

**CITY OF MYRTLE BEACH**

**17-R0086**

**REQUEST FOR PROPOSAL**

**FOR**

**MANAGEMENT SERVICES/PROJECT PARTICIPATION**

**PERFORMING ARTS CENTER AND AMPHITHEATER**

**May 23, 2017**

**CITY OF MYRTLE BEACH – GENERAL INSTRUCTIONS**

**MUST BE SIGNED AS PART OF REQUEST FOR**

**PROPOSAL PACKAGE**

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DEFINITIONS:

City of Myrtle Beach – herein referred to as “City.”

B. RFP – Request for Proposal

C. Offeror – any vendor, proprietor, business, company, service provider, or corporation who submits a proposal to the City.

D. Proposal – the collection of documents that includes these general instructions, the scope of work and/or specifications, a written offer, and signature page to be used for consideration in negotiations and/or contract development.

E. Addendum – a written change, addition, alteration, correction, or revision to a proposal document.

F. Bond – provides financial assurance that the proposal has been submitted in good faith, that an offeror will enter into a contract at the amount proposed, and will provide the appropriate performance and payment bonds.

G. Bid Bond – an insurance agreement, accompanied by a monetary commitment, by which a third party accepts liability and guarantees that the bidder will not withdraw from the bid.

H. Performance Bond – guarantees execution of the terms of a contract.

I. Payment Bond – covers payment of subcontractors, laborers, and materials suppliers associated with the project.

2.0 AUTHORITY:

2.01 Equal Weight and Force. The instructions herein contained are given for the purpose of guidance in properly preparing an applicable proposal. These directions have equal weight and force with the specifications and strict compliance is required with all of the

provisions. Unless otherwise stated in the special instructions of the proposal, these general instructions will apply.

2.02 Written Explanations. Only written information from the procurement manager or an authorized representative of the purchasing division is binding; therefore no verbal instructions or verbal information from any other source will be binding on the City. The City will not be responsible for any other explanation or interpretation and the decision of the procurement manager or an authorized representative of the purchasing division shall be final and binding upon each Offeror.

2.03 Disputes with Written Explanations. The written specifications are considered clear and complete. Failure of the Offeror to call attention in writing to any disputes, definitions, discrepancies, inconsistencies or incompleteness before the opening of the proposal in the time and manner set forth herein is a waiver of right to do so upon opening of the proposals. Clarifications requested by Offerors must be in writing not less than three (3) days before date and time set for receipt of proposals.

2.04 Written Addenda. Should the procurement manager deem it necessary to alter proposal specifications, those alterations will be made in the form of written addenda that will be mailed to all Offerors. These addenda shall then be considered as part of these specifications.

### 3.0 REQUIREMENTS FOR WRITTEN DOCUMENTS:

3.01 Availability of Documents. Proposal documents may be obtained through the City of Myrtle Beach website ([www.cityofmyrtlebeach.com](http://www.cityofmyrtlebeach.com)), or in person at the City of Myrtle Beach Purchasing Office, 3231 Mr. Joe White Avenue, Myrtle Beach, SC 29577, Monday through Friday (excluding City holidays), from 8:00 AM to 5:00 PM. Proposal documents may be mailed or sent via e-mail by vendor request only.

3.02 Non-Responsive Proposals. Proposals that are incomplete, unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures without initials, alterations or irregularities of any kind, may be declared non-responsive.

3.03 Document Completion. A proposal and signature document is provided as part of the solicitation. This form must be used in submitting a proposal and all pages of the proposal document must be completely filled out and signed by the Offeror. No proposal will be accepted unless submitted on the forms furnished herein. Erasures or corrections made on the proposal documents prior to submission must be initialed by the Offeror.

3.04 Contents of Proposal Packet. The general instructions, scope of work and/or specifications, and the proposal and signature document constitute the proposal packet. By submitting a proposal, the Offeror is deemed to have accepted all of the terms and conditions set forth in the proposal packet documents. All proposal packet documents, after completion by the Offeror, must be returned with the proposal in the same order as received by the Offeror.

3.05 Single Package Requirement. Unless otherwise stated in the special instructions section of this proposal request, submit one complete proposal package using the attached form(s), if applicable, for proposed pricing.

