone: _____

Email: _____

Representative Signature: _____

Representative Name: _____ Date _____



Attachment 2: Vendor Check List

IMPORTANT: THIS SHEET MUST BE SIGNED. Please read carefully, sign in the spaces indicated and return with your Proposal. Vendor should check off each of the following items as the necessary action is completed:

- The Proposal has been signed.
- All applicable forms have been signed and included, along with licenses to complete the requirements of the project.
- Any addenda have been signed and included.
- The mailing envelope has been addressed to:
Collier County Government
Purchasing Department
3327 Tamiami Trail E
Naples FL 34112
Attn: Brenda Brilhart, Procurement Strategist
- The **mailing envelope must be sealed and marked** with Solicitation RFP 15-6419 – Sports Facilities Assessment.
- The Proposal will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Proposal cannot be considered.)
- If submitting a manual bid, include any addenda (initialed and dated noting understanding and receipt). If submitting bid electronically, bidder will need to download all related documents on www.colliergov.net/bid. The system will date and time stamp when the addendum files were downloaded.

ALL COURIER-DELIVERED PROPOSALS MUST HAVE THE RFP NUMBER AND TITLE ON THE OUTSIDE OF THE COURIER PACKET.

Name of Firm: _____

Address: _____

City, State, Zip: _____

Telephone: _____

Email: _____

Representative Signature: _____

Representative Name: _____ Date _____



Attachment 3: Conflict of Interest Affidavit

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Procurement Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

Firm: _____

Signature and Date: _____

Print Name _____

Title of Signatory _____

State of _____

County of _____

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20____,
by _____, who is personally known to me to be the
_____ for the Firm, OR who produced the following
identification _____.

Notary Public

My Commission Expires _____



Attachment 4: Vendor Declaration Statement

BOARD OF COUNTY COMMISSIONERS
Collier County Government Complex
Naples, Florida 34112

RE: Solicitation: RFP 15-6419 – Sports Facilities Assessment

Dear Commissioners:

The undersigned, as Vendor declares that this proposal is made without connection or arrangement with any other person and this proposal is in every respect fair and made in good faith, without collusion or fraud.

The Vendor agrees, if this proposal is accepted, to execute a Collier County document for the purpose of establishing a formal contractual relationship between the firm and Collier County, for the performance of all requirements to which the proposal pertains. The Vendor states that the proposal is based upon the proposal documents listed by **Solicitation:** RFP 15-6419 – Sports Facilities Assessment.

(Proposal Continued on Next Page)

PROPOSAL CONTINUED

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this _____ day of _____, 20
in the County of _____, in the State of _____.

Firm's Legal Name: _____

Address: _____

City, State, Zip Code: _____

Florida Certificate of
Authority Document Number: _____

Federal Tax Identification
Number _____

CCR # or CAGE Code _____

Telephone: _____

FAX: _____

Signature by:
(Typed and written) _____

Title: _____

Additional Contact Information

Send payments to:
(required if different from above) _____
Company name used as payee

Contact name: _____

Title: _____

Address: _____

City, State, ZIP _____

Telephone: _____

FAX: _____

Email: _____

**Office servicing Collier
County to place orders**
(required if different from above)

Contact name: _____

Title: _____

Address: _____

City, State, ZIP _____

Telephone: _____ Email _____



Attachment 5: Affidavit for Claiming Status as a Local Business

Solicitation: RFP 15-6419 – Sports Facilities Assessment (Check Appropriate Boxes Below)

State of Florida (Select County if Vendor is described as a Local Business

Collier County

Lee County

Vendor affirms that it is a local business as defined by the Purchasing Policy of the Collier County Board of County Commissioners and the Regulations Thereto. As defined in Section XI of the Collier County Purchasing Policy: Local business means the vendor has a current Business Tax Receipt issued by the Collier County Tax Collector for at least one year prior to bid or proposal submission to do business within Collier County, and that identifies the business with a permanent physical business address located within the limits of Collier County from which the vendor's staff operates and performs business in an area zoned for the conduct of such business. A Post Office Box or a facility that receives mail, or a non-permanent structure such as a construction trailer, storage shed, or other non-permanent structure shall not be used for the purpose of establishing said physical address. In addition to the foregoing, a vendor shall not be considered a "local business" unless it contributes to the economic development and well-being of Collier County in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities, support and increase to the County's tax base, and residency of employees and principals of the business within Collier County. Vendors shall affirm in writing their compliance with the foregoing at the time of submitting their bid or proposal to be eligible for consideration as a "local business" under this section. A vendor who misrepresents the Local Preference status of its firm in a proposal or bid submitted to the County will lose the privilege to claim Local Preference status for a period of up to one year.

Vendor must complete the following information:

Year Business Established in Collier County or Lee County: _____

Number of Employees (Including Owner(s) or Corporate Officers): _____

Number of Employees Living in Collier County or Lee (Including Owner(s) or Corporate Officers): _____

If requested by the County, vendor will be required to provide documentation substantiating the information given in this affidavit. Failure to do so will result in vendor's submission being deemed not applicable.

Vendor Name: _____ Date: _____

Collier or Lee County Address: _____

Signature: _____ Title: _____

STATE OF FLORIDA

COLLIER COUNTY

LEE COUNTY

Sworn to and Subscribed Before Me, a Notary Public, for the above State and County, on this _____ Day of _____, 20____.

Notary Public

My Commission Expires: _____

(AFFIX OFFICIAL SEAL)



Attachment 6: Immigration Affidavit Certification

Solicitation: RFP 15-6419 – Sports Facilities Assessment

This Affidavit is required and should be signed, notarized by an authorized principal of the firm and submitted with formal Invitations to Bid (ITB's) and Request for Proposals (RFP) submittals. Further, Vendors / Bidders are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment, at the time of the submission of the vendor's/bidder's proposal. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. **Failure to include this Affidavit and acceptable evidence of enrollment in the E-Verify program, may deem the Vendor / Bidder's proposal as non-responsive.**

Collier County will not intentionally award County contracts to any vendor who knowingly employs unauthorized alien workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act ("INA").

Collier County may consider the employment by any vendor of unauthorized aliens a violation of Section 274A (e) of the INA. Such Violation by the recipient of the Employment Provisions contained in Section 274A (e) of the INA shall be grounds for unilateral termination of the contract by Collier County.

Vendor attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)) and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility Verification System (E-Verify), operated by the Department of Homeland Security in partnership with the Social Security Administration at the time of submission of the Vendor's / Bidder's proposal.

Company Name _____

Print Name _____ Title _____

Signature _____ Date _____

State of _____

County of _____

The foregoing instrument was signed and acknowledged before me this ____ day of _____, 20____, by

_____ who has produced _____ as identification.
(Print or Type Name) (Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.



**Attachment 7: Vendor Substitute W – 9
 Request for Taxpayer Identification Number and Certification**

In accordance with the Internal Revenue Service regulations, Collier County is required to collect the following information for tax reporting purposes from individuals and companies who do business with the County (including social security numbers if used by the individual or company for tax reporting purposes). Florida Statute 119.071(5) require that the county notify you in writing of the reason for collecting this information, which will be used for no other purpose than herein stated. Please complete all information that applies to your business and return with your quote or proposal.

1. General Information (provide all information)

Taxpayer Name _____ <i>(as shown on income tax return)</i>	
Business Name _____ <i>(if different from taxpayer name)</i>	
Address _____	City _____
State _____	Zip _____
Telephone _____	FAX _____ Email _____
Order Information Address _____ City _____ State _____ Zip _____ FAX _____ Email _____	Remit / Payment Information Address _____ City _____ State _____ Zip _____ FAX _____ Email _____

2. Company Status (check only one)

<input type="checkbox"/> Individual / Sole Proprietor	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership
<input type="checkbox"/> Tax Exempt (Federal income tax-exempt entity under Internal Revenue Service guidelines IRC 501 (c) 3)	<input type="checkbox"/> Limited Liability Company	
Enter the tax classification <i>(D = Disregarded Entity, C = Corporation, P = Partnership)</i>		

3. Taxpayer Identification Number (for tax reporting purposes only)

Federal Tax Identification Number (TIN) _____ (Vendors who do not have a TIN, will be required to provide a social security number prior to an award of the contract.)

4. Sign and Date Form

Certification: Under penalties of perjury, I certify that the information shown on this form is correct to my knowledge.

Signature _____	Date _____
Title _____	Phone Number _____



Attachment 8: Insurance and Bonding Requirements

Insurance / Bond Type	Required Limits
1. <input checked="" type="checkbox"/> Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements
2. <input checked="" type="checkbox"/> Employer's Liability	<u>\$500,000</u> single limit per occurrence
3. <input checked="" type="checkbox"/> Commercial General Liability (Occurrence Form) patterned after the current ISO form	Bodily Injury and Property Damage <u>\$1,000,000</u> single limit per occurrence, \$2,000,000 aggregate for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability
4. <input checked="" type="checkbox"/> Indemnification	To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless Collier County, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. This section does not pertain to any incident arising from the sole negligence of Collier County.
4. <input checked="" type="checkbox"/> Automobile Liability	<u>\$ 500,000</u> Each Occurrence; Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included
5. <input checked="" type="checkbox"/> Other insurance as noted:	<input type="checkbox"/> Watercraft \$ _____ Per Occurrence <input type="checkbox"/> United States Longshoreman's and Harborworker's Act coverage shall be maintained where applicable to the completion of the work. \$ _____ Per Occurrence <input type="checkbox"/> Aircraft Liability coverage shall be carried in limits of not less than \$5,000,000 each occurrence if applicable to the completion of the Services under this Agreement. \$ _____ Per Occurrence <input type="checkbox"/> Pollution \$ _____ Per Occurrence <input type="checkbox"/> Professional Liability \$ _____ Per Occurrence <ul style="list-style-type: none"> • \$ 500,000 each claim and in the aggregate • \$1,000,000 each claim and in the aggregate • \$2,000,000 each claim and in the aggregate <input checked="" type="checkbox"/> Professional Liability \$1,000,000 per claim and in the aggregate <ul style="list-style-type: none"> • \$1,000,000 per claim and in the aggregate • \$2,000,000 per claim and in the aggregate

Valuable Papers Insurance \$_____ Per Occurrence

6. Bid bond
Shall be submitted with proposal response in the form of certified funds, cashiers' check or an irrevocable letter of credit, a cash bond posted with the County Clerk, or proposal bond in a sum equal to 5% of the cost proposal. All checks shall be made payable to the Collier County Board of County Commissioners on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation.
7. Performance and Payment Bonds
For projects in excess of \$200,000, bonds shall be submitted with the executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.
8. Vendor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Vendor shall provide County with certificates of insurance meeting the required insurance provisions.
9. Collier County must be named as "**ADDITIONAL INSURED**" on the Insurance Certificate for Commercial General Liability where required.
10. The Certificate Holder shall be named as Collier County Board of County Commissioners, OR, Board of County Commissioners in Collier County, OR Collier County Government, OR Collier County. The Certificates of Insurance must state the Contract Number, or Project Number, or specific Project description, or must read: For any and all work performed on behalf of Collier County.
11. **Thirty (30) Days Cancellation Notice** required.
Ljb 2/23/2015

Vendor's Insurance Statement

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of this solicitation.

Name of Firm _____ Date _____

Vendor Signature _____

Print Name _____

Insurance Agency _____

Agent Name _____ Telephone Number _____



Attachment 9: Reference Questionnaire

Solicitation: RFP 15-6419 – Sports Facilities Assessment		
Reference Questionnaire for:		
(Name of Company Requesting Reference Information)		
(Name of Individuals Requesting Reference Information)		
Name:	Company:	
(Evaluator completing reference questionnaire)	(Evaluator's Company completing reference)	
Email:	FAX:	Telephone:

Collier County is implementing a process that collects reference information on firms and their key personnel to be used in the selection of firms to perform this project. The Name of the Company listed in the Subject above has listed you as a client for which they have previously performed work. Please complete the survey. Please rate each criteria to the best of your knowledge on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). If you do not have sufficient knowledge of past performance in a particular area, leave it blank and the item or form will be scored "0."

Project Description: _____ Completion Date: _____

Project Budget: _____ Project Number of Days: _____

Change Orders - Dollars Added : _____ Change Orders - Days Added: _____

Item	Criteria	Score
1	Ability to manage the project costs (minimize change orders to scope).	
2	Ability to maintain project schedule (complete on-time or early).	
3	Quality of work.	
4	Quality of consultative advice provided on the project.	
5	Professionalism and ability to manage personnel.	
6	Project administration (completed documents, final invoice, final product turnover; invoices; manuals or going forward documentation, etc.)	
7	Ability to verbally communicate and document information clearly and succinctly.	
8	Ability to manage risks and unexpected project circumstances.	
9	Ability to follow contract documents, policies, procedures, rules, regulations, etc.	
10	Overall comfort level with hiring the company in the future (customer satisfaction).	
TOTAL SCORE OF ALL ITEMS		

Please FAX this completed survey to: _____ By _____



Clancy's Sports Properties

RFP-15-6419

Sports Facilities Assessment

Submitted to:

Collier County Government
Purchasing Department
3327 Tamiami Trail E
Naples, FL 34112
Attn: Brenda Brillhart, Procurement Strategist

June 8, 2015



Table of Contents

- TAB I. Cover Letter/ Management Summary
- TAB II. Project Approach & Understanding
- TAB III. Demonstrated Knowledge & Similar
Projects
- TAB IV. Cost to the County
- TAB V. Experience & Qualifications
- TAB VI. References
- TAB VII. Acceptance of Conditions
- TAB VIII. Required Forms

Tab I: Cover Letter/ Management Summary



June 8, 2015

Collier County Government
Purchasing Department
3327 Tamiami Trail E
Naples, FL 34112
Attn: Brenda Brillhart, Procurement Strategist

Sports Facilities Assessment

Dear Ms. Brillhart,

The Hunden Strategic Partners Team (Team or HSP), including sports management professionals at Clancy's Sports Properties and design experts at BEA Architects, is pleased to respond to Collier County's request for a comprehensive sports facilities market and needs assessment. HSP believes it provides the right fit for your needs as our professionals have performed these same tasks for numerous similar projects in other communities, including in Florida.

Hunden Strategic Partners (HSP) is a **leading destination development consulting firm**, with its primary offices in Chicago. The firm offers the full-range of market and financial feasibility services as well as economic impact analyses for specialty destination assets such as **youth sports and recreation facilities, arenas and stadiums**, convention centers, exposition centers and **supportive hotels** and mixed-use developments. HSP has the advantage of being able to focus our national experience on your local needs. **HSP does not use "boiler plate" reports** like many of the national consulting firms. We will devote our resources to this project in a hands-on manner most other firms or teams cannot. HSP also complies with the Municipal Securities Rulemaking Board, a federal agency that ensures municipal advisors minimize public risk. HSP will advise the County on every task in the proposed Scope of Work.

Clancy's Sports Properties (CSP) is full-service management consulting and planning firm, based in Orlando, FL, focusing on sports related services to governmental agencies, not-for-profit agencies and youth sports businesses. CSP was established to support Sport Commissions, CVBs and government agencies alike in optimizing their sports offerings, developing and packaging them effectively to specific target market needs and ensure maximum participation. CSP will be responsible for advising on the sports marketing plan, specifically, as well as other tasks identified in our proposed Scope of Work.

BEA Architects (BEA) is a Miami-based architectural firm providing design services, including strategic facility planning, programming, master planning, design, documentation and construction services. BEA's local sports and recreation design portfolio includes the Florida International University Golden Panther Stadium and the Field House in Miami, the Ransom Everglades Upper School Aquatic Center and Ransom Everglades Middle School Gymnasium in Coconut Grove, and the Pinecrest Library and Community Center. BEA will primarily be responsible for estimated development costs and designs for any recommended expansions, remodels, renovations and/or new developments.

Why choose the HSP Team?

- **Experience in the market analysis, feasibility and financing of athletic developments.** HSP has experience consulting on numerous athletic facilities throughout the United States in all market sizes from coast to coast, especially youth and amateur facilities. HSP understands the impact they can have in bringing visitors as well as accommodating local needs. HSP's experience includes
 - Orange County, FL – Multipurpose outdoor youth sports complex study with multiple scenarios.
 - Monroe, MI – Market and needs assessment study regarding the future use of the Monroe Multi-Sports Complex.