3.06 Proposal Submission. Each proposal must be enclosed in a sealed envelope, clearly marked on the outside with information as stated on the cover page and delivered to the procurement buyer. If the required information is not clearly stated on the outside of the envelope, the proposal is considered nonresponsive. Proposals submitted after the date and time set for receipt will be returned to the Offeror unopened.

3.07 Proposal Delivery/Opening. All proposals must be sealed, marked and delivered in accordance with these instructions to Purchasing Division, City of Myrtle Beach, 3231 Mr. Joe White Avenue, Myrtle Beach, SC 29577. Proposals are not subject to a formal proposal opening.

3.08 Document Ownership. All documents, reports, proposals, submittals, working papers or other material submitted to the City from the Offeror shall become the sole and exclusive property of the City, in the public domain, and are not the property of the Offeror. The Offeror shall not copyright, or cause to be copyrighted, any portion of any of said documents submitted to the City as a result of this solicitation.

4.0 FULL EXAMINATION:

4.01 Thorough Investigation. Offerors shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment and/or service to be performed as required by the proposal conditions. No plea of ignorance by the Offeror of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the Offeror to make the necessary examination and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation.

4.02 Pre-Proposal Meetings. When Offerors are required to make site visits or attend pre-proposal meetings, all expenses shall be paid for by the Offeror, unless previous written arrangements are made with the City.

4.03 Evidence of Examination. Submission of a proposal will be considered as conclusive evidence of the Offeror's complete examination, understanding and acceptance of the specifications.

5.0 PRICING:

5.01 Unit Pricing. Unit pricing will govern over extended prices unless otherwise stated in special instructions in this proposal request. All prices quoted should be firm. In those cases where a firm proposal cannot be made, consideration will still be given to all Offerors. Also, maximum or ceiling prices should be quoted where possible when proposal contain non-firm prices.

5.02 Changes in Cost. If during the term of the contract entered into as a result of this proposal, the cost of material(s) is/are increased through no act on the part of the contractor other than to comply with any prevailing rise in the market price(s) of material(s) used, it shall be the contractor's responsibility to notify the City of Myrtle Beach Purchasing Office in writing of the price increase(s) and the effective date of the increase(s). Price(s) shall be increased only to the point of absorbing additional cost(s) of material(s) paid for by the contractor. At any time during the term of the contract, the City may request that the contractor provide written documentation from the manufacturer/supplier of the material(s) to substantiate price increase(s).

If during the term of the contract, the cost of material(s) to the contractor is reduced, then the contractor shall reduce the contract price(s) and notify the procurement buyer in writing.

#### 6.0 CHANGES IN SPECIFICATIONS:

6.01 Authority of Specifications. It shall be understood that in all cases the terms and conditions, as detailed in the specifications, shall supersede terms and conditions, as detailed in the general instructions.

6.02 Deviation from Specifications. Any deviation from specifications must be noted in detail and submitted in writing with this proposal. Complete specifications should be attached for any substitutions offered, or when amplifications are desirable or necessary. The absence of a specification deviation statement and accompanying specifications will hold the Offeror strictly accountable to the specifications as written herein.

6.03 Changes after Award. Any changes in specifications, after the purchase order/contract has been awarded, must be with the written consent of the purchasing division; otherwise, the responsibility for such changes shall be with the Offeror.

#### 7.0 MODIFICATIONS:

7.01 Additional Work. No extras or additional work will be allowed or paid for unless such extras or additional work are/is ordered in writing by the purchasing division and with the price for such established and agreed upon before such extras are delivered or work is performed.

7.02 Adjustments to Items/Work. The City of Myrtle Beach shall have the right, without invalidating the contract, to make additions to or deductions from the items or work covered by the specifications. In case such deductions or additions are made, an equitable price adjustment shall be made between the City and the contractor. Any such adjustments in price shall be made in writing.

#### 8.0 AWARD CRITERIA/TIMELINE



8.01 Contract Issuance. The award of a contract is accomplished by executing a written agreement that incorporates the entire proposal, Offeror's response, clarifications, addenda, and additions. All such materials constitute the contract documents. The Offeror agrees to accept the contract terms unless substantive changes are made without the approval of the Offeror. The procurement office is the sole point of contact for the issuance of the contract.

8.02 Contract Timeline. In the event the successful Offeror fails or refuses to execute a formal written contract with the City of Myrtle Beach in form and content acceptable to the City, within ten (10) City business days after notice of acceptance of the proposal, the proposal may be revoked, and all obligations of the City in connection with the proposal may be canceled.

8.03 Notification. Proposal tabulations will be available on-line at [www.cityofmyrtlebeach.com/purchasing.html](http://www.cityofmyrtlebeach.com/purchasing.html). Winning Offeror will be notified five (5) City business days after proposal tabulations are posted.

#### 9.0 OFFEROR RESPONSIBILITIES:

9.01 Duration of Proposal. Proposal prices, terms and conditions shall be firm for a period of at least one hundred twenty (120) calendar days from the deadline for receipt of submittal, or until such time as established in the proposal. The successful proposal shall not be subject to future price escalation or changes of terms if accepted during the one hundred twenty (120) day period, or the specified proposal time. Price decreases or changes in terms by others after the acceptance of a proposal will not be considered.

9.02 Transfer of Responsibilities. The contractor shall not assign or otherwise transfer any of its responsibilities or obligations under the contract to any other person or entity without prior written consent of the City.

#### 10.0 INDEMNITY CLAUSE:

10.01 Hold Harmless. The contractor agrees to indemnify and save harmless the City of Myrtle Beach, its representatives, employees and agents, from all claims, demands, actions, suits and liabilities arising

from the contractor's own fault or negligence or through the negligence or fault of the manufacturer of goods supplied by the contractor. This obligation shall extend to and include, all litigation costs and reasonable attorney fees incurred by the City in response to such claims, demands, actions or liabilities, provided it is ultimately determined that such claims result from the contractor's or manufacturer's fault or negligence.

#### 11.0 FEDERAL AND STATE LAWS:

11.01 Employment Regulations. Offerors shall comply with all local, state, and federal directives, orders, and laws as applicable to this proposal and subsequent contract(s) including, but not limited to Equal Employment Opportunity (EEO), in compliance with executive Order 11246, Minority Business Enterprise (MBE), and Occupational Safety and Health Act (OSHA), as applicable to this contract and Immigration Bill H4400 which states that every contractor doing business with the City of Myrtle Beach for the physical performance of services with the total value of the contract to be performed in a twelve month period exceeding fifteen thousand dollars (\$15,000.00) must agree to the following:

A. Register and participate in the federal work authorization program to verify the employment authorization of all new employees; and require agreement from its sub-contractors to do the same; or

B. To employ only workers who:

1. Possess a valid South Carolina Driver's License or ID issued by the South Carolina Department of Motor Vehicles;
2. Are eligible to obtain a South Carolina Driver's License or ID card in that they meet the requirements.
3. Possess a valid Driver's License or ID card from another state where the requirements are at least as strict as those in South Carolina.

#### 12.0 FINANCIAL ACCOUNTING:

12.01 Representation. The selected Offeror shall assign a competent account representative acceptable to the City of Myrtle Beach who will represent the Offeror in providing contracted services to the City. If the

account representative is removed by the Offeror, the new representative must be acceptable to the City.

12.02 Payment. Payments shall be made to the contractor within thirty (30) calendar days of receipt of invoice after inspection by and acceptance of the material, goods and/or service by an authorized representative of the City.

#### 13.0 PROPOSAL REJECTION/WITHDRAWAL:

13.01 Reasons for Rejection. The City of Myrtle Beach may reject a proposal if:

- A. The Offeror misstates or conceals any material fact in the proposal; or if,
- B. The proposal does not strictly conform to the law or requirements of the proposal; or if,
- C. The proposal is conditional, except that the Offeror may qualify his/her proposal for acceptance by the City on an “all or none” basis, or a “low item” basis. An “all or none” basis proposal must include all items upon which proposals are invited.

13.02 Best Interest of City of Myrtle Beach. The City may, however, reject all proposals whenever it is deemed in the best interest of the City to do so, and may reject any part of a proposal unless the proposal has been qualified as provided in statement. The City may also waive any minor informalities or irregularities in any proposal.