- Tampa, FL – High-end health and fitness facility.
- Chicago, IL – Ice and gymnastics facility for the Chicago Park District.
- Westfield, IN – Grand Park Sportsplex feasibility analysis (completed in 2011). One of nation's largest, a 300-acre multi-use full-service tournament sports complex with a large indoor facility under development.
- Castle Rock, CO – Self-sustaining recreation facility (indoor and outdoor) market analysis and feasibility study.
- Irvine, CA – Great Park Sports Complex, a \$125 million multi-sport complex in the nation's second largest market. HSP completed the feasibility and impact studies that led to the project, now in development.
- Elkhart, IN – An indoor/outdoor youth and community sports complex adjacent to numerous hotels and the Indiana Toll Road as part of a reuse strategy for a failed mall area.
- Jefferson Parish, LA – Multipurpose outdoor amateur sports complex for the Louisiana Stadium and Exposition District, located in suburban New Orleans.
- Rockford, IL – Multipurpose indoor tournament complex in a converted downtown industrial building.
- Saginaw, MI – Youth sports complex market and feasibility study for a site near downtown.
- Richmond, VA – Multiple youth sports tournament complex options studied on the site of City Stadium.
- **Experience in Florida.** HSP is currently working with a developer on a health and fitness market analysis in Tampa and has recently conducted a **youth sports complex study** for Orange County, Florida. HSP professionals have also completed studies in Osceola County, Boca Raton, Clearwater and Palm Beach County, Florida.
- **No conflict of interest or interest in managing the facility.** Unlike some firms whose ultimate goal is to generate fees by managing a facility that you fund, HSP has no ongoing interest in whether or not a facility is developed. We pride ourselves on delivering the truth and solid market and financial projections in order to inform and protect our clients, and the taxpayers who would be on the hook for any upfront and ongoing funding.

The Hunden Strategic Partners Team will provide all of these assets in a time and pricing structure that is flexible to the needs of the County. The County will deal directly with Rob Hunden as the primary contact and signatory of any contracts. HSP's proposed scope of work is included in the proposal. HSP will comply with all the provisions in the RFP. HSP appreciates the opportunity to work with you.

Should you have any questions, please contact me directly at 312.933.3637 or rhunden@hundenpartners.com.

The contact information for Hunden Strategic Partners is:
920 North Franklin Street, Suite 303
Chicago, IL 60610
312.643.2500 phone; 312.643.2501 fax
www.hundenpartners.com

The Hunden Strategic Partners Team appreciates the opportunity to work with you.

Sincerely,

A handwritten signature in black ink, appearing to read "RSH", written over a horizontal line.

Robin Scott Hunden

President

Tab II: Project Approach & Understanding

PROJECT APPROACH AND UNDERSTANDING

Collier County Board of County Commissioners Purchasing Department, Collier County Tourism Division and the Sports Marketing section of the Naples, Marco Island, Everglades Convention & Visitors Bureau (the County or the Client) is seeking a qualified consultant to perform a market and needs assessment study regarding community sports, training, special event and performance facilities and infrastructure throughout the County. The Hunden Strategic Partners Team (Team or HSP), including local sports marketing professionals at Clancy's Sports Properties and design experts BEA Architects, proposes to review each County facility's physical condition, activity levels, opportunity to renovation/expansion of programming, overall operations, financial performance (as available), potential future revenue opportunities, and other opportunities for renovation, expansion or new facilities. HSP will also study and consider the benefits and development costs associated with a new competition venue or stadium.

HSP understands Collier County's desire to offer its citizens facilities that can be utilized in a number of ways so that it best serves the community, generates tournaments and economic activity from outside the area, and can retain and attract new residents by providing an improved quality of life. By the conclusion of HSP's comprehensive analysis, the County will know its position within the competitive sports environment, the local, state, regional and national need for sports facilities in the County and understand the physical and budgetary challenges it faces in embarking upon new construction, renovations and/or expansions and marketing of these facilities.

HSP's work is proposed to be organized as follows:

- Task 1 – Kickoff, Project Orientation, Interviews, Public Meetings
- Task 2 – Economic, Demographic & Tourism Analysis
- Task 3 – Facilities Condition Assessment; Historical Demand Profiles
- Task 4 – Local Supply & Demand Analysis
- Task 5 – Regional Facilities Analysis
- Task 6 – Sports Tournaments & Opportunity Analysis
- Task 7 – Preliminary Recommendations: PowerPoint Presentation
- Task 8 – Conceptual Drawings & Budget
- Task 9 – Sports Marketing Plan
- Task 10 – Demand and Financial Projections
- Task 11 – Economic, Fiscal & Employment Impact Analysis
- Task 12 – Draft Report
- Task 13 – Final Report & Presentations

Task 1: Kickoff, Project Orientation, Interviews, Public Meetings, Survey Determination

As part of the project orientation, HSP professionals will meet with the Client to confirm goals of the study and other contextual issues related to the project. In addition, HSP will work with County staff to set up public meetings to gather the public's input on facility needs, review available data related to the project, determine how surveys should be conducted and identify those contacts and resources necessary to ensure complete review and assessment of critical issues. HSP will also:

- Obtain information and data from the County, the Board, the Tourism Division, various city and county departments and their respective support staffs, as well any other organizations that the Client deems appropriate.
- Tour the County facilities, interview stakeholders from a variety of local private and public organizations and perform fieldwork.
- Review sports marketing budget size, sufficiency, and campaigns for the area and facilities.
- Conduct public outreach meetings to gather input from the community.
- Review various projects on which the Team professionals have worked and discuss attributes, implementation and approach. Explore the applicability of prior projects to the Project and strive to gain insight into the Client's goals for sports facilities.

- Gather and analyze background information related to the project, previously completed reports, site plans or designs related to the proposed facility.
- Gather and review available economic, demographic and financial data.

Task 2: Economic, Demographic and Tourism Analysis

HSP will evaluate the community's position as an economic center of activity as well as a destination for visitors. HSP will also summarize key demand generator trends and comment on the overall growth prospects for the market. This analysis will provide a realistic assessment of the area's strengths, weaknesses, opportunities and threats (SWOT). Among the data gathered and analyzed:

- Geographic attributes, accessibility and transportation links
- Trends in population growth and income
- Corporate presence, major employers and any significant recent or likely future changes
- Analysis of business and commercial development that may complement an athletic facility
- Higher education activity
- Cores of economic activity: Major retail, sports, event destinations districts
- Public assembly, other meeting facilities
- Arts, culture and entertainment assets and activity
- History and expected future trends for tourism
- General real estate trends, with special emphasis on sports, tourism and major demand generators

The analysis will provide implications for the future (re)development of the sports, event and recreation facilities

Task 3: Facilities Condition Assessment; Historical Demand Profiles

During the kick-off, the HSP Team will tour the existing facilities throughout the county to make notes of what is working and what could work better with adjustments or additions. HSP will also identify opportunities to maximize current space. To the extent available, historical demand/activity data will be gathered and profiled. The Team will interview management during our tours to get an understanding of how the group/user experience occurs from start to finish and what parts of the process work well and what may be enhanced, if any. The HSP Team will conduct a facility condition assessment to determine where the facilities lack, meet, or exceed market and design/functionality expectations and determine what upgrades, renovations and/or other changes are recommended to make the facilities competitive and able to host a variety of modern events. The HSP Team will assess, for each facility:

- Sports & Recreation Physical Program
- Architectural issues (the condition of interior and exterior components),
- Major systems (mechanical, electrical, plumbing, etc.),
- Structural components (structure, roof, and load bearing walls),
- Foodservice operations: Logistics of moving catering through the facility, as well as load-in/load-out,
- Site entrance and egress,
- Parking conditions,
- Accessibility for ADA compliance,
- Patron facilities, including restrooms,

Performance Profile. HSP will complete an analysis of the performance of the facilities, including the trends in demand (by type of event), attendance as well as financial performance, if data is available. What items are driving revenues and expenses higher or lower? What other facilities locally or regionally are impacting performance at the facilities? How are existing conditions in the building helping or hampering profitability? These and other issues will be tackled.

Task 4: Local Facility Supply and Demand Analysis

In this task, HSP will determine both the supply and demand of local sports facilities, including arenas, to determine if more are needed to support local use and how the existing or proposed facilities handle potential tournaments. The study will provide participation and usage rates, as well as comparisons to other counties of similar size and national standards. HSP will also identify opportunities to optimize current space and facilities. As a fast growing community in a market with many existing sports complexes, this understanding of the local area market is critical.

HSP will review and survey the existing public, non-profit and private inventory of sports facilities in the area. In this analysis, HSP will analyze and document the following conditions: 1) Number of facilities; 2) Facility type (indoor or outdoor); 3) Layout; 4) Capacity; 5)

User & Spectator counts (as available); 6) Event types and frequency; 7) Size; 8) Type of sports usage; 9) Quality; 10) Location; 11) Special needs and adaptive sports usage/sports facilities; 12) Unique characteristics.

HSP will then inventory and survey the current sports tournament activity within the area. This inventory will be broken down into the following participation types: 1) Youth leagues (elite and community); 2) Youth community recreation; 3) Adult recreation leagues; 4) Professional and semi-professional leagues.

HSP will present each type in terms of participation, attendance and facility needs. This will illustrate a geographic understanding of core demand centers in relation to the existing supply. This task will be conducted through interviews with relevant sports clubs and organizations to identify existing demand, current facility supply and the gaps between the two. Sports with excess demand will be identified and presented in terms of their facility needs. This will also identify if there is a need for a new arena or other facilities. The analysis will include both indoor and outdoor sports. This will provide HSP with an understanding of the current market and enable it to project future uses of the recommended facilities. This will also enable HSP to compile a supply and demand matrix that will take into consideration the location of facilities near population nodes, transportation links and demographic pockets. This matrix will implement the findings from the needs analysis to illustrate areas with adequate sports facility supply and those struggling to meet demand.

Task 5: Regional Facilities Analysis; Competitive Supply

Many of the likely events that could occur at a sports facility will be from around the region. In order to understand the competitive situation in which Collier County finds itself, the regional competitive sports facilities will be profiled and analyzed. The regional sports facilities analysis will provide a sense of strengths and weaknesses, as well as opportunities and threats. With so many communities embarking on sports facilities, it is important to understand how the elite teams and leagues operate and how they determine where to host events. This analysis will answer both the competitive supply question and the regional demand question. For example, during the Westfield analysis, it was apparent that local sports and elite organizations create a consistent base of local demand (essentially anchor tenants), while state and regional tournaments offer the most opportunity for impact. National tournaments and events can be just as large or larger than regional tournaments (but not always), however provide national recognition and impact that can start a virtuous cycle of tournament hosting success.

Task 6: Sports Tournament and Opportunity Analysis

Of critical importance to this project is the potential for economic and fiscal impact from the inducement of events from national and regional tournaments. Just like local and small region tournaments, super regional and national tournaments can generate significant visitation, spending, room nights and other positive impacts to a community and can even support the development of other real estate uses if enough consistent local and non-local demand occurs onsite. Participants and their families come from farther distances and therefore must spend the night, unlike those from the 100-mile region that may be "daytrippers."

HSP will conduct interviews of tournament organizers to determine "what it takes" to host tournaments. Questions will focus on what drives site selection for tournaments, cost factors (rent, travel and tournament fees) as well as likelihood to travel to a new/renovated facility. Beyond sports facilities, hotels and restaurants are also becoming a critical component, as well as opportunities for non-tournament family fun. A matrix of the critical factors will be created and then this site will be scored against that matrix. Where facilities are a factor, HSP will imply the recommended changes to the facilities based on conversations with tournament organizers. If the site or current facilities cannot accommodate the size of facilities needed for various sports, that will be noted and alternatives suggested.

Task 7: Recommendations: PowerPoint Presentation

In this task, HSP will make recommendations to the existing facilities, amenities, quality and other key elements for the Collier County facilities. The recommendations will consider the results of all the prior tasks assigning logical conclusions regarding every aspect of the facilities. The recommendations may support or modify the size, scope and use of the facilities depending upon many factors, including input from the client. Recommendations may also include new sports facilities, ways to optimize current space and other modifications. The recommendations for the sports facilities, including the potential for a competition venue/stadium, will include:

- All indoor physical programmed areas by use
- Outdoor programmed areas
- Parking
- Restroom and locker room facilities
- Point of Sale kiosks or permanent stands
- Retail

The budget for the project will be estimated based on similar projects developed in the last several years. HSP will review the recommendations discussed with the client and determine the pro's and con's, making a ranking of the needs for the various potential/recommended projects. The Team will then complete conceptual drawings, estimate capital repair costs and redevelopment/expansion costs. Once the physical programs for the facilities have been completed, HSP can then develop order-of-magnitude development budgets for step. HSP will present its recommendations via a PowerPoint presentation in coordination with the County. This will also include electronic versions of the document in PDF form.

Task 8: Conceptual Drawings and Budget

During the kickoff BEA Architects will assess the condition of Collier County's sports and recreation market as well as the facilities' overall physical condition. Based on the analysis, the HSP Team will make recommendations for the existing sports facilities, fields and park. The HSP team will determine what, if any, renovations should be made and at what cost. HSP and BEA Architects will complete conceptual drawings, propose capital repairs and redevelopment/expansion costs. Once the physical programs for the facilities have been completed, HSP can then develop order-of-magnitude development budgets for each step in the new or renovated development. The physical requirements of the facilities and fields will suggest minimum site sizes. Other factors to consider will include: 1) Access; 2) Visibility; 3) Site conditions; 4) Infrastructure; 5) Site cost and availability; 6) Opportunity for expansion; 7) Impact on tournaments and other economic drivers; 8) Others as identified with the Client.

If more than one renovation, expansion or new facility is recommended, HSP will discuss with the County the best "first" step direction in the development process. Once the County agrees upon the order-of-magnitude for any new and/or existing facilities, the HSP Team will provide conceptual drawings and budgets for the facilities.

Task 9: Sports Marketing Plan

Based on research from the previous tasks' analyses, CSP and HSP will make recommendations regarding the best direction to optimize and package the current and/or proposed facilities. Recommendations will include a sports marketing strategy, funding and resource deployment, priority asset investments and other items that will secure Collier County's position in the industry. The Team will deliver sales, servicing, advertising and marketing recommendations and identify appropriate organizational structures, personnel/staff and operation budget for sports marketing efforts. Through data collected from the previous tasks, the Team will also identify potential targets, goals and strategies, which may not be currently used for marketing sports in Collier County but are used in other cities/CVBs, such as marketing Collier County to sports planners and identify industry trade mediums for prints and digital advertising.

Task 10: Projection of Demand and Financials

HSP will make projections for the demand of the sports and events in Collier County. These will be projected for a period of ten years. HSP will make projections for each new or redeveloped facility, which will include demand by type of event, average attendance for each event type and total attendance by event type. Based on the projection of demand and a number of assumptions regarding rental rates, fees, concession per-capita revenues and others, HSP will prepare a financial projection for the new facilities. This financial analysis will include the following:

1) Revenues: rental rates, tournament fees, food and beverage, telecommunications, parking and other income; 2) Direct operating expenses: wages and salaries, contract services, utilities, maintenance and repair, supplies and other expenses; 3) Unallocated expenses: administrative salaries, employee benefits, advertising and promotion, general and administrative, professional services, insurance, maintenance reserves and other expenses

The financials will be presented in a line-item by line-item basis, which will lead to estimates of net operating income or loss. Based on the operating loss or profit, there will be either funds remaining for debt service or there will be a requirement for ongoing operating support by the public. HSP will make sure to review all possible options to limit losses and create operating profits, including advertising, sponsorships, naming rights, etc.

If more than one facility is recommended or additional work is needed, HSP will work with the County on a follow-up phase of work.

Task 11: Economic, Fiscal & Employment Impact Analysis (Cost/Benefit Analysis)

HSP will conduct an economic, fiscal and employment impact analysis to determine the direct, indirect and induced impacts, including the tax revenues that are generated by projected visitors to the new and/or renovated facilities. Based on the above analysis, a

projection of net new direct spending will be tabulated. New spending is that spending that is new to the community as visitors come to Collier County and the surrounding area due to an event, spend the night or otherwise spend time or money in the area. HSP will analyze the spending by local residents (transfer spending) and discuss the amount that is recaptured.

From the direct spending figures, further impact analyses will be completed.

- Indirect Impacts are the supply of goods and services resulting from the initial direct spending.
- Induced Impacts embody the change in local spending due to the personal expenditures by employees whose incomes are affected by direct and indirect spending.
- Fiscal Impacts represent the incremental tax revenue collected by the City, County and State due to the net new economic activity related to an event. Fiscal impacts provide an offset to the potential public expenditures required to host events. HSP will identify the taxes affected and conduct an analysis of the impact on these accounts and governmental units.
- Employment Impacts include the incremental employment provided not only onsite, but due to the spending associated with an event. HSP will show the number of ongoing jobs supported by the project and provide the resulting income and income taxes generated.

Hunden Strategic Partners uses one of the industry's most relied upon multiplier models, IMPLAN. This input-output model estimates the indirect and induced impacts, as well as employment impacts, based on the local economy. An input-output model generally describes the commodities and income that normally flow through the various sectors of the economy. The indirect and induced expenditure, payroll and employment result from the estimated changes in the flow of income and goods caused by the projected direct impacts. The model data are available by various jurisdictional levels, including counties.

Tasks 12 and 13: Draft & Final Report

Having completed all these tasks, HSP will compile the results into a fully documented draft report of its findings and recommendations, which will be presented to the County for review and comment. Approximately two weeks after receiving comments on the draft report, HSP will issue its final report incorporating the County's comments.

Timeline

All deliverables, presented in bound copies unless otherwise notified, will be responsive to the Client's preference. HSP is flexible in its approach.

Proposed Project Schedule	Week #																	
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	
Task 1 – Kickoff, Project Orientation, Interviews	X	X																
Task 2 – Economic, Demographic & Tourism Analysis	X	X	X	X	X													
Task 3 – Facilities Condition Assessment; Historical Demand & Financial Profile	X	X	X	X	X	X	X	X	X	X								
Task 4 – Local Supply & Demand Analysis	X	X	X	X	X	X	X	X	X	X								
Task 5 – Regional Facilities Analysis				X	X	X	X	X	X	X								
Task 6 – Sports Tournaments & Opportunity Analysis	X	X	X	X	X	X	X	X	X	X								
Task 7 – Recommendations: PowerPoint Preliminary Presentation										X	X							
Task 8 - Conceptual Drawings & Budget												X	X	X	X			
Task 9 – Sports Marketing Plan		X	X									X	X	X	X			
Task 10 – Demand and Financial Projections												X	X	X	X			
Task 11 - Impact Analysis (Cost/Benefit)													X	X	X			
Task 12 - Draft Report																		X
Client Edits (dependent on Client review timeline)																		X
Task 13 - Final Report & Presentations																		X
*Deliverables: interviews, preliminary presentation, draft report, final report & presentations																		

Tab III: Demonstrated Knowledge & Similar Projects



TAB III – DEMONSTRATED KNOWLEDGE & SIMILAR PROJECTS

As firm President, Mr. Hunden will be the primary contact and signatory of any contracts. He will also lead all tasks of the scope and direct staff and subcontractors throughout the assignment. The table below illustrates HSP's organizational structure. The County will have a full team of five consultants from Hunden Strategic Partners, professionals from Clancy's Sports Properties and BEA Architects working on your project.

Hunden Strategic Partners Robin S. Hunden President 920 N. Franklin St, Suite 303 Chicago, IL 60610 (O) 312-643-2500 (C): 312-933-3637 rhunden@hundenpartners	Clancy's Sports Properties Mike Millay Director 7325 Forestwood Court Orlando, FL 32835 mike.millay@clancyssports.com	BEA Architects Bruno Ramos Principal 3075 NW South River Drive Miami, FL 33142 ber@beai.com	
Ethan Olson Manager eolson@hundenpartners.com	Mike Montgomery Analyst mmontgomery@hundenpartners.com	Dillon Gilman Analyst dgilman@hundenpartners.com	Eric Hunden Inofgraphics Director ehunden@hundenpartners.com

HSP and Clancy's Sports Properties have recently completed a sports project for the Louisiana Stadium & Exposition District. This project and reference is further outlined in Tab V and Tab VI. All three of our firms have sport, recreation, event, and training facility experience in Florida and specifically southern Florida.

Hunden Strategic Partners

Hunden Strategic Partners (HSP) is a full service real estate development advisory practice specializing in destination assets. HSP provides a variety of services for all stages of destination development in the following primary areas:

- Real Estate Market & Financial Feasibility & Development Consulting – **Sports & Recreation**; Arts, Cultural & Entertainment; Boutique and Convention Hotels; Convention & Conference Centers; Entertainment/Retail Districts, Mixed-use Developments; Fairgrounds & Expo Centers; Specialty Real Estate, including Business Incubators
- Public Incentive Analysis
- Economic, Fiscal, & Employment Impact Analysis (Cost/Benefit)
- Economic and Tourism Policy/Legislation Consulting
- Organizational Development
- Research & Statistical Analysis
- Developer Solicitation & Selection; Private Management Company Solicitation & Selection

HSP has provided services for hundreds of projects worldwide for the public, non-profit and private sectors. In addition, HSP professionals have prior professional career experience in municipal and state government, economic and real estate development, real estate law, hotel operations and non-profit management. Over 80 percent of HSP's clients are public purpose entities, such as municipalities, counties, states, convention bureaus, authorities and other quasi-government entities empowered to conduct real estate, economic development and tourism activities.

Robin Scott Hunden, President, Principal in Charge (21 years of experience)

Mr. Hunden and his firm offer extensive experience in the economics of all manner of unique real estate projects, including sports complexes, restaurants, retail, hotels, meeting/conference/convention facilities and entertainment districts. Mr. Hunden



has provided his economic development, finance and planning expertise and conducted feasibility and economic impact studies for over 250 projects, including some of the most notable projects in the U.S.

Hunden has extensive market, financial impact and planning studies for sports complexes including:

- Analysis of NBA facilities: Bankers Life Fieldhouse and the new Sacramento Kings Arena.
- Multiple major and minor sports and arena facilities, including the Sprint Center in Kansas City, the Ford Center in Evansville, the Enid, OK Events Center, among others. HSP has also worked on analyses of major motorsports venues such as Laguna Seca Raceway and the Kentucky Speedway.
- Major youth sports complexes across the US, including Grand Park in Westfield, Indiana and Great Park in Irvine, California, two of the largest such facilities in the country. Other indoor youth sports facilities include projects near Orlando, New Orleans, Saginaw, Elkhart, Rockford, Omaha, Lexington and others.

In Chicago, he has worked on retail, restaurant, hotel, conference and many others, including the French Market, Union Station, the Riverwalk, Navy Pier, Presidential Towers, and US Cellular Field.

Hunden has worked on over 100 hotel studies and processes for:

- More than two-dozen convention hotels, including approved or built hotels ranging from 200 to 1,000 rooms in Indianapolis, Erie, Fort Worth, Evansville, Louisville and elsewhere.
- Many boutique hotels, including on Navy Pier in Chicago, four 21c Museum Hotels, among others.

He has completed more than three-dozen convention center-related studies in markets from 20,000 to 20 million people, including convention centers in:

- Larger Markets: Indianapolis, Kansas City, Memphis, Fort Worth, Louisville, New York, Portland
- Small Markets: Fuquay-Varina, NC; Rockford, IL; Sidney, NE; Thornton, CO; Missoula, MT

Mr. Hunden has provided impact analysis to the Commonwealth of Kentucky on 24 projects that have applied for incentives under the Kentucky Tourism Development Act, which include and Ark Encounter Theme Park, multiple hotel and convention centers, the Newport Aquarium, Hofbrauhaus and others. He has created dozens of other individual and comprehensive impact models for projects around the U.S. and Canada.

Hunden has also worked on numerous entertainment districts in the Americas, including: Navy Pier, Chicago; Kansas City Power & Light District; 4th Street Live! Louisville, KY; Lansdowne Live in Ottawa, ON; San Juan District, PR; Woodbine Live! in Toronto, ON.

Prior to starting HSP in 2006, Hunden served as Vice President of Johnson Consulting in Chicago. There, he led specialized work on hotels, conference centers, urban entertainment-retail districts sports and convention centers. His work there included such projects as Fort Worth's Omni Hotel, Erie's Bayfront Convention Center and Sheraton, multiple arenas, among others. Previously, he conducted real estate finance transactions at Landauer Associates and Grubb & Ellis through their capital markets division.

Mr. Hunden's public-sector experience includes managing more than a dozen projects for the Indianapolis Bond Bank and the Indianapolis Mayor's Office, including the 1999 Indiana Convention Center expansion, the RCA Dome expansion, 615-room Marriott and Conseco Fieldhouse. He has written articles on downtown development and taught college-level Destination Development courses. He also sits on the advisory board for DePaul University's School of Hospitality. Mr. Hunden is a member of the International Society of Hospitality Consultants (ISHC), ULI, IEDC, IDA, ICMA and IAVM. He has conducted IEDC panel discussions and taught numerous professional development courses for IEDC over the past ten years. He has also spoken at the Greek Conference on Tourism and the Bond Buyer's "Tourism as Economic Development" conference.

Mr. Hunden received a B.S. in Finance from Indiana University in Bloomington, Indiana.

Ethan Olson, Manager

Mr. Olson joined Hunden Strategic Partners from a background in sports facility, event, hospitality and operational management. In his role, Mr. Olson conducts economic, market and financial feasibility research for a variety of projects as well as comparable development analyses. In all, he has undertaken over 60 projects, including:



- **Sports and Recreation Facilities in Irvine, CA, Orange County, FL, Jefferson Parish, LA, Monroe, MI; Elkhart, IN; Richmond, VA and Lexington, KY.**
- Mixed-used and Downtown Entertainment projects such as the Chicago Riverwalk and Navy Pier expansions; San Juan, Puerto Rico; and real estate analysis for Wild Horse Pass racetrack in Arizona.
- Convention and Expo Center developments in Austin, TX; Portland, Oregon; Rockford, IL; St. Joseph, MO and Muskogee, OK.
- Boutique, Full-Service and Convention Hotels in Hampton, VA; Sioux City, IA; Tupelo, MS and Amarillo, TX.
- Other work includes the review of all projects applying for incentives from the Kentucky Tourism Development Act.

Prior to joining Hunden Partners, Mr. Olson worked at World Sport Group, assisting the Stadium & Arenas Division in their commercial rights and premium seating strategic plan for the \$1.5 billion Singapore SportsHub Project. His role there included management of the naming rights valuation and market research projects. While in Arizona, Ethan worked for the Phoenix Regional Sports Commission partnering with local business and organizations to develop grassroots sporting events in the community and worked on bid efforts to bring national and international sporting events to the Phoenix region. He has also served as Operations Manager for Sports Experience, directing customer service initiatives and managing vendor product marketing for the Nike and Under Armour brands.

A graduate of Ohio University's Masters of Business Administration and Sports Administration dual degree program, Mr. Olson also holds a Bachelor of Science degree in Kinesiology from Arizona State University.

Michael J. Montgomery, Analyst

Mr. Montgomery role's at HSP involves conducting market and real estate development research for Hunden Strategic Partners' projects, producing financial models and conducting sensitivity analyses.

Most recently, he contributed to the market demand and impact analysis for a proposed indoor/outdoor youth sports complex in Orange County, Florida, as well as a major youth sports complex near New Orleans. He has worked on dozens of other market and financial analyses, including an incremental tax revenue analysis for two proposed conference hotels in Kentucky and a theme park study for the Kentucky Tourism, Arts and Heritage Cabinet. He has also worked on transformative projects in Hampton, Virginia; Fort Wayne, Indiana; and a convention hotel in Sioux City, Iowa. His analysis was also critical in HSP's work assessing Milwaukee's downtown as a destination for nightlife and leisure. He has also worked extensively on a mixed-use masterplan for a major development near Phoenix as well as a market and financial study for a mixed-use tower in Chicago.

Michael received his B.S. in Management-Finance from Purdue University Krannert School of Management. While there, Michael was involved in the Doster Leadership Conference as well as the Sigma Chi Fraternity, where he served as the recruitment chair and editor for chapter publications. His finance experience includes work for Raymond James Financial and Midwest Financial in Indianapolis, Indiana.

Dillon Gilman, Analyst

Mr. Gilman has completed analysis for a number of projects, including studies for sports, fitness, recreation and wellness facilities and arenas; convention, event and entertainment centers; downtown districts; convention, conference and boutique hotels; and multi-use real estate developments. Dillon's research includes profiling of comparable and competitive facilities to assess competitiveness and potential performance. It also includes economic and demographic analysis as well as research and writing related to feasibility and economic impact analyses.

Most recently, Mr. Gilman contributed to the market demand and impact analysis for Kentucky Kingdom and Hurricane Bay in Louisville, KY. He has worked on several other market surveys and financial impact modeling, including incremental hotel tax revenue projections in Bentonville, Arkansas. Dillon's work includes interviews, data search, site analysis and local supply and demand analysis. He has worked on projects such as: The Monroe Multi-Sport Center in Monroe, Michigan; an entertainment district in San Juan, Puerto Rico; a proposed executive fitness center in Tampa, Florida; real estate development needs study for a 560-acre parcel near Phoenix, Arizona; a mixed-use high-rise hotel feasibility study in Chicago, IL; and parking structures



at Midway Airport in Chicago, IL and LaGuardia Airport, New York. He has also conducted research on real estate markets in Texas, Louisiana, Wisconsin, and West Virginia for various assignments.

Mr. Gilman attended the Kelley School of Business at Indiana University, with a degree in Finance, with a real estate concentration. He previously worked for multifamily management company Renaissance Rentals, LLC.

Eric J. Hunden, Analyst & Infographics Director

Mr. Eric Hunden provides significant experience in demographic research, case studies and complex mapping. As founder of Big City Maps (BCM) in Minneapolis and as a map artist for mapformation.com, North America's largest custom mapping company, he developed research and mapping analyses for over one hundred locations, concentrating on traditional urban cores and neighborhoods, retail and entertainment districts (Walt Disney World smart phone application map is a highlight), and college campuses.

For the past nine years at HSP, Eric has brought important contextual understanding and research in relation to real estate, regional and cultural analysis, in addition to critical research for economic, demographic, media and market studies. In working with HSP, he has worked on more than 150 assignments, providing market analysis, mapping and case studies. His specialty is clearly communicating concepts and important information through varying types of maps and graphics, including three-dimensional downtown maps. Prior to HSP and BCM, he worked for the Indiana Department of Transportation. He received his B.S. in Geography (with academic emphasis in Architecture and Urban Planning) from Kansas State University.

Current Project List

The chart below is a list of Hunden Strategic Partners current projects. Although most of our completed projects have projected development cost estimates, it is impossible to predict what our current Clients will end up spending on recommended developments. However, Tab V shows the estimated budgets for proposed projects from completed studies.

Current Projects List		Start Date	End Date	Original Budget	Final Project Cost
	Project Description	M/Y	M/Y		
City of Austin, TX	Expo Center, Arena, Park Renovation/Expansion Study	May-15	Oct-15		
Bluegrass Sports Commission	Lexington, KY youth sports analysis	Jun-15	Oct-15		
Kentucky Tourism Cabinet	Maker's Mark Distillery	Jun-15	Aug-15		
Tampa Developer	High-end Health & Fitness Facility	May-15	Sep-15		
City of La Vista, NE	Sports Facility Analysis	Jun-15	Aug-15		
City of Elkhart, IN	Sports Complex Site Analysis & Impact Study	May-15	Aug-15		
City of Monroe, MI	Multipurpose Sports Facility Repurposing & Market Study	May-15	Aug-15		
Sun Valley Marina Development Corp, AZ	Real Estate Master Plan	Mar-15	Jul-15		
Hotel Blennerhasset, Parkersburg, WV	Hotel Expansion Analysis	Mar-15	Jul-15		
Premier Restaurant Group	Chicago Loop Restaurant Analsis	Jun-15	Jun-15		
Government of Puerto Rico	Entertainment District Market, Finance and Impact Study	Mar-15	Jun-15		
City of Bentonville, AR & Bentonville CVB	Convention Center & Hotel Feasibility Study	May-16	Jun-15		
Springfield, MO Ramada Hotel	Ramada Plaza Hotel Renovation/Branding Study	Feb-15	Jun-15		
InterPark, IL	Airport Parking Study	Apr-15	Jun-15		
The Parking Spot, NY	Airport Parking Study	Apr-15	Jun-15		
Navy Pier, Inc.	Navy Pier Hotel Developer Selection Process: 3 Phases	Aug-13	Nov-15		
City of Fort Wayne, IN	Downtown Arena Feasibility Study: 2 Phases	Feb-14	Nov-15		
City of Sioux City, IA	Convention Hotel Study & Developer Selection: 3 Phases	Sep-14	Nov-15		
City of Fort Worth, TX	Hotel, CC, Arena Financing Analysis, Developer Selection: 3	Oct-13	Ongoing		

HSP Team Prior Project Experience

Hunden Strategic Partners has included profiles of completed projects that represent our experience, as it relates to hotel and convention center analyses. Most of the projects listed were provided for government agencies. The tables below represents the Hunden Strategic Partners professionals proposed to work on this study, along with completed sports related projects.