13.03 Withdrawal Timeline. Proposals may be withdrawn on a written request, received from Offerors prior to the proposal closing date and time. Negligence on the part of the Offeror in preparing the proposal creates no right for withdrawal of the proposal after the proposal has been opened. No modifications, clarifications, or explanations of any proposals will be allowed after the date and time of closing.

#### 14.0 PROTESTS:

14.01 Procedures/Timelines. Protest of Proposal Specifications, Contract Terms, and Intent to Award:  
Specifications and contract terms shall be made available for inspection and copying. Unless a different deadline is specified in the RFP,

protests of the proposal specifications or contract terms shall be presented to the City in writing within five (5) City of Myrtle Beach business days prior to proposal closing. Such protest or request for change shall include the reasons for protest or request, and any proposed changes to specifications or terms. Envelopes containing protests of specifications shall be marked and mailed, or hand delivered within five (5) city of Myrtle Beach business days to the procurement buyer. No protest against award because of the content of proposal specifications or contract terms shall be considered after the deadline established for submitting such protest in paragraph A above. Submission of a proposal without the timely submission of protest of specifications or contract terms is deemed a waiver to the right to protest specifications or contract terms. A decision by the procurement buyer shall be given in writing in each of such cases at least one (1) City of Myrtle Beach business day before the time set for the opening of proposals. A copy of the decision may be obtained at the procurement manager's office. If, in the judgment of the procurement manager, the previously mentioned inquiry requires explanation or interpretation, any such explanation or interpretation of said plans, specifications, or other contract documents will be made by written addendum duly issued with copies mailed or delivered to each person or firm receiving a set of contract documents.

The written purchase order shall constitute a final decision of the City of Myrtle Beach to award the contract if no written protest is filed with the City within five (5) City of Myrtle Beach business days of the posting of the proposal tab. If a protest is timely filed, the purchase order is a final decision of the City only upon issuance of a written decision denying the protest and affirming the award. Purchasing buyer shall notify winning Offeror at which time proposal tab will be posted on the City website. It is the responsibility of the Offeror to check the website. Any actual Offeror who is adversely affected or aggrieved by the award of the contract to another Offeror on the same solicitation shall have five (5) City of Myrtle Beach business days after the posting of proposal tab to submit to the City a written protest of the award. The written protest shall specify the grounds upon which the protest is based. The City shall not entertain a protest submitted after the time period established in this rule or such different period as may be provided in the City's request for proposals. Offerors must submit written protests of the intent to award to the procurement manager within five (5) business days. The written protest must include name and contact information of the protestor, solicitation, title and number, the grounds upon which the protest is based, and relief expected.

15.0 CITY RESERVED RIGHTS:

15.01 Reserved Rights. The City of Myrtle Beach expressly reserves the following rights:

- A. To reject any and/or all irregularities in the proposals submitted
- B. To reject any and all proposals, or parts thereof, as deemed in the best interest of the City.
- C. To base awards due with regard on quality of services, experiences, compliance with specifications, and other such factors as may be necessary in the circumstances.
- D. To make the award to any Offeror who, in the opinion of senior management, is in the best interest of the City.
- E. To make award based on negotiations conducted in accordance with this solicitation or on the basis of a best and final offer by the Offeror.
- F. Only the evaluation factors specified in this solicitation may be used as a basis for award.

15.02 Final Judgment. If any doubt or difference of opinion arises between the City of Myrtle Beach and the Offeror as to the interpretation of this request for proposal, the decision of the City will be final and binding upon all parties.

15.03 Clarification. The City of Myrtle Beach reserves the right to obtain clarification on any point in the Offeror's proposal. The failure of the Offeror to make additional information available could result in the rejection of the response. Such clarification might involve the delivery of demonstration equipment to the City for evaluation purposes. Such hardware will be provided at no cost to the City. The City is not obliged to evaluate any or all products.

15.04 Negotiation. After determining the lowest responsive Offeror, but prior to the notice of award to any offeror, the City of Myrtle Beach may elect to open negotiations with the selected responsive and responsible Offeror in an effort to improve the proposal for a period of five (5) days. In these negotiations, the City may address scope of work, unit pricing, or any other contractual requirements fairly contained within the proposal documents. In the event that the apparent responsive and responsible low Offeror should decline to negotiate, or

should negotiations commence but fail, the City shall reject all proposals.