Hunden Strategic Partners					
Sports Studies for Proposed Staff	Rob Hunden	Ethan Olson	Mike Montgomery	Dillon Gilman	Eric Hunden
Client/Location Name					
Albuquerque - Arena	x				
Castle Rock - Recreation Center & Amp.	x			x	
Chicago - Ice & Gymnastics Facility	x	x		x	
Chicago - Gay Softball World Series	x			x	
DeSota - Civic Center Ice Complex	x			x	
Dover - Arena & Football Stadium	x				
Elkhart Athletic Complex	x	x		x	
Fishers - Arena & Sports Complex	x			x	
Flat Top - Winterplace Ski Resort	x			x	
Fort Wayne - Downtown Arena	x	x	x	x	x
Fort Worth - Texas Motor Speedway	x				
Grand Island - Heartland Events Center	x				
Hamilton County - Fairgrounds & Sportsplex	x			x	
Indianapolis - Bankers Life Fieldhouse	x			x	
Indianapolis - RCA Dome & Indiana Con. Center	x				
Indianapolis - Community Recreation Facilities	x			x	
Irvine - Great Park; Great Park Gym	x	x		x	
Jasper County - Iowa Speedway	x				
Jefferson Parish - Youth Sportplex	x	x	x	x	x
Joliet - Huskies Youth Hockey Facility	x			x	
Joplin - Arena Financing Study	x			x	

Hunden Strategic Partners					
Sports Studies for Proposed Staff	Rob Hunden	Ethan Olson	Mike Montgomery	Dillon Gilman	Eric Hunden
Client/Location Name					
Kane County - Cross County Course/ Reuse	x	x	x		x
Kansas City - Sprint Center Arena	x				x
La Vista - Aquatic Facility & Outdoor Sports	x	x	x	x	x
Lexington, KY - Sports Complex	x	x	x	x	x
Nassau County - Nassau Coliseum District	x				x
Missoula - Event Center & Financing	x				x
Monroe, Mi - Multipurpose Sports Reuse Study	x	x	x	x	x
Nashville - Music City Motorplex	x				x
Orange County - Indoor/Outdoor Sports	x	x	x		x
Pocatello - Multipurpose Event Center	x	x	x		x
Richmond - City Stadium Re-Use, Sportsplex	x	x			x
Rockford - Ingersoll Downtown Sports Complex	x	x			x
Sacramento - Kings Arena Term Sheet	x				
Saginaw - Youth Sportsplex Feasibility	x	x	x		x
Salinas - Laguna Seca Raceway	x				
Sparta - Kentucky Motor Speedway	x				
Saint Joseph - Sports & Recreation Complex	x	x			x
Valparaiso - Arena	x				x
Westfield - Grand Park Sportsplex	x				x
Wyandotte County - Arena	x				

Clancy's Sports Properties, LLC

Clancy's Sports Properties, LLC (CSP) is full-service management consulting and planning firm focusing on sports related services to governmental agencies, not-for-profit agencies and youth sports businesses. CSP was established to support Sport Commissions, CVBs and government agencies alike in optimizing their sports offerings, developing and packaging them effectively to specific target market needs and ensure maximum participation. CSP's network of extensive industry knowledge, ranging from feasibility studies to facility design and operation includes experience with some of the most recognizable event properties and sport facilities.

Mike Millay, President (25 years of experience)

Mr. Millay is President of CSP and responsible for all business strategy and business development. He also shares responsibility for the creation of the National Association of Sports Commissions, an international trade association whose purpose is to further expand the growing sports tourism industry.

Mike began CSP in 2014 after five years as the Sports Business Development Director at ESPN Wide World of Sports. During his most recent years with the Walt Disney Company, Mr. Millay was responsible for a team charged with developing new events, facility projects and corporate partnerships to position the complex for future growth both domestically and internationally. He was responsible for the internal company synergy efforts including key partnerships with ESPN platforms, Disney Channel and digital media partners and part of the leadership team responsible for the re-branding and re-launch of Disney's Wide World of Sports to ESPN Wide World of Sports inclusive of a \$20M immersive technology overlay.

Between November 1994 and January 2008, while with the Walt Disney Company, Mr. Millay was the Sports Events Director for Disney's Wide World of Sports. While there he developed **conceptual construction design** and functional **operating procedures** for the world's busiest sports complex, with over 350,000 athletes competing annually. He drove incremental strategic value to the Resort through the sports events channel and was responsible for all sales channels and processes driving room nights, theme park admissions and other revenues through sporting events. Mike also steered a Golf sales team



responsible for 1,500 group golf outings at the busiest golf resort in the world (220K annual rounds) overseeing five championship golf courses.

Mike also led the team **responsible for all Brand Management, Marketing, Sales, and Event Management** for 170 annual sporting events hosted at the 252-acre, eight-venue Disney's Wide World of Sports complex. He managed over 2,000 events during the initial ten years of operation and was responsible for eight consecutive record breaking years in terms of financial metrics: total athletes, cash flow and operating income.

Mr. Millay facilitated the complex's expansion plan of six multi-sports fields and 80K square foot multi-sports facility, including proforma, capital authorization, **program design, value engineering and event programming**. He was also a key team member of a steering committee responsible for all **key lines of business including food & beverage, merchandise, entertainment, facility management and labor planning** for DWWS, the two busiest Water Parks in the world (Blizzard Beach & Typhoon Lagoon), five championship golf courses and all recreational activities at the Walt Disney World Resort.

The Greater New Orleans Sports Foundation is a not-for-profit sports commission, whose mission is to attract sports events to the metro-New Orleans area for the purposes of economic development. From 1988 and 1994, Mr. Millay was Executive Director and a founding member of the GNOSF. He worked with all aspects of city and state government to build coalitions for projects and operational funding. He helped establish all operating standards and practices, while attracting such events as NFL Super Bowls, NCAA Final Fours, and youth sports events such as the 1992 U.S. Track & Field Trials. Mike was also the head of the 1994 New Orleans Bid Committee for World Cup '94 and the 1998 Goodwill Games Bid Committee and directed the redevelopment of a world-class track & field competition stadium and the development of a 40-acre recreation center.

BEA Architects

Headquartered in Miami since its inception in 2000, BEA architects, Inc. is a corporation of 29 employees. BEA has established a reputation as an innovative provider of leading-edge design solutions to corporations and institutions worldwide. The reputation of the firm rests on its most important asset: its people, whose energy, creativity, and commitment point to even greater accomplishments in the decades to come. BEA is a full service architectural firm providing architecture, interior design, master-planning, renderings, construction management, value engineering analysis and architectural visualization.

We have many years of successful experience in architectural and engineering contracts for public agencies and institutions in South Florida including: City of Miami Beach, Miami-Dade County Parks and Recreations Department, City of Miami Gardens, Miami Seaport Authority, City of Palm Beach and City of North Miami. We understand this project requires a versatile architect that has the skills to design a variety of projects such as Community Centers, Wellness Centers, Libraries, Park and Recreational Facilities, ADA retrofits and Code Upgrades. At BEA we have built an excellent reputation for timely and quality delivery. This experience is invaluable in providing efficient project services to our Public Sector clients. Under public agency contracts we have completed the following projects (selected list):

- City of Miami Beach. Historical City Hall Renovation
- City of North Miami Soccer Fields
- City of Miami Beach. Bandshell Park
- City of Miami Gardens Master Plan for 8 Parks
- City of Palm Beach. Jupiter Branch Library
- City of Pinecrest. Library and Community Center.
- Miami-Dade Parks and Recreation Department. More than 10 Parks renovations

Bruno-Elias Ramos, AIA, GC, LEED AP – Principal in Charge/Lead Designer (20 years of experience)

Mr. Ramos founded BEA and has taken it to the top ten in volume of work for the region. Mr. Bruno-Elias Ramos, AIA, LEED AP is the Principal-in-Charge and a leading architect in the design and construction of South Florida civic buildings and port facilities. He founded BEA and has taken it to the top ten in volume of work for the region (*S. Florida Business Journal*). Mr.



Ramos' 20 years of experience gives him the diversified background and leadership expertise that ensures uncompromising professional service. His creations emphasize service to employees, management and visitors, input often gathered through community outreach. His work has extended to community centers, city halls, passenger terminals, park accommodations, fitness centers, schools and resort master plans. The following is an example of some of these projects.

Pinecrest Library & Community Center, Pinecrest, FL. Designs for a state-of-the-art community center and branch library of the Miami-Dade County library system, creating a new community campus within the gardens of the former Parrot Jungle. The design entails a sequence of open spaces mediating between an existing parking in front and an athletic complex in the rear, conferring a campus environment conducive to a garden setting. The community center includes a computer lab, arts and crafts room, dance studio, wellness spaces, fitness center, and multipurpose classrooms. The library program encompasses three separate reading rooms.

HOPE VI Grant Proposal, Master Plan & Community Center, Miami-Dade County, FL. BEA's application (prepared for the Miami-Dade Housing Agency) won a \$35 million grant from U.S. HUD for transforming public housing stock, providing home ownership opportunities for low-income families, and creating 15,000 new jobs in Miami-Dade County. The 767-unit Scott Homes and Carver Homes, major public housing facilities adjacent to each other, were restored. Through a series of physical modifications that define common areas, foster dwelling identity and promote self-reliance, the neighborhood offers a comprehensive network of services. The 15,000 SF community center is the focal point of the HOPE VI Master Plan. It was designed as a catalyst for the community's social services. The design includes spaces for banking services, job placement, childcare, continuing education, and houses a large multi-use meeting room. Once completed, the design was a synthesis of ideas from owners, management/operations personnel, residents, local activists and designers.

Coleman Park Community Center, West Palm Beach, FL. Feasibility study as well as design and construction of a community center in Coleman Park, a spring training site of the former Negro Baseball League. The 4,000-SF recreation building serves as the focal point for the 4-acre park and includes arts and crafts, dance and multipurpose rooms. Since legendary baseball players such as Satchel Paige trained here in the 1930s, '40s and '50s, a memorial is being included in this park-wide redevelopment effort.

One Park Place, Lake Park, FL. BEA designed an entire city block, intended to revitalize the historic town of Lake Park, Florida. It is an all-precast concrete design, modular and hence economical, though with a great deal of aesthetic variety, interest and detail. The project also incorporates 68 mid-prices residences built around a garden courtyard and sitting atop 30,000 SF of second floor offices, 30,000 SF of ground floor retail and restaurants, and 192 spaces of structured parking. The parking is completely screened on three sides of the building.

Lincoln East, Miami Beach, FL. In collaboration with TEN architects, BEA designed a new mixed-use development called Lincoln East in the core of Miami Beach's historical district. The 400,000 SF project, located between Lincoln Road and 16th Street at Drexel and Washington Avenues, will be the first large-scale residential complex in decades built adjacent to Lincoln Road's popular pedestrian promenade. The nine-story building houses approximately 150 residential units, parking for 500 vehicles, and 7,500 SF of retail. It includes amenities such as an exterior rooftop pool and sunbathing deck as well as townhouses, lofts, and one- and two-bedroom apartments ranging from 800 to 1,200 SF.

Ransom Everglades School Aquatic Center, Coconut Grove, FL. BEA provided complete A/E services for this aquatic center in a sensitive and historical environment. The building provides an above ground competition size pool, a training pool, gymnasium, offices, ancillary facilities and parking areas. The surrounding landscape design includes a seating plaza dedicated to the students and two new tennis courts. BEA conducted a program and budget verification, zoning and code analysis and design concept for the new facility. Our responsibilities included providing full construction documents, bid package, and construction administration.

Homestead Community Center Conversion, Homestead, FL. Involving 11,500 SF of additions and 6,200 SF of renovations, a senior center was converted into a community center. The resulting facility offers a centralized entrance, two assembly rooms (serving approximately 400 guests), two health offices for seniors, a computer classroom, two kitchens, life trails for a 1/4-mile long vita course, three recreational shuffle boards, a 2,300-SF putting green, a gazebo for outdoor events, studios for dance and ceramics, and an arts-and-crafts room.

Tab IV: Cost to the County



COST TO THE COUNTY

The Hunden Strategic Partners Team proposes to complete the study and all tasks outlined in the scope of work for the Collier County Sports Facilities Assessment for a total professional fee of \$70,000, to include all cost for travel, clerical, report preparation, and other support services. The Team is flexible in its approach and can modify any parts of the scope, timing or fees as needed.

The table below shows the proposed fees broken down by Task and estimated hours.

Estimated Costs by Task Proposed*	Professional Estimated Hours							Total
	Rob Hunden	Ethan Olson	Mike Montgomery	Dillon Gliman	Eric Hunden	Clancy's Sports	BEA Architects	
Task 1 – Kickoff, Project Orientation, Interviews	13	13	13	0	0	13	13	\$11,895
Task 2 – Economic, Demographic & Tourism Analysis	3	0	0	3	10	1	0	\$2,680
Task 3 – Facilities Condition Assessment; Historical Demand & Financial Profile	3	4	6	0	2	0	12	\$4,480
Task 4 – Local Supply & Demand Analysis	4	4	9	9	3	3	0	\$5,015
Task 5 – Regional Facilities Analysis	3	6	8	10	7	3	0	\$5,710
Task 6 – Sports Tournaments & Opportunity Analysis	4	4	8	10	0	2	0	\$4,340
Task 7 – Recommendations: PowerPoint Preliminary Presentation	6	6	4	3	1	6	8	\$6,070
Task 8 - Conceptual Drawings & Budget	5	4	0	0	0	2	12	\$4,220
Task 9 – Sports Marketing Plan	7	6	0	0	0	10	0	\$4,740
Task 10 – Demand and Financial Projections	7	7	4	2	0	8	0	\$5,270
Task 11 - Impact Analysis (Cost/Benefit)	6	6	6	6	0	2	4	\$5,000
Task 12 - Draft Report	4	4	0	0	0	4	4	\$3,100
Task 13 - Final Report & Presentations	5	5	2	2	4	6	6	\$5,380
Sub Total	70	69	60	45	27	60	59	\$67,900
Direct & Travel Expenses								\$2,100
Total	70	69	60	45	27	60	59	\$70,000
Lump Sum Proposed								\$70,000
Hourly Rate and Average Rate with Discounted Lump Sum Fee	\$210	\$170	\$140	\$125	\$145	\$225	\$170	\$175

Hunden Strategic Partners will provide all of these assets under a structure and pricing that is flexible to the needs of the Client. The HSP Team is happy to modify any of the proposed scope of work outlined in our proposal in order to meet the needs of Collier County. As a principal-led firm, you will deal directly with Rob Hunden as the primary contact and signatory of any contracts.

Tab V: Experience & Qualifications

Tab V – Experience & Qualifications

Hunden Strategic Partners (HSP), BEA Architects (BEA) and Clancy's Sports Properties (CSP) have included profiles of completed projects which represent the firms' experience, as it relates to sports and fields analyses. Most of the projects listed were provided for government agencies and cover indoor and outdoor developments. The sports and event types encompassed in our list of projects include: Baseball; Softball; Basketball; Soccer; Football; Volleyball; Tennis; Rugby; Cheerleading; Tumbling; Lacrosse; Hockey; Gymnastics; Cross Country; Track and Field; Aquatic Activities; Roller Derby; Pickleball; Cricket; and Adaptive Sports. The HSP Team is qualified to perform community needs assessments, market and feasibility analyses, competitive and comparable profiles, marketing and management plans, and architectural services for all sports types, venue sizes and for new, reconditioned and expanded facilities.

Index	Experience & Qualifications	Response
1.	Indicate the number of years the proposing firm has been in business.	HSP only: 9 (number of years)
2.	Indicate the number of similar contracts that are currently being operated by this firm.	HSP only: 8 (number)
3.	Provide the number of fulltime equivalent positions currently working for the firm. Provide a brief overview of the firm's key leadership personnel.	HSP only: 6 (number)
4.	Provide the number of fulltime equivalent positions that will be assigned to this contract.	HSP, CSP, BEA: 11 (number)
TOTAL	Add items 1 – 4 to determine the Firm's Experience and Qualification score.	34

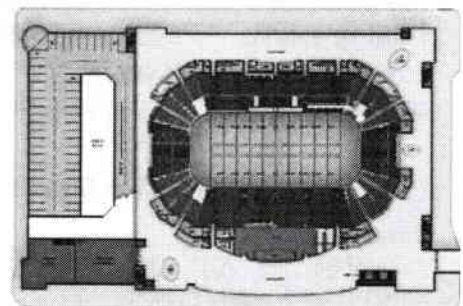
Hunden Strategic Partners

Fort Wayne, IN – Arena Feasibility Study

Project Budget: \$15 - \$25 million

Time of Service: 2014 - 2015

The City of Fort Wayne contacted with HSP to perform a market and financial feasibility study to understand the potential viability and return on public investment from a downtown arena. The facility is proposed to offer seating capacities higher than the Embassy Theater and smaller than the current Coliseum, likely 5,000+ seats.



HSP evaluated the community's position as an economic center of activity as well as a destination for visitors. The analysis provided realistic assessment of Fort Wayne's strengths, weaknesses, opportunities and threats, which informed the Client on the ability of the community to support athletic or entertainment uses at the site.

HSP also performed an arena market analysis which identified Fort Wayne's current arena market, potential tenants, events and comparable and competitive arenas locally and regionally. The analysis resulted in recommendations for sizing, site, amenities and other attributes. Lastly, HSP performed an economic, fiscal and employment impact analysis to determine the direct, indirect and induced impacts, including the tax revenues that are expected to be generated by visitors to the new facility. The City of Fort Wayne recently contacted with HSP again for Phase II, which includes a detailed Business Plan and assistance in management for the development process, research, reporting and overall coordination of the planning.

Experience & Qualifications

Jefferson Parish, LA – Bayou Segnette Recreation Complex; Sports Needs Assessment

Development Budget:

Time of Service: 2014 - 2015

HSP was engaged by the Louisiana Stadium and Exposition District (LESD) to study the need and opportunity for the development of a multi-purpose indoor and outdoor athletic development.



HSP is performing a market assessment, revenue projections and operation costs for the project. The analysis also included a comprehensive market analysis for the various sports and facilities to determine the local need as well as any potential opportunity for tournaments. A review of competitive and comparable sports facilities in the area as well as across the country is being conducted to determine if there is enough excess demand that a new facility in Jefferson Parish could attract. HSP is also performing demand and financial projections for the proposed complex.

HSP is involved in a three Phase analysis for this project, including a youth sports tournaments and opportunity analysis, site analysis, conceptual design and budget, and an economic, fiscal and employment impact analysis.

Irvine, CA – Great Park Sports Complex

Project Budget: \$125,000,000

Time of Service: 2012 – 2014

HSP was engaged by a private developer to study the development of a multi-use 200-acre sports complex on the site of a former Marine Corps Air Station in Orange County, California. Great Park is the centerpiece of a larger residential mixed-use development. The athletic complex was proposed as:



25 Multi-use Fields (soccer, lacrosse, field hockey) including 2,500-seat Championship Field; 25 Tennis Courts including Championship Court; 7 Baseball Fields including Championship Field; 5 Softball Fields including Championship Field; 10 Sand Volleyball Courts; 10 Multi-use Courts (paddle tennis, badminton, volleyball, basketball)

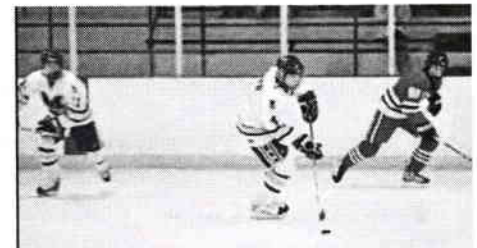
HSP conducted a review of competitive and comparable sports facilities to understand the competitive environment that Great Park would be entering. Once completed, HSP was able to perform demand and financial projections for the proposed complex. An economic impact analysis was then performed to understand how the park would affect the surrounding community. In 2013, HSP continues working on a detailed business, management and calendar plan for the project.

Chicago, IL – Chicago Park District Youth Ice & Gymnastics Facility

Development Budget:

Time of Service: 2011, 2013-2014

HSP has been utilized twice by the Chicago Park District on an evolving project. In the first iteration, a private developer approached the Chicago Park District about joint development and management of a two-sheet ice-facility to serve the needs of the southern portion of Chicago. In the second iteration, the second ice sheet was replaced with a gymnastics facility, which had long been an underserved need in the community.



In both instances, CPD enlisted Hunden Strategic Partners (HSP) to assess the feasibility of the facility. The analysis included: 1) A profile of existing ice sport and gymnastics participation locally and regionally; 2) An analysis of current recreational center trends; 3) A study of comparable and competitive facilities in the region; 4) Demand and financial projections of a new facility. As a result, the CPD is able to make fiscally prudent decisions on a major recreational project and execute the financing of the development.

Experience & Qualifications

Rockford, IL – Ingersoll Downtown Sports Complex Redevelopment; Needs Assessment

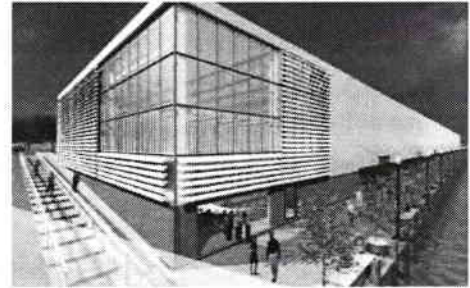
Project Budget: \$17,000,000 - \$25,000,000

Time of Service: 2013

City of Rockford engaged HSP to analyze the market and address the programmatic goals of the Downtown Sports Complex. Part of the city's downtown revitalization plan is to repurpose the site of the former Ingersoll manufacturing facility along the Rock River into a multi-use indoor sports complex.

The complex is intended to be one of the largest tournament facilities in the Midwest, with courts to accommodate local and competitive league play. The 110,000-sq. ft. facility consists of eight basketball and 16 volleyball courts that will accommodate other court sports and events.

HSP performed a market and needs assessment, revenue projections and operation costs for the project. The analysis also included a comprehensive market analysis for the various sports and facilities that are planned as part of the new facility. A review of competitive and comparable sports facilities in the area as well as across the country was conducted to understand the competitive environment that the Ingersoll Downtown Sports Complex would be entering for larger regional and national tournaments. Once completed, HSP was able to perform demand and financial projections for the proposed complex.



Orange County, FL – Youth Sports Field Analysis

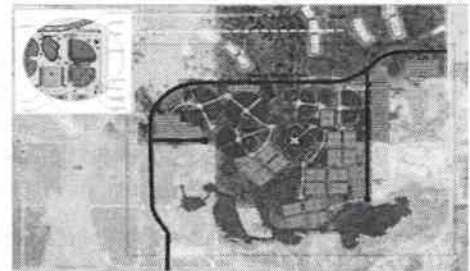
Project Budget: \$15M - \$38M

Time of Service: 2014 – 2015

Hunden Strategic Partners (HSP) was engaged by Orange County, Florida to investigate the feasibility to construct and operate a regional sports complex in Orange County. Major elements of the study include: Demand Assessment; Site Plan; Financial Analysis; Construction Cost Analysis; And a Go Forward Plan.

HSP reviewed and profiled the current and future sports developments locally and regionally, analyzed the needs of the community to determine any unmet demand, and forecasted the local sports market for the County.

The County is interested in understanding how a sports facility could best serve the community by providing an improved quality of life, hotel stays, new jobs and economic impact. HSP is in the process of helping the County understand the physical and budgetary challenges it faces in embarking upon the construction and management of these facilities.



Richmond, VA – City Stadium Re-Use Analysis; Youth Sports Complex Needs Assessment

Development Budget: \$10,000,000 - \$50,000,000

Time of Service: 2013 - 2014

HSP was recently engaged by the city of Richmond to study the potential highest and best sports and entertainment uses of the City Stadium site.

The City of Richmond was interested in exploring all potential means for the use and redevelopment of the City-owned City Stadium. The stadium was built in 1929 and was once home to the University of Richmond football team, USL Richmond Kickers and the ACFL Richmond Rebels. With the loss of longtime tenant University of Richmond, the City explored the best use of the facility, which may include the renovation of the existing facility or the redevelopment of the property into a sports/entertainment venue or youth sports complex.

HSP determined if the feasibility of the site to provide youth sports to its citizens. In its analysis, HSP assisted the City to determine the level of public support for the facility as well as how it may perform from a market and financial standpoint, as well as the impact it will have on the community once redeveloped.



Experience & Qualifications

Enid, OK – Enid Multipurpose Facility

Project Budget: \$35,000,000

Time of Service: 2010 – 2012

In 2010, the City of Enid contracted with the HSP to conduct an analysis of the development potential for civic facilities downtown. Specifically, the City was interested in determining the feasibility of 1) A renovated Mark Price Arena; 2) A new multi-purpose event center 3) A downtown hotel to serve the new complex.



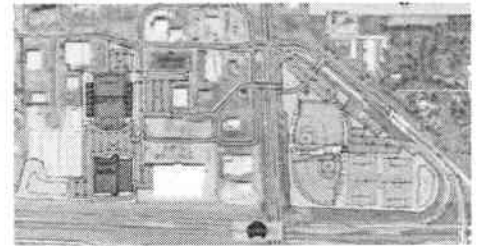
A comprehensive feasibility study and recommendation was conducted, followed by an economic, fiscal and employment impact study. The City determined to move forward with the project with a \$35 million budget, plus solicit proposals for a hotel development. HSP also helped manage the developer solicitation process for a convention hotel of approximately 144 rooms. HSP reviewed and edited the RFP, provided a hot list of developers, architects, construction firms, management companies and other hotel companies to market the list toward and is interacting with each of the potential developers to determine their level of interest and generally move the project forward.

Elkhart County, IN – Elkhart Athletic Complex Needs Assessment

Development Budget:

Time of Service: 2013 - 2014

HSP was engaged by the city of Elkhart and the Elkhart County CVB to study the need and opportunity for the development of a multi-purpose indoor/outdoor athletic development. This development would serve not only the local youth and recreational sports needs, but help provide a total local sports package capable of hosting larger regional, state and national events.



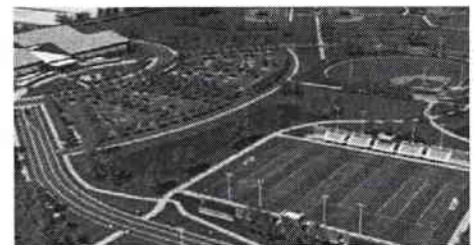
HSP performed a market assessment, revenue projections and operation costs for the project. The study included a comprehensive market analysis for various sports and facilities to determine the local need as well as any potential opportunity for tournaments. A review of competitive and comparable sports facilities in the area as well as across the country is being conducted to determine if there is enough excess demand that a new facility in could attract. HSP also performed demand and financial projections for the proposed complex. The demand-driven solution involved the creation of a series of six multipurpose fields (soccer, field hockey, rugby, lacrosse) on the southern site, combined with a championship field and indoor sports facility (with hardwood basketball/volleyball courts as well as an indoor turf field) on the north site. Both sites were constrained by highly irregular geometry, making planning for large sports fields and parking a particular challenge.

Westfield, IN – Grand Park Sportsplex Feasibility & TIF Analysis

Project Budget: \$60,000,000

Time of Service: 2011

HSP was engaged by the City of Westfield to analyze two related projects. The first was a feasibility and economic impact study of the proposed Grand Park sportsplex. The second study is a TIF funding analysis of the several square miles surrounding the sportsplex.



The analyses included detailed competitive supply, demand analysis, business plan review, tournament market analysis, room night projection, analysis of funding options that included TIF projections, trends analysis for the youth sports industry, a competitive assessment of comparable facilities and demand and financial projections for the complex.

Grand Park is a full-service tournament facility, with sports fields to accommodate local and traveling league play. The 300-acre complex consists of a full range of championship-level playing fields, including: 26 baseball and softball diamonds, 32 additional fields for lacrosse, rugby and field hockey and an indoor sports facility to accommodate year-round play. The City has projected that the project will bring over 250,000 visitors to the area each year. Westfield is located 20 miles north of Indianapolis in Hamilton County and is in the direct path of growth in the region. This analysis assisted the City as they plan for future development in the area and determine the best financing options for the facility.

Experience & Qualifications

La Vista, NE – Indoor Aquatic & Outdoor Multipurpose Sports Needs Assessment

Development Budget:

Time of Service: 2015

HSP was engaged by the City of La Vista Nebraska to perform a market, financial analysis and economic impact study regarding the potential development of an indoor aquatic and outdoor multipurpose youth sports complex. The purpose of the study is ascertain the feasibility of the Omaha Sports & Wellness Park project as well as understanding the current and future youth sports market in La Vista.



The athletic facility is envisioned to be a unique contribution to the region so as to recapture community participation and sports spending as well as bring in out of state and/or regional visitors to capture their spending. In 2016, Omaha will host the U.S. Olympic Team Trials – Swimming; and new aquatic facilities to La Vista will work in conjunction with the Trials.

HSP also explored the best facilities and sports types for inclusion in the complex so as to be self-sustaining (based on market opportunity and existing leagues/organizations), offered best management practices, size physical components and design concepts as part of a feasibility study, and assessed construction, total project costs (by phases if deemed necessary), operational costs and revenues, and an economic, fiscal and employment impact of the project.

Fort Worth, TX – Arena, Hotel & Convention Center Studies; Developer Selection

Development Budget: \$240,000,000

Time of Service: 2001 – 2004, 2013 - 2015

From 2001 – 2004, Mr. Hunden co-managed a hotel strategy for downtown Fort Worth while at a prior firm, specifically related to an expansion of the convention center. Ultimately, Omni was chosen to develop the hotel. The incentives included a rebate of hotel taxes and a reduction in property taxes for a period of years. Otherwise, Omni privately financed the hotel. The \$240,000,000 project, which includes 608 guest rooms and 87 condo units, opened successfully in January of 2009.



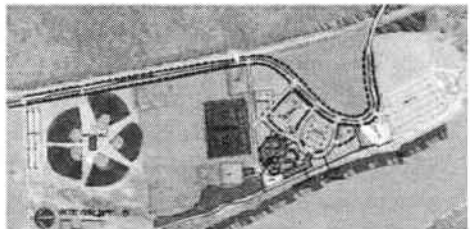
Based upon the success of the FWCC and Omni, the City in 2013 retained HSP to analyze the next phase of expansion, new hotel opportunities and the development of a new arena for downtown. HSP is currently working with the FWCC and the Omni on the developer selection process.

Saint Joseph, MO – Riverfront Sports Needs Assessment & Recreation Complex Reuse

Development Budget: Up to \$80,000,000

Time of Service: 2007 – 2013

HSP has been retained on multiple occasions for the past six years to help St. Joseph redevelop its downtown and redevelop its riverfront.



In the 2012-2013 analysis, HSP worked with the local casino to move their operation downtown as a centerpiece and leverage point for a multi-use development, including a new potential arena (or rehabbed Civic Arena), new casino-based event center, new casino, hotel, expanded hotel, and a restaurant district.

Currently the local casino and its parking lots are located along the river and comprise a significant area for redevelopment, should the casino move. At the same time, there were a number of community leaders and local sports organizers who recognized a need for more and higher quality sports fields. HSP conducted interviews with a number of stakeholders to determine the need and opportunity for different types of sports fields and recreation uses. Conceptual drawings and budgets were completed by Convergence Design, part of the HSP team.