16.0 ADA COMPLIANCE:

16.01 Contact Information. Questions concerning the proposal requirements or specifications should be directed in writing to the procurement buyer shown on the front page of this proposal package. If you need disability-related accommodations, please contact (843) 918-2170.

17.0 SIGNATURES:

17.01 Accuracy and Completeness. The authorized signer of the proposal shall represent and warrant that they have been sufficiently informed in all matters relating to the specified products; that they have checked their proposal for errors and omissions; that the prices stated in their proposal are correct and as intended are a complete and correct statement of prices.

17.02 Compliance. By Signature below the Offeror affirms that they have examined, understands and accepts all instructions, specifications and conditions, and will provide for appropriate insurance, deposits, and performance bonds if required, and will comply fully with specifications as attached for the agreed contract, especially where materials and work are involved, and that any and all registration requirements where required for Offerors as set forth in law are met.

18.0 SPECIFICATIONS (see pages 15-28)

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Signature of Offeror

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Date of Signing

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**Print Name of Offeror**

**If more convenient, tabulations are available for pick-up after final award. No proposal tabulations will be faxed.**

## 18.0

### PERFORMING ARTS CENTER/AMPHITHEATER PROJECT INTRODUCTION

**Background:** The City of Myrtle Beach desires to construct a Performing Arts Center on the Convention Center property located north of 21st Avenue North between Oak Street and Robert Grissom Parkway. The proposed site is just north of the recently constructed Myrtle Beach Sports Center. Burroughs & Chapin Boulevard will be extended from its terminus just west of Oak Street to Robert Grissom Parkway on the north side of the Convention Center property, adjacent to Broadway at the Beach. Access to the new Performing Arts Center will be provided from the newly constructed Burroughs & Chapin Boulevard, as well as from Oak and Farlow Streets. A site map is included as Exhibit 1.

Recognizing the financial challenges of operating a Performing Arts Center, the success of large outdoor music festivals in the City (e.g. Carolina Country Music Festival <http://carolinacountrymusicfest.com/>), the City desires to use additional property which it owns located to the west of the proposed Performing Arts Center site. The City has recognized the potential for a successful "Amphitheater" Facility in our area and desires to consider a unique model for meeting both the desire for a Performing Arts Center and for an Amphitheater Facility.

**Project Goals:** The goals of this proposed complex are:

- Operationally, with respect to the Performing Arts Center (the indoor facility):
  - To provide a venue for musical, dance, variety, and theatrical performance, with the primary audience being the citizens of Myrtle Beach and the surrounding communities.
  - To complement the adjacent Convention Center and Sports Center. See Exhibit 2.
- Operationally, with respect to the Amphitheater (the outdoor facility):
  - To drive new tourists to the City by providing a new facility (which would be unique in the market) for outdoor musical, dance, variety, and theatrical performances.
  - To complement the existing adjacent Convention Center and Sports Center.
- Financially the facility is proposed both to address the need for a venue to provide cultural amenities for our citizens as well as to open a new market for tourism. The City desires:
  - That, collectively, the complex be self-supporting. We expect losses at the indoor venue to be covered by profits at the amphitheater.
  - To maximize the number of out-of-town visitors attending the musical and theatrical events in the facilities.

**Project Status:** The City has three design/build proposals in hand for a total of \$9.8 million. No final selection has been made, but the proposal favored by the City's Review Committee and the City Manager is included as Exhibit 3. The Technical and Artist

Description of the facility is included as Exhibit 4. As an element of this RFP the City asks for each respondent to review that proposal, to offer suggestions for improvements and modifications, and to indicate their willingness to invest in those suggested improvements/modifications.

**Scope of Required Services:** The City of Myrtle Beach seeks a private sector partner to manage, market and operate the Amphitheater/ Performing Arts Complex proposed to be located in the Center of Myrtle Beach in the Broadway Entertainment District (see Exhibit 1). The private sector partner is also asked to comment on the existing plans and to make a financial commitment to the construction of this facility.

**Task 1 – Review the architectural concepts attached as Exhibit 2:**

- Provide comments on modifications that you would propose to this design, with an estimate for the cost/savings attributable to each modification.
- Describe how each modification would help to attain the goals described above.
- Prioritize these proposed modifications.