Experience & Qualifications

Clancy's Sports Properties



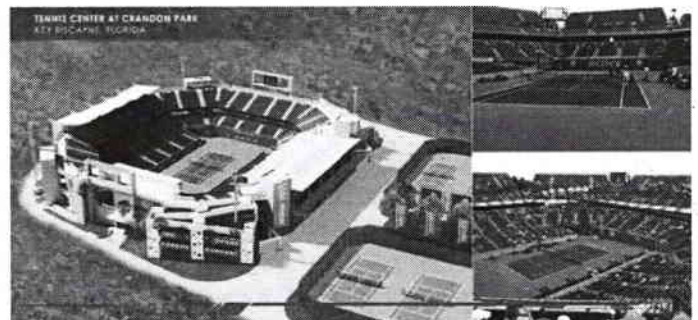
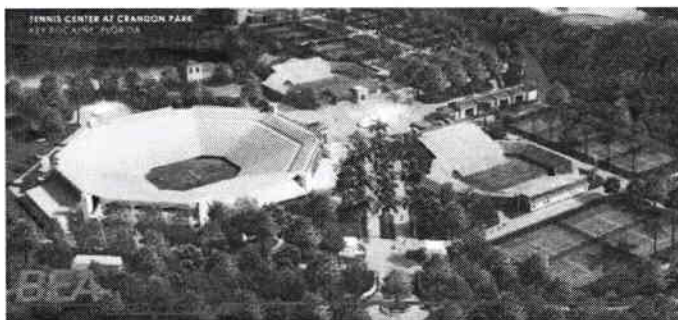
Clancy's Sports Properties Engagements

Clients	Project Description
Richmond Sports Backers, Richmond, VA	Helped the 3-time winning NASC Sports Commission of the Year with business development and event management insight as the Sports Backers continue their growth. Focus on process improvement and organizational efficiency
Greater Columbus Sports Commission, Columbus, OH	Contracted to research the operations of the Greater Columbus Sports Commission and provide recommendations about the strategic alignment of the organization, potential process improvements as well as suggestions on organizational design options in order to optimize staffing.
Greater New Orleans Sports Commission, New Orleans, LA	Contracted to provide guidance on creating re-imagined strategic plan for this 25-yr old organization. Provided discovery work and recommendations on image diversification, improvement of internal processes, organizational vibrancy solutions as well as design options to maximize staffing and event opportunities.
Magnuson Park Hangar Project, Seattle, WA	Unique project that is part facility development and part organizational design helping two youth sports organizations (archery & lacrosse) combine to develop a business strategy to create business models to allow for the redevelopment of a historic airplane hanger into a sports facility suitable for training and sports competition.
Jefferson Parish Sports Complex, New Orleans, LA	Providing event programming insight into the potential development and management of a \$25M multi-purpose sports complex. Consulting on business development, event management, facility management, industry insights as well as business projections. Work was in support of HSP.
Sterling Ranch, Denver, CO	Working with Master Developer on creating a sports and recreation facility and programming perspective for the proposed 12,000 resident master planned community.
ESPN Wide World of Sports, Lake Buena Vista, FL	As a member of the Disney executive team, Mike took the lead role in developing all programming and event strategy and design development for the 252-acre sports complex which has become the benchmark worldwide for youth sports facilities.

BEA Architects

Key Biscayne, FL – IMG Improvements to Crandon Park Tennis Center

BEA Architects is responsible for new construction, expansion and improvements to the existing Crandon Park Tennis Center facility. We are currently working on Phase I which includes a 5,000 seat Grandstand, locker rooms, fitness assessment rooms, physical therapy and hydrotherapy rooms, the NW Addition to the existing stadium as well as site and utility improvements. The site of the Crandon Park Tennis Center is a former dump site which ceased operations in 1977. As the proposed expansion and new construction work at the existing tennis center will have an impact on existing below-grade conditions associated with the former dump site, BEA has been leading a team of civil and environmental engineers through the process of assessing existing below-grade conditions as well as meetings and negotiations with Florida Dept of Environmental Protection, South Florida Water Management District and Miami-Dade County DERM agencies. Salient among numerous innovative measures taken to design and build new above- and below-ground infrastructure, BEA is implementing design of special foundations to limit excavation of materials; providing passive as well as mechanical ventilation to manage methane gas and other below-grade emissions; encapsulating fill material below planned new structures, among others. The scope of work also includes upgrades to existing on-site utilities and storm drainage system, installation of sports lighting at all three new facilities. The Master Plan requires a multi-phased development in close coordination with the Miami Open tennis tournament seasons.



Experience & Qualifications

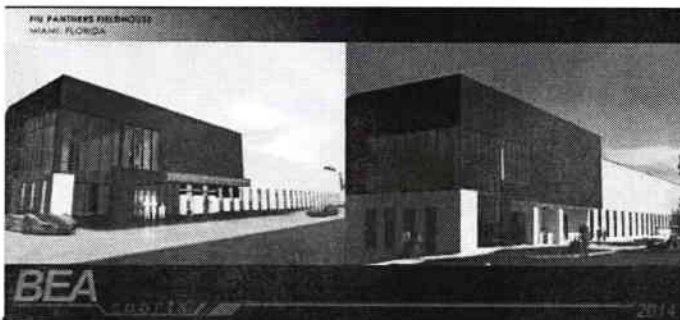


Coconut Grove, FL – Ransom Everglades School Aquatic Center

BEA provided complete A/E services for this aquatic center in a sensitive and historical environment. The building provides an above ground competition size pool, a training pool, gymnasium, offices, ancillary facilities and parking areas. The surrounding landscape design includes a seating plaza dedicated to the students and two new tennis courts. A beautified walkway links the new sports facilities to the existing gymnasium and football field to unify the school's sports complex. BEA conducted a program and budget verification, zoning and code analysis and design concept for the new facility. Our responsibilities included providing full construction documents, bid package, and construction administration.



BEA served as prime consultant on this design-build project led by Odebrecht Construction. It entailed the expansion and renovation to construct an NCAA Division 1A-style multipurpose stadium at Florida International University. The football stadium not only serves the college but also is made available to Miami-Dade County public high schools and will host convocations and graduations as well as sporting events. The south, east and west sides of the stadium were expanded to seat approximately 15,188 persons with appropriate increases of toilet and concession facilities (an eventual increase to 40,000 seats is planned). The design complemented the campus environment and met all of the revenue and fan amenity requirements of its NCAA classification. Nineteen private suites, a Presidential Suite, and a Stadium Panthers Club were included. Conferences and similar sit-down events are planned for the Stadium Club. Concession, catering and retail space are provided. Provisions for all media were included in the southside press box. A "jumbotron"-type of scoreboard was incorporated. The all-weather field of artificial playing surface was modified to accommodate sports other than American football. The fundamentals driving this project are FIU's mission to improve its financial circumstances and qualitatively improve the university and the Golden Panther football experience. Long-term maintenance, future flexibility, and optimum life-cycle cost are standard goals. View



Miami, FL – FIU Football Stadium Expansion



Tab VI: References



Attachment 9: Reference Questionnaire

Solicitation: RFP 15-6419 – Sports Facilities Assessment	
Reference Questionnaire for: Hunden Strategic Partners	
(Name of Company Requesting Reference Information) Rob Hunden, President	
(Name of Individuals Requesting Reference Information)	
Name: Karl Bandemer (Evaluator completing reference questionnaire)	Company: City of Fort Wayne, IN (Evaluator's Company completing reference)
Email: karl.bandemer@cityoffortwayne.org	FAX: 260-426-0837 Telephone: 260-427-2688

Collier County is implementing a process that collects reference information on firms and their key personnel to be used in the selection of firms to perform this project. The Name of the Company listed in the Subject above has listed you as a client for which they have previously performed work. Please complete the survey. Please rate each criteria to the best of your knowledge on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). If you do not have sufficient knowledge of past performance in a particular area, leave it blank and the item or form will be scored "0."

Project Description: Downtown Arena; Sports Needs Assessment Completion Date: Ongoing

Project Budget: TBD Project Number of Days: Ongoing

Change Orders - Dollars Added : __NA__ Change Orders - Days Added: __NA__

Item	Criteria	Score
1	Ability to manage the project costs (minimize change orders to scope).	10
2	Ability to maintain project schedule (complete on-time or early).	10
3	Quality of work.	10
4	Quality of consultative advice provided on the project.	10
5	Professionalism and ability to manage personnel.	10
6	Project administration (completed documents, final invoice, final product turnover; invoices; manuals or going forward documentation, etc.)	10
7	Ability to verbally communicate and document information clearly and succinctly.	10
8	Ability to manage risks and unexpected project circumstances.	10
9	Ability to follow contract documents, policies, procedures, rules, regulations, etc.	10
10	Overall comfort level with hiring the company in the future (customer satisfaction).	10
TOTAL SCORE OF ALL ITEMS		100



Attachment 9: Reference Questionnaire

Solicitation: RFP 15-6419 – Sports Facilities Assessment		
Reference Questionnaire for: Hunden Strategic Partners		
(Name of Company Requesting Reference Information)		
Rob Hunden, President		
(Name of Individuals Requesting Reference Information)		
Name: Evan Holmes (Evaluator completing reference questionnaire)	Company: SMG Business Operations/Louisiana Stadium & Exposition District (Evaluator's Company completing reference)	
Email: evan.holmes@smgneworleans.com	FAX: NA	Telephone: 504-587-3913

Collier County is implementing a process that collects reference information on firms and their key personnel to be used in the selection of firms to perform this project. The Name of the Company listed in the Subject above has listed you as a client for which they have previously performed work. Please complete the survey. Please rate each criteria to the best of your knowledge on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). If you do not have sufficient knowledge of past performance in a particular area, leave it blank and the item or form will be scored "0."

Project Description: Market, Feasibility, Needs Assessment for youth sports in Jefferson Parish, LA

Completion Date: Ongoing

Project Budget: Estimated: NA

Project Number of Days: NA

Change Orders - Dollars Added : NA Change Orders - Days Added: NA

Item	Criteria	Score
1	Ability to manage the project costs (minimize change orders to scope).	10
2	Ability to maintain project schedule (complete on-time or early).	10
3	Quality of work.	10
4	Quality of consultative advice provided on the project.	10
5	Professionalism and ability to manage personnel.	10
6	Project administration (completed documents, final invoice, final product turnover; invoices; manuals or going forward documentation, etc.)	10
7	Ability to verbally communicate and document information clearly and succinctly.	10
8	Ability to manage risks and unexpected project circumstances.	10
9	Ability to follow contract documents, policies, procedures, rules, regulations, etc.	10
10	Overall comfort level with hiring the company in the future (customer satisfaction).	10
TOTAL SCORE OF ALL ITEMS		100



Attachment 9: Reference Questionnaire

Solicitation: RFP 15-6419 – Sports Facilities Assessment		
Reference Questionnaire for: Hunden Strategic Partners		
(Name of Company Requesting Reference Information)		
Rob Hunden, President		
(Name of Individuals Requesting Reference Information)		
Name: Richard Leigh (Evaluator completing reference questionnaire)	Company: Five Point Communities (Evaluator's Company completing reference)	
Email: richard.leigh@fivepointcommunities.com	FAX: 949-349-1075	Telephone: 949-349-1092

Collier County is implementing a process that collects reference information on firms and their key personnel to be used in the selection of firms to perform this project. The Name of the Company listed in the Subject above has listed you as a client for which they have previously performed work. Please complete the survey. Please rate each criteria to the best of your knowledge on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). If you do not have sufficient knowledge of past performance in a particular area, leave it blank and the item or form will be scored "0."

Project Description: Great Park Sports Complex Feasibility Study

Completion Date: 2014

Project Budget: Estimated: \$125,000,000

Project Number of Days: NA

Change Orders - Dollars Added : __NA__ Change Orders - Days Added: __NA__

Item	Criteria	Score
1	Ability to manage the project costs (minimize change orders to scope).	10
2	Ability to maintain project schedule (complete on-time or early).	9
3	Quality of work.	9
4	Quality of consultative advice provided on the project.	10
5	Professionalism and ability to manage personnel.	9
6	Project administration (completed documents, final invoice, final product turnover; invoices; manuals or going forward documentation, etc.)	8
7	Ability to verbally communicate and document information clearly and succinctly.	8
8	Ability to manage risks and unexpected project circumstances.	8
9	Ability to follow contract documents, policies, procedures, rules, regulations, etc.	10
10	Overall comfort level with hiring the company in the future (customer satisfaction).	9
TOTAL SCORE OF ALL ITEMS		90



Attachment 9: Reference Questionnaire

Solicitation: RFP 15-6419 – Sports Facilities Assessment		
Reference Questionnaire for: Hunden Strategic Partners		
(Name of Company Requesting Reference Information)		
Rob Hunden, President		
(Name of Individuals Requesting Reference Information)		
Name: Steve Lux (Evaluator completing reference questionnaire)	Company: Chicago Parks District, City of Chicago (Evaluator's Company completing reference)	
Email: steve.lux@chicagoparkdistrict.com	FAX: 312-742-5326	Telephone: 312-742-4761

Collier County is implementing a process that collects reference information on firms and their key personnel to be used in the selection of firms to perform this project. The Name of the Company listed in the Subject above has listed you as a client for which they have previously performed work. Please complete the survey. Please rate each criteria to the best of your knowledge on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). If you do not have sufficient knowledge of past performance in a particular area, leave it blank and the item or form will be scored "0."

Project Description: Chicago Parks District Ice Facility & Recreation Needs Assessment Completion Date: 2014

Project Budget: Estimated: NA

Project Number of Days: NA

Change Orders - Dollars Added : __NA_____ Change Orders - Days Added: __NA_____

Item	Criteria	Score
1	Ability to manage the project costs (minimize change orders to scope).	9
2	Ability to maintain project schedule (complete on-time or early).	8
3	Quality of work.	9
4	Quality of consultative advice provided on the project.	10
5	Professionalism and ability to manage personnel.	8
6	Project administration (completed documents, final invoice, final product turnover; invoices; manuals or going forward documentation, etc.)	8
7	Ability to verbally communicate and document information clearly and succinctly.	9
8	Ability to manage risks and unexpected project circumstances.	8
9	Ability to follow contract documents, policies, procedures, rules, regulations, etc.	9
10	Overall comfort level with hiring the company in the future (customer satisfaction).	9
TOTAL SCORE OF ALL ITEMS		87



Attachment 9: Reference Questionnaire

Solicitation: RFP 15-6419 – Sports Facilities Assessment		
Reference Questionnaire for: Hunden Strategic Partners		
(Name of Company Requesting Reference Information)		
Rob Hunden, President		
(Name of Individuals Requesting Reference Information)		
Name: John Groh (Evaluator completing reference questionnaire)	Company: Rockford Area Convention & Visitors Bureau (Evaluator's Company completing reference)	
Email: jgroh@gorockford.com	FAX: 815-963-4298	Telephone: 815-489-1656

Collier County is implementing a process that collects reference information on firms and their key personnel to be used in the selection of firms to perform this project. The Name of the Company listed in the Subject above has listed you as a client for which they have previously performed work. Please complete the survey. Please rate each criteria to the best of your knowledge on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). If you do not have sufficient knowledge of past performance in a particular area, leave it blank and the item or form will be scored "0."

Project Description: Downtown Sports Complex Study Completion Date: 2014

Project Budget: Estimated: \$17,000,000-25,000,000 Project Number of Days: NA

Change Orders - Dollars Added : __NA_____ Change Orders - Days Added: ____NA_____

Item	Criteria	Score
1	Ability to manage the project costs (minimize change orders to scope).	8
2	Ability to maintain project schedule (complete on-time or early).	7
3	Quality of work.	9
4	Quality of consultative advice provided on the project.	10
5	Professionalism and ability to manage personnel.	10
6	Project administration (completed documents, final invoice, final product turnover; invoices; manuals or going forward documentation, etc.)	8
7	Ability to verbally communicate and document information clearly and succinctly.	8
8	Ability to manage risks and unexpected project circumstances.	8
9	Ability to follow contract documents, policies, procedures, rules, regulations, etc.	10
10	Overall comfort level with hiring the company in the future (customer satisfaction).	10
TOTAL SCORE OF ALL ITEMS		88

Tab VII: Acceptance of Conditions



ACCEPTANCE OF CONDITIONS

Hunden Strategic Partners, Inc. accepts all general terms and conditions of the RFP 15-6419 Sports Facilities Assessment.

Tab VIII: Required Forms



Attachment 2: Vendor Check List

IMPORTANT: THIS SHEET MUST BE SIGNED. Please read carefully, sign in the spaces indicated and return with your Proposal. Vendor should check off each of the following items as the necessary action is completed:

- The Proposal has been signed.
- All applicable forms have been signed and included, along with licenses to complete the requirements of the project.
- Any addenda have been signed and included.
- The mailing envelope has been addressed to:
Collier County Government
Purchasing Department
3327 Tamiami Trail E
Naples FL 34112
Attn: Brenda Brillhart, Procurement Strategist
- The **mailing envelope must be sealed and marked** with Solicitation RFP 15-6419 – Sports Facilities Assessment.
- The Proposal will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Proposal cannot be considered.)
- If submitting a manual bid, include any addenda (initialed and dated noting understanding and receipt). If submitting bid electronically, bidder will need to download all related documents on www.colliergov.net/bid. The system will date and time stamp when the addendum files were downloaded.

ALL COURIER-DELIVERED PROPOSALS MUST HAVE THE RFP NUMBER AND TITLE ON THE OUTSIDE OF THE COURIER PACKET.

Name of Firm: _____Hunden Strategic Partners, Inc._____

Address: _____920 N. Franklin St., Ste. 303_____

City, State, Zip: _____Chicago, IL 60610_____

Telephone: _____312-643-2500_____

Email: _____rhunden@hundenpartners.com_____

Representative Signature: _____

Representative Name: _____Robin Scott Hunden_____ Date 6-8-15



Attachment 3: Conflict of Interest Affidavit

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Procurement Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

Firm: Hunden Strategic Partners, Inc.

Signature and Date: [Signature] 6/8/15

Print Name Robin Scott Hunden

Title of Signatory President

State of Illinois

County of Cook

SUBSCRIBED AND SWORN to before me this 8 day of June, 2015,
by Rob Hunden, who is personally known to me to be the
President for the Firm, OR who produced the following
identification _____

[Signature] Tate Butler
Notary Public

My Commission Expires 7/19/17





Attachment 4: Vendor Declaration Statement

BOARD OF COUNTY COMMISSIONERS
Collier County Government Complex
Naples, Florida 34112

RE: Solicitation: RFP 15-6419 – Sports Facilities Assessment

Dear Commissioners:

The undersigned, as Vendor declares that this proposal is made without connection or arrangement with any other person and this proposal is in every respect fair and made in good faith, without collusion or fraud.

The Vendor agrees, if this proposal is accepted, to execute a Collier County document for the purpose of establishing a formal contractual relationship between the firm and Collier County, for the performance of all requirements to which the proposal pertains. The Vendor states that the proposal is based upon the proposal documents listed by **Solicitation:** RFP 15-6419 – Sports Facilities Assessment.

(Proposal Continued on Next Page)

PROPOSAL CONTINUED

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this _____ day of _____, 2015 in the County of Cook, in the State of Illinois.

Firm's Legal Name: Hunden Strategic Partners, Inc.
Address: 920 N. Franklin St., Ste. 303
City, State, Zip Code: Chicago, IL 60610
Florida Certificate of Authority Document Number: F15000002296
Federal Tax Identification Number: 20-4239951
CCR # or CAGE Code: _____
Telephone: 312-643-2500
FAX: 312-643-2501
Signature by: Robin Scott Hunden
(Typed and written)
Title: President

Additional Contact Information

Send payments to:
(required if different from above)
Contact name: Company name used as payee
Title: _____
Address: _____
City, State, ZIP: _____
Telephone: _____
FAX: _____
Email: _____
Office servicing Collier County to place orders
(required if different from above)
Contact name: _____
Title: _____
Address: _____
City, State, ZIP: _____
Telephone: _____ Email: _____



ATTACHMENT 5: AFFIDAVIT FOR CLAIMING STATUS AS A LOCAL BUSINESS

Hunden Strategic Partners, Inc. is currently registered with the Florida secretary of state to conduct business in the State of Florida. Both of the subcontractors submitting on this project, Clancy's Sports Properties and BEA Architects, are Florida owned businesses. BEA Architects is also MBE certified.

State of Florida



Department of State

I certify the attached is a true and correct copy of the application by HUNDEN STRATEGIC PARTNERS, INC, an Indiana corporation, authorized to transact business within the State of Florida on May 26, 2015 as shown by the records of this office.

The document number of this corporation is F15000002296.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Twenty-seventh day of May, 2015



CR2EO22 (1-11)

Ken Detzner
Ken Detzner
Secretary of State

State of Florida



Department of State

I certify from the records of this office that HUNDEN STRATEGIC PARTNERS, INC, is a corporation organized under the laws of Indiana, authorized to transact business in the State of Florida, qualified on May 26, 2015.

The document number of this corporation is F15000002296.

I further certify that said corporation has paid all fees due this office through December 31, 2015, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Twenty-seventh day of May, 2015



CR2EQ22 (1-11)

Ken Detzner
Ken Detzner
Secretary of State



State of Florida

**Minority, Women & Florida Veteran
Business Certification**

BEA architects, Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes for a period from:

07/03/2013 to 07/03/2015





Office of Supplier Diversity • 4050 Lakeside Way, Suite 300 • Tallahassee, FL 32399 • (904) 487-0715 • www.sds.dms.state.fl.us

RICK SCOTT, GOVERNOR



KEN LAWSON, SECRETARY

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

LICENSE NUMBER	
AA26001612	

The ARCHITECT CORPORATION
Named below IS CERTIFIED
Under the provisions of Chapter 481 FS.
Expiration date: FEB 28, 2017

BEA ARCHITECTS, INC
3075 NW SOUTH RIVER DRIVE
MIAMI FL 33142

ISSUED: 12/14/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1412140001264

RICK SCOTT, GOVERNOR



KEN LAWSON, SECRETARY

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

LICENSE NUMBER	
AR0012160	

The ARCHITECT
Named below IS LICENSED
Under the provisions of Chapter 481 FS.
Expiration date: FEB 28, 2017

RAMOS, BRUNO E
3075 NW SOUTH RIVER DRIVE
MIAMI FL 33142

ISSUED: 12/14/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1412140001209



304127

Local Business Tax Receipt
Miami-Dade County, State of Florida
-THIS IS NOT A BILL - DO NOT PAY



6255772

BUSINESS NAME/LOCATION
BEA ARCHITECTS INC
3075 NW 5 RIVER DR
MIAMI FL 33142

RECEIPT NO.
RENEWAL
6520317

EXPIRES
SEPTEMBER 30, 2015
Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

OWNER
BEA ARCHITECTS INC
Employee(s) 14

SEC. TYPE OF BUSINESS
212 P.A./CORP/PARTNERSHIP/FIRM

PAYMENT RECEIVED
BY TAX COLLECTOR
\$105.00 09/04/2014
FPPU05-14-015466

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-27b.

For more information, visit www.miamidade.gov/taxcollector

State of Florida Department of State

I certify from the records of this office that BEA ARCHITECTS, INC. is a corporation organized under the laws of the State of Florida, filed on May 26, 2000.

The document number of this corporation is P00000051935.

I further certify that said corporation has paid all fees due this office through December 31, 2014, that its most recent annual report/uniform business report was filed on February 3, 2014, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Third day of February, 2014*



Ken Detjen
Secretary of State

Authentication ID: CC3741362927

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>



Attachment 6: Immigration Affidavit Certification

Solicitation: RFP 15-6419 – Sports Facilities Assessment

This Affidavit is required and should be signed, notarized by an authorized principal of the firm and submitted with formal Invitations to Bid (ITB's) and Request for Proposals (RFP) submittals. Further, Vendors / Bidders are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment, at the time of the submission of the vendor's/bidder's proposal. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. **Failure to include this Affidavit and acceptable evidence of enrollment in the E-Verify program, may deem the Vendor / Bidder's proposal as non-responsive.**

Collier County will not intentionally award County contracts to any vendor who knowingly employs unauthorized alien workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act ("INA").

Collier County may consider the employment by any vendor of unauthorized aliens a violation of Section 274A (e) of the INA. Such Violation by the recipient of the Employment Provisions contained in Section 274A (e) of the INA shall be grounds for unilateral termination of the contract by Collier County.

Vendor attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)) and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility Verification System (E-Verify), operated by the Department of Homeland Security in partnership with the Social Security Administration at the time of submission of the Vendor's / Bidder's proposal.

Company Name Hunden Strategic Partners, Inc.

Print Name Robin Scott Hunden Title President

Signature [Signature] Date 6/8/15

State of Illinois

County of Cook

The foregoing instrument was signed and acknowledged before me this 8 day of June , 20 15 , by

 Rob Hunden who has produced US Passport: 494143642 as identification
(Print or Type Name) (Type of Identification and Number)

 [Signature]
Notary Public Signature
 Tate Butler
Printed Name of Notary Public
 7/19/17
Notary Commission Number/Expiration



The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.



Company ID Number: 531451

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Hunden Strategic Partners	
Robin S Hunden	
Name (Please Type or Print)	Title
Electronically Signed	03/30/2012
Signature	Date
Department of Homeland Security – Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	03/30/2012
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	Hunden Strategic Partners
Company Facility Address:	920 N. Franklin Street
	Suite 303
	Chicago, IL 60610
Company Alternate Address:	920 N. Franklin Street
	Suite 303
	Chicago, IL 60610
County or Parish:	COOK
Employer Identification Number:	204239951



Company ID Number: 531451

North American Industry Classification Systems Code:	541
Administrator:	
Number of Employees:	5 to 9
Number of Sites Verified for:	1
Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:	
<ul style="list-style-type: none">• ILLINOIS 1 site(s)	

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Robin S Hunden	Fax Number:	(312) 643 - 2501
Telephone Number:	(312) 643 - 2500		
E-mail Address:	mroe@hundenpartners.com		
Name:	Matthew S Roe	Fax Number:	(312) 643 - 2501
Telephone Number:	(312) 643 - 2500		
E-mail Address:	mroe@hundenpartners.com		



**Attachment 7: Vendor Substitute W – 9
 Request for Taxpayer Identification Number and Certification**

In accordance with the Internal Revenue Service regulations, Collier County is required to collect the following information for tax reporting purposes from individuals and companies who do business with the County (including social security numbers if used by the individual or company for tax reporting purposes). Florida Statute 119.071(5) require that the county notify you in writing of the reason for collecting this information, which will be used for no other purpose than herein stated. Please complete all information that applies to your business and return with your quote or proposal.

1. General Information (provide all information)

Taxpayer Name: <u>Hunden Strategic Partners, Inc.</u> (as shown on income tax return) Business Name _____ (if different from taxpayer name) Address <u>920 N. Franklin St, Ste. 303</u> City <u>Chicago</u> State <u>IL</u> Zip <u>60610</u> Telephone <u>312-643-2500</u> FAX <u>312-643-2501</u> Email <u>rhunden@hundenpartners.com</u>	
Order Information Address <u>Same as above</u> City _____ State _____ Zip _____ FAX _____ Email _____	Remit / Payment Information Address <u>Same as above</u> City _____ State _____ Zip _____ FAX _____ Email _____

2. Company Status (check only one)

<input type="checkbox"/> Individual / Sole Proprietor	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Partnership
<input type="checkbox"/> Tax Exempt (Federal income tax-exempt entity under Internal Revenue Service guidelines IRC 501 (c) 3)	<input type="checkbox"/> Limited Liability Company	
Enter the tax classification (D = Disregarded Entity, C = Corporation, P = Partnership)		

3. Taxpayer Identification Number (for tax reporting purposes only)

Federal Tax Identification Number (TIN) <u>20-4239951</u> (Vendors who do not have a TIN, will be required to provide a social security number prior to an award of the contract.)

4. Sign and Date Form

Certification: Under penalties of perjury, I certify that the information shown on this form is correct to my knowledge.

Signature <u>[Signature]</u>	Date <u>6/8/15</u>
Title <u>President</u>	Phone Number <u>312-643-2500</u>



Attachment 8: Insurance and Bonding Requirements

Insurance / Bond Type	Required Limits
1. <input checked="" type="checkbox"/> Worker's Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements
2. <input checked="" type="checkbox"/> Employer's Liability	<u>\$500,000</u> single limit per occurrence
3. <input checked="" type="checkbox"/> Commercial General Liability (Occurrence Form) patterned after the current ISO form	Bodily Injury and Property Damage <u>\$1,000,000</u> single limit per occurrence, \$2,000,000 aggregate for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations and Contractual Liability
4. <input checked="" type="checkbox"/> Indemnification	To the maximum extent permitted by Florida law, the Contractor/Vendor/Consultant shall indemnify and hold harmless Collier County, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor/Vendor/Consultant or anyone employed or utilized by the Contractor/Vendor/Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph. This section does not pertain to any incident arising from the sole negligence of Collier County.
4. <input checked="" type="checkbox"/> Automobile Liability	<u>\$ 500,000</u> Each Occurrence; Bodily Injury & Property Damage, Owned/Non-owned/Hired; Automobile Included
5. <input checked="" type="checkbox"/> Other insurance as noted:	<input type="checkbox"/> Watercraft \$ _____ Per Occurrence <input type="checkbox"/> United States Longshoreman's and Harborworker's Act coverage shall be maintained where applicable to the completion of the work. \$ _____ Per Occurrence <input type="checkbox"/> Aircraft Liability coverage shall be carried in limits of not less than \$5,000,000 each occurrence if applicable to the completion of the Services under this Agreement. \$ _____ Per Occurrence <input type="checkbox"/> Pollution \$ _____ Per Occurrence <input type="checkbox"/> Professional Liability \$ _____ Per Occurrence <ul style="list-style-type: none">• \$ 500,000 each claim and in the aggregate• \$1,000,000 each claim and in the aggregate• \$2,000,000 each claim and in the aggregate <input checked="" type="checkbox"/> Professional Liability \$1,000,000 per claim and in the aggregate <ul style="list-style-type: none">• \$1,000,000 per claim and in the aggregate• \$2,000,000 per claim and in the aggregate


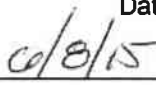
Valuable Papers Insurance \$ _____ Per Occurrence

6. Bid bond Shall be submitted with proposal response in the form of certified funds, cashiers' check or an irrevocable letter of credit, a cash bond posted with the County Clerk, or proposal bond in a sum equal to 5% of the cost proposal. All checks shall be made payable to the Collier County Board of County Commissioners on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation.
7. Performance and Payment Bonds For projects in excess of \$200,000, bonds shall be submitted with the executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as "A-" or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders' surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.
8. Vendor shall ensure that all subcontractors comply with the same insurance requirements that he is required to meet. The same Vendor shall provide County with certificates of insurance meeting the required insurance provisions.
9. Collier County must be named as "ADDITIONAL INSURED" on the Insurance Certificate for Commercial General Liability where required.
10. The Certificate Holder shall be named as Collier County Board of County Commissioners, OR, Board of County Commissioners in Collier County, OR Collier County Government, OR Collier County. The Certificates of Insurance must state the Contract Number, or Project Number, or specific Project description, or must read: For any and all work performed on behalf of Collier County.
11. **Thirty (30) Days Cancellation Notice** required.
Ljb 2/23/2015

Vendor's Insurance Statement

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of this solicitation.

Name of Firm Hunden Strategic Partners, Inc. Date June 8, 2015

Vendor Signature   _____

Print Name Robin Scott Hunden

Insurance Agency Shepherds Insurance

Agent Name Alan Schulte Telephone Number 317-846-5554



LETTER OF INTENT

BEA Architects, Inc.

Scope of Work: Task 1 - Kickoff, Project Orientation, Interviews. Task 3 - Facilities Condition Assessment; ~~Historical Demand & Financial Profile~~. Task 7 - Preliminary Recommendations: PowerPoint Presentations. Task 8 - Conceptual Drawings & Budget.

Subcontract Amount - BEA Architects will be contracted to perform the work outlined in the finalized Phase I Scope of Work for the Collier County Sports Needs Analysis project for a lump sum of \$15,000.00 including travel.

Hunden Strategic Partners understands that we shall not be allowed to substitute or change subcontractors without prior written approval of Collier County (the Client). BEA Architects understand that the firm shall not be allowed to substitute or subcontract any of the work assigned without prior written approval of Collier County and Hunden Strategic Partners.

Under penalty of perjury, I declare that I have read the foregoing and the facts stated in it are true.

A handwritten signature in black ink, appearing to be "R. Hunden", written over a horizontal dashed line.

Robin Scott Hunden
President

A handwritten date "6/8/15" in black ink, written over a horizontal dashed line.

Date

A handwritten signature in black ink, appearing to be "B. Ramos", written over a horizontal dashed line.

Bruno Ramos
Principal

Date June 08, 2015

3075 NW South River Drive
Miami, FL 33142
(O) 305-461-2053
(F) 305-643-0599



LETTER OF INTENT

Clancy's Sports Properties, LLC

Scope of Work: Task 1 – Kickoff, Project Orientation, Interviews. Task 7 – Preliminary Recommendations: PowerPoint Presentations. Task 9 – Sports Marketing Plan.

Subcontract Amount – Clancy's Sports Properties will be contracted to perform the work outlined in the finalized Phase I Scope of Work for the Collier County Sports Needs Analysis project for a lump sum, not to exceed, \$15,000, excluding travel.

Hunden Strategic Partners understands that we shall not be allowed to substitute or change subcontractors without prior written approval of Collier County (the Client). Clancy's Sports Properties understand that the firm shall not be allowed to substitute or subcontract any of the work assigned without prior written approval of Collier County and Hunden Strategic Partners.

Under penalty of perjury, I declare that I have read the foregoing and the facts stated in it are true.

Handwritten signature of Robin Scott Hunden in black ink, written over a horizontal line.

Robin Scott Hunden
President

Handwritten date "10/8/15" in black ink, written over a horizontal line.

Date

Handwritten signature of Mike Millay in black ink, written over a horizontal line.

Mike Millay
Principal

Handwritten date "10-8-15" in black ink, written over a horizontal line.