**Task 2 – Detail your proposed financial commitment to this project** (note: The City’s budget for design and construction of this project is fixed at \$9.8 million).

- Propose the initial capital contribution that you are willing to make toward this project.
- Note any architectural modifications to which those contributions are directed.

**Task 3 – Describe how you propose to meet the City’s goals (see page 2):**

- Proposed staffing plan.
- Other operating support.
- Marketing plan.

**Task 4 – Describe your experience with similar facilities. Please include:**

- A list of similar facilities under management. Provide references.
- Relationships with ticket management agencies.
- Parking management experience.
- Concessions management experience.
- Security management experience.
- A description of your typical business model.
- Experience in sponsorships and naming rights.

**Task 5 – Describe your access to potential performers and entertainment providers.**

**Task 6 – Incorporating all of the assumptions laid out in tasks 1- 5, provide a 5 year pro forma - please note that the City expects revenue**



from both operations to support 100% of our operational costs of this complex.

**Task 7 – Detail the key business terms of a proposed management agreement** - if you propose a capital contribution, explain the length and terms of an agreement necessary for you to justify this contribution.

**Evaluation Process** - The City understands the importance of an evaluation process that is viewed as "fair" by all participants and limiting contact with City representatives is the first step in achieving that goal. The City Manager has designated Ron Andrews, Special Projects Coordinator, Bruce Boulineau, Assistant City Manager, Mike Shelton CFO, and Paul Edwards, Convention Center Director as the evaluators of these proposals. Ron Andrews will chair the group. The task of this group is to present a recommendation to the City Manager for ultimate approval by City Council. Please note that the Evaluation Committee's recommendation is not binding on the City Manager nor on the City Council. The City reserves the right to reject all proposals.

**Process Discussion** – On Tuesday June 20 at 2:00 PM in the Myrtle Beach Convention Center located at 2101 North Oak Street, Myrtle Beach, South Carolina, a mandatory Pre-Proposal meeting will be held with all firms responding to the RFP. Attendance will be required for Proposal and award consideration. At that meeting, the City will attempt to clarify any issues that these firms may have. During the time responses to the RFP are being developed, questions or issues will be directed to Ron Andrews, Special Projects Manager by email at [randrews@cityofmyrtlebeach.com](mailto:randrews@cityofmyrtlebeach.com). All questions and all answers will be provided to all teams. The deadline for submitting questions is Friday July, 14, 2017. Contact with any other representatives of the City during this process will not be in keeping with the requirements of this RFP and may disqualify the Team. Upon receipt of the responses to this RFP, the City's representatives will review each proposal, and may develop a short list on the basis of the written responses.

It is anticipated that the City's representatives will meet with each short listed firm to receive a presentation. The time allotted for each firm for the presentation and interview will not exceed 90 minutes (5 minutes for setup, 30 minutes for presentation, 50 minutes for questions and 5 minutes for clearing). The presentation format is at the discretion of the firm. The number of representatives from the firm attending the presentation and interview is also at the discretion of the firm. The number of firm members attending is not a factor in the points awarded for this category. These presentations and interviews will be held in a public meeting of the Committee and will be held at a City location to be determined later. The public, if present, will not be allowed to participate in the interview or to ask any questions at any time.

**Duration of Proposal** – Proposals will be firm for a period of 120 days after Proposal opening date.

**Final Evaluation and Ranking** - Based on a combination of the scores received on the written submission and the formal interview, the Committee will rank the firms in order of the scores. The selection committee will use only those criteria presented in the RFP in making their determinations. The evaluation committee will weigh the responses to each task on the following basis:

- Task 1 (10 points) – Review the architectural concepts (see Exhibit 2).
- Task 2 (10 points) – Detail your proposed financial commitment to this project.
- Task 3 (10 points) – Describe how you propose to meet the City’s goals.
- Task 4 (10 points) – Describe your experience with similar facilities.
- Task 5 (10 points) – Describe your access to potential performers and entertainment providers.
- Task 6 (10 points) – Incorporating all of the assumptions laid out in tasks 1- 5, provide a 5 year pro forma.
- Task 7 (10 points) – Detail the key business terms of a proposed management agreement.