Date

7325 Forestwood Court
Orlando, FL 32835
(O) 407-341-8335



**Selection Committee
Final Ranking Sheet**

RFP #: 15-6419
Title: Sports Facilities Assessment

Name of Firm	Jack Wert	Rob Wells	Barry Williams	Jason Rummer	Tim Durham	Average	Final Rank
Hunden Strategic Partners	1	2	1	1	2	1.4	1.0
C H Johnson Consulting	2	3	2	2	1	2	2.0
Sports Facility Advisory	3	1	3	3	3	2.6	3.0
TOTAL							

Purchasing Representative

Scott Johnson

6/30/2015

AGREEMENT 15-6419

for

Sports Facilities Assessment

THIS AGREEMENT, made and entered into on this ____ day of _____ 2015, by and between the Board of County Commissioners for Collier County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "County" or "Owner"), and Hunden Strategic Partners, Inc., (the "Consultant"), whose business address is, 920 North Franklin Street, Suite 303, Chicago, IL 60610.

WITNESSETH:

1. **CONTRACT TERM.** The contract shall be for a one (1) year period, commencing on Date of Board award and terminating one (1) year from that date, or until such time as all outstanding Purchase Orders issued prior to the expiration of the Agreement period have been completed or terminated.

The County Manager, or his designee, may, at his discretion, extend the Agreement under all of the terms and conditions contained in this Agreement for up to one hundred and eighty (180) days. The County Manager, or his designee, shall give the Consultant written notice of the County's intention to extend the Agreement term not less than ten (10) days prior to the end of the Agreement term then in effect.

2. **COMMENCEMENT.** The Consultant shall commence the services upon issuance of a Purchase Order.
3. **STATEMENT OF WORK.** The Consultant shall provide Sports Facilities Assessment in accordance with the terms and conditions of **RFP #15-6419**, Exhibit A - Scope of Services, and the Consultant's proposal referred to herein and made an integral part of this agreement. This Agreement contains the entire understanding between the parties and any modifications to this Agreement shall be mutually agreed upon in writing by the Parties, in compliance with the County Procurement Ordinance and Purchasing Procedures in effect at the time such services are authorized.
4. **COMPENSATION.** The County shall pay the Consultant a lump sum of Seventy Thousand (\$70,000) for the performance of this Agreement upon completion or partial completion of the work tasks as accepted and approved by the County Project Manager or his designee pursuant to the fees as set forth in Exhibit B -Price Schedule, included in this Agreement. Payments shall be made to the Consultant when requested as work



progresses, but not more frequently than once per month, on an estimated percentage complete for the Labor and Expenses Fee and at actual costs for Travel Expenses. Payment will be made upon receipt of a proper invoice and in compliance with Chapter 218 Fla. Stats., otherwise known as the "Local Government Prompt Payment Act".

4.1 Travel and Reimbursable Expenses. Travel and Reimbursable Expenses shall not exceed the lump sum of two thousand one hundred dollars and 00/100 (\$2,100.00). Travel and Reimbursable Expenses must be approved in advance in writing by the County. Travel expenses shall be reimbursed in accordance with Collier County Resolution 2006-40, Sections 125.0104 and 112.061 Fla. Stats. Any trips within Collier and Lee Counties are expressly excluded.

4.2 Payments will be made for services furnished, delivered, and accepted, upon receipt and approval of invoices submitted on the date of services or within six (6) months after completion of contract. Any untimely submission of invoices beyond the specified deadline period is subject to non-payment under the legal doctrine of "laches" as untimely submitted. Time shall be deemed of the essence with respect to the timely submission of invoices under this agreement.

5. **SALES TAX.** Consultant shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work. Collier County, Florida as a political subdivision of the State of Florida, is exempt from the payment of Florida sales tax to its vendors under Chapter 212, Florida Statutes, Certificate of Exemption # 85-8015966531C-2.
6. **NOTICES.** All notices from the County to the Consultant shall be deemed duly served if mailed or faxed to the Consultant at the following Address:

Hunden Strategic Partners
920 North Franklin Street, Suite 303
Chicago, IL 60610
Phone: 312-643-2500; Fax: 312-643-2501
Attn: Robin Hunden

All Notices from the Consultant to the County shall be deemed duly served if mailed or faxed to the County to:

Collier County Government Center
Procurement Services Division
3327 Tamiami Trail, East
Naples, Florida 34112
Attention: Joanne Markiewicz, Director, Procurement Services Division
Telephone: 239-252-8407; Facsimile: 239-252-6480



The Consultant and the County may change the above mailing address at any time upon giving the other party written notification. All notices under this Agreement must be in writing.

7. **NO PARTNERSHIP.** Nothing herein contained shall create or be construed as creating a partnership between the County and the Consultant or to constitute the Consultant as an agent of the County.
8. **PERMITS: LICENSES: TAXES.** In compliance with Section 218.80, F.S., all permits necessary for the prosecution of the Work shall be obtained by the Consultant. The County will not be obligated to pay for any permits obtained by Subcontractors/Subconsultants.

Payment for all such permits issued by the County shall be processed internally by the County. All non-County permits necessary for the prosecution of the Work shall be procured and paid for by the Consultant. The Consultant shall also be solely responsible for payment of any and all taxes levied on the Consultant. In addition, the Consultant shall comply with all rules, regulations and laws of Collier County, the State of Florida, or the U. S. Government now in force or hereafter adopted. The Consultant agrees to comply with all laws governing the responsibility of an employer with respect to persons employed by the Consultant.

9. **NO IMPROPER USE.** The Consultant will not use, nor suffer or permit any person to use in any manner whatsoever, County facilities for any improper, immoral or offensive purpose, or for any purpose in violation of any federal, state, county or municipal ordinance, rule, order or regulation, or of any governmental rule or regulation now in effect or hereafter enacted or adopted. In the event of such violation by the Consultant or if the County or its authorized representative shall deem any conduct on the part of the Consultant to be objectionable or improper, the County shall have the right to suspend the contract of the Consultant. Should the Consultant fail to correct any such violation, conduct, or practice to the satisfaction of the County within twenty-four (24) hours after receiving notice of such violation, conduct, or practice, such suspension to continue until the violation is cured. The Consultant further agrees not to commence operation during the suspension period until the violation has been corrected to the satisfaction of the County.
10. **TERMINATION.** Should the Consultant be found to have failed to perform his services in a manner satisfactory to the County as per this Agreement, the County may terminate said agreement for cause; further the County may terminate this Agreement for convenience with a thirty (30) day written notice. The County shall be sole judge of non-performance.

In the event that the County terminates this Agreement, Consultant's recovery against the County shall be limited to that portion of the Contract Amount earned through the date of termination. The Consultant shall not be entitled to any other or further recovery



against the County, including, but not limited to, any damages or any anticipated profit on portions of the services not performed.

11. **NO DISCRIMINATION.** The Consultant agrees that there shall be no discrimination as to race, sex, color, creed or national origin.
12. **INSURANCE.** The Consultant shall provide insurance as follows:
 - A. **Commercial General Liability:** Coverage shall have minimum limits of \$1,000,000 Per Occurrence, \$2,000,000 aggregate for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent Consultants; Products and Completed Operations and Contractual Liability.
 - B. **Business Auto Liability:** Coverage shall have minimum limits of \$500,000 Per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership.
 - C. **Workers' Compensation:** Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws.

The coverage must include Employers' Liability with a minimum limit of \$500,000 for each accident.

D. **Professional Liability:** Shall be maintained by the Consultant to ensure its legal liability for claims arising out of the performance of professional services under this Agreement. Consultant waives its right of recovery against County as to any claims under this insurance. Such insurance shall have limits of not less than \$1,000,000 each claim and in the aggregate.

Special Requirements: Collier County Government shall be listed as the Certificate Holder and included as an **Additional Insured** on the Comprehensive General Liability Policy.

Current, valid insurance policies meeting the requirement herein identified shall be maintained by Consultant during the duration of this Agreement. The Consultant shall provide County with certificates of insurance meeting the required insurance provisions. Renewal certificates shall be sent to the County ten (10) days prior to any expiration date. Coverage afforded under the policies will not be canceled or allowed to expire until the greater of: ten (10) days prior written notice, or in accordance with policy provisions. Consultant shall also notify County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage or limits received by Consultant from its insurer, and nothing contained herein shall relieve Consultant of this requirement to provide notice.



Consultant shall ensure that all subcontractors/sub-Consultants comply with the same insurance requirements that he is required to meet.

13. **INDEMNIFICATION.** To the maximum extent permitted by Florida law, the Consultant shall indemnify and hold harmless Collier County, its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, whether resulting from any claimed breach of this Agreement by Consultant, any statutory or regulatory violations, or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant or anyone employed or utilized by the Consultant in the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph.

This section does not pertain to any incident arising from the sole negligence of Collier County.

13.1 The duty to defend under this Article 13 is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Consultant, County and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to Consultant. Consultant's obligation to indemnify and defend under this Article 13 will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

14. **CONTRACT ADMINISTRATION.** This Agreement shall be administered on behalf of the County by the Tourism Department.
15. **CONFLICT OF INTEREST.** Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. Consultant further represents that no persons having any such interest shall be employed to perform those services.
16. **COMPONENT PARTS OF THIS CONTRACT.** This Contract consists of the following component parts, all of which are as fully a part of the contract as if herein set out verbatim: Consultant's Proposal, Insurance Certificate(s), RFP #15-6419 and any and Addendum/Addenda, Exhibit A- Scope of Services and Exhibit B - Price Schedule.
17. **SUBJECT TO APPROPRIATION.** It is further understood and agreed by and between the parties herein that this agreement is subject to appropriation by the Board of County Commissioners.



18. **PROHIBITION OF GIFTS TO COUNTY EMPLOYEES.** No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any County employee, as set forth in Chapter 112, Part III, Florida Statutes, Collier County Ethics Ordinance No. 2004-05, as amended, and County Administrative Procedure 5311. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with County staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the County for a specified period of time, including but not limited to: submitting bids, RFP, and/or quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause.
19. **COMPLIANCE WITH LAWS.** By executing and entering into this agreement, the Consultant is formally acknowledging without exception or stipulation that it agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to this Agreement, including but not limited to those dealing with the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended; taxation, workers' compensation, equal employment and safety (including, but not limited to, the Trench Safety Act, Chapter 553, Florida Statutes), and the Florida Public Records Law Chapter 119, including specifically those contractual requirements at F.S. § 119.0701(2)(a)-(d) and (3) stated as follows:
- (2) In addition to other contract requirements provided by law, each public agency contract for services must include a provision that requires the Consultant to comply with public records laws, specifically to:
- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Consultant upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.



(3) If a Consultant does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the contract.

If Consultant observes that the Contract Documents are at variance therewith, it shall promptly notify the County in writing. Failure by the Consultant to comply with the laws referenced herein shall constitute a breach of this agreement and the County shall have the discretion to unilaterally terminate this agreement immediately.

20. **OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES.** Collier County encourages and agrees to the successful proposer extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful proposer.
21. **AGREEMENT TERMS.** If any portion of this Agreement is held to be void, invalid, or otherwise unenforceable, in whole or in part, the remaining portion of this Agreement shall remain in effect.
22. **ADDITIONAL ITEMS/SERVICES.** Additional items and/or services may be added to this contract in compliance with the Procurement Ordinance and Purchasing Procedures.
23. **DISPUTE RESOLUTION.** Prior to the initiation of any action or proceeding permitted by this Agreement to resolve disputes between the parties, the parties shall make a good faith effort to resolve any such disputes by negotiation. The negotiation shall be attended by representatives of Consultant with full decision-making authority and by County's staff person who would make the presentation of any settlement reached during negotiations to County for approval. Failing resolution, and prior to the commencement of depositions in any litigation between the parties arising out of this Agreement, the parties shall attempt to resolve the dispute through Mediation before an agreed-upon Circuit Court Mediator certified by the State of Florida. The mediation shall be attended by representatives of Consultant with full decision-making authority and by County's staff person who would make the presentation of any settlement reached at mediation to County's board for approval. Should either party fail to submit to mediation as required hereunder, the other party may obtain a court order requiring mediation under section 44.102, Fla. Stat.
24. **VENUE.** Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate federal or state courts in Collier County, Florida, which courts have sole and exclusive jurisdiction on all such matters.
25. **KEY PERSONNEL.** The Consultant's personnel and management to be utilized for this project shall be knowledgeable in their areas of expertise. The County reserves the right to perform investigations as may be deemed necessary to ensure that competent persons will be utilized in the performance of the contract. The Consultant shall assign as many

people as necessary to complete the project on a timely basis, and each person assigned shall be available for an amount of time adequate to meet the required service dates. The Consultant shall not change Key Personnel unless the following conditions are met: (1) Proposed replacements have substantially the same or better qualifications and/or experience. (2) that the County is notified in writing as far in advance as possible. The Consultant shall make commercially reasonable efforts to notify Collier County within seven (7) days of the change. The County retains final approval of proposed replacement personnel.

26. **ORDER OF PRECEDENCE.** In the event of any conflict between or among the terms of any of the Contract Documents, the terms of the Request for Proposal, the Consultant's Proposal, and/or the County's Board approved Executive Summary, the Contract Documents shall take precedence.
27. **ASSIGNMENT.** Consultant shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. Any attempt to assign or otherwise transfer this Agreement, or any part herein, without the County's consent, shall be void. If Consultant does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Consultant all of the obligations and responsibilities that Consultant has assumed toward the County.

* * * * *



IN WITNESS WHEREOF, the parties hereto, have each, respectively, by an authorized person or agent, have executed this Agreement on the date and year first written above.

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

ATTEST:
Dwight E. Brock, Clerk of Courts

By: _____

By: _____
Tim Nance, Chairman

Dated: _____
(SEAL)

Hunden Strategic Partners, Inc., (Consultant)

First Witness

By: _____
Signature

↑Type/print witness name↑

↑Type/print signature and title↑

Second Witness

↑Type/print witness name↑

Approved as to Form and Legality:

Assistant County Attorney

Print Name

SR1
CAO

EXHIBIT A – SCOPE OF SERVICES

15-6419 Sports Facilities Assessment

The Consultant shall perform a sports and event facilities assessment for Collier County Florida, on behalf of the Sports Marketing section of the Naples, Marco Island, Everglades Convention & Visitors Bureau (CVB), a division of Collier County Government. The proposed assessment (study) will include sports participation trends, a detailed analysis of current sports facilities, an analysis of facilities needed in the near and distant future, a sports marketing plan, detailed revenue and expense analysis and projected constructions costs for needed or expanded facilities. The goal of the assessment is to evaluate the existing parks, recreation and school facilities and make recommendations for the County's current and future needs.

The Consultant shall provide the following services, including but not limited to:

- 1) Identify and document present condition of sports, training, special event and performance facilities and infrastructure.
- 2) Conduct public meetings, surveys and staff and stakeholder interviews.
- 3) Provide report of participation and usage rates, comparison to other counties of similar size, national standards, resident needs.
- 4) Identify opportunities to optimize current space.
- 5) Review and project demographic trends.
- 6) Projection of future space/facility needs.
- 7) Provide analysis of the cost/benefits of providing new sports, training and special event and performance facilities.
- 8) Provide analysis of the cost/benefits of building a competition venue/stadium.
- 9) Recommend best direction to optimize and package our current and/or proposed facilities.
- 10) Prioritize future facility development and provide cost estimates (construction and operation).
- 11) Provide timeline for the entire assessment process including deliverables.
- 12) Evaluate regional facility offerings and make recommendations for future development.



EXHIBIT B - PRICE SCHEDULE

15-6419 Sports Facilities Assessment

Tasks Description	LUMP SUM FEE - NOT TO EXCEED
Task 1 - Kickoff, Project Orientation, Interviews	\$11,895
Task 2 - Economic, Demographic & Tourism Analysis	\$2,680
Task 3 - Facilities Condition Assessment; Historical Demand & Financial Profile	\$4,480
Task 4 - Local Supply & Demand Analysis	\$5,015
Task 5 - Regional Facilities Analysis	\$5,710
Task 6 - Sports Tournaments & Opportunity Analysis	\$4,340
Task 7 - Recommendations: PowerPoint Preliminary Presentation	\$6,070
Task 8 - Conceptual Drawings & Budget	\$4,220
Task 9 - Sports Marketing Plan	\$4,740
Task 10 - Demand and Financial Projections	\$5,270
Task 11 - Impact Analysis (Cost/Benefit)	\$5,000
Task 12 - Draft Report	\$3,100
Task 13 - Final Report & Presentations	\$5,380
Sub Total	\$67,900
Direct & Travel Expenses	\$2,100
TOTAL LUMP SUM	\$70,000