**Approval by City Council** – After receiving a recommendation from the City Manager, the City Council will approve the final award subject to the successful negotiation of a contract between the parties. This negotiation will commence upon Council’s preliminary approval, and will take place between the firm’s representatives and the City Manager or his designee(s). Upon final approval of that contract the successful firm will be given notice to proceed by the City.

**Submission Requirements:** - The written response to this RFP must be received by the Procurement Office located at 3231 Mr. Joe White Avenue by 2:00 PM on Tuesday August 29, 2017. Six copies of all materials for review must be submitted. The Procurement Office will provide the responses received to Ron Andrews who will distribute to the Evaluation Committee. As soon as possible thereafter, the Committee will meet to openly discuss and rank the submittals.

**Closing Comment:** The City of Myrtle Beach understands and appreciates the significant effort by each of the firms responding to this RFP. Please be assured the Committee respects your participation in this process and anticipates a mutually beneficial public-private partnership.

Thank you for your interest.

**Site Map**



## Exhibit 2

### **Description of the adjacent Convention Center and Sports Center**

The site of the proposed Performing Arts Center and Amphitheater is part of a larger campus dedicated to creating economic impact for Myrtle Beach businesses. The **Myrtle Beach Convention Center** includes 100,800 square feet of column free exhibit space and over 30,000 square feet of ballroom and meeting space. All types of conventions, tradeshow, meetings and catered affairs are hosted in the center year round. On average, 700,000 event attendees visit the convention center each year. Adjoined to the center is the **Sheraton Myrtle Beach Convention Center Hotel**, a 400-room luxury property designed to accommodate the guests of the convention center.

On the opposite end of the campus stands the **Myrtle Beach Sports Center**, a 100,000 sf facility devoted to attracting just about any kind of indoor sports tournaments imaginable. The sports center is located just north of the site of the PAC/Amphitheater tract and is filled with athletes and their fans most every weekend. The 2,200 space parking lot located between the two facilities is managed by the convention center staff for both entities. Depending on availability, this parking is available for events at the PAC/Amphitheater.

**Design Proposal Recommended for Approval by the City's Review Committee  
and the City Manager**



**Myrtle Beach  
Performing Arts Center/  
Amphitheater (TEAM "B" Proposal)**

**DISCUSSION OF SUBMITTALS:** The Performing Arts Center Selection Committee created a list of desired components for the facility. The budget has a not to exceed limit of \$9.8 million. Each design team was instructed to include as many of the desired features as they deemed affordable under the cost maximum. Below is a list of desired components.

► **Items for Amphitheater:**

- A minimum 2,800 square foot covered stage
- A site graded traditional amphitheater configuration
- A 40,000 square foot durable surface area in front of the stage to allow portable seating
- Box seating at the rear of the durable surface area which will accommodate the sound and video control systems
- Additional areas behind the durable surface to accommodate and additional 12,000 patrons with concrete walks and concourses
- Vending areas, restrooms, ticketing gates, and fencing for the entire site

► **Items for Performing Arts Center:**

- Vehicular access from the new B&C Boulevard
- An amphitheater facility
- A fully functional PAC performance stage w/ all supporting performance systems
- Maximized parking supporting the performing arts center
- Tiered seating for a minimum of 600 patrons
- Acoustical construction for stage voices & not amplified sound
- Audience friendly control consoles & projection room
- Balcony & VIP boxes should be considered
- Accommodation for a minimum of 20 musicians
- Dressing rooms with facilities for 18-20 performers
- A green room w/ sink and intercom
- Restroom accommodation determined by code
- A scene workshop large enough for backdrops
- Scene & prop storage large enough for backdrops
- Costume workshop & storage
- A small rehearsal room
- General storage w/ a loading and unloading area
- Proscenium style stage house of ~ 3,000 square feet including fly space & sprung floor
- A multi-purpose rehearsal hall
- A black box theater w/ all supporting facilities
- A lobby/concourse area
- A box office, checkroom, gift shop, and concession area locate in lobby area
- Administrative office
- Sound & light booths with projection screen and projection system
- Intercom system, wireless internet, DVD player & video projector from FOH
- Fly tower rail for 8 scenes, grids, travelers, & motorize scrim & stage curtains

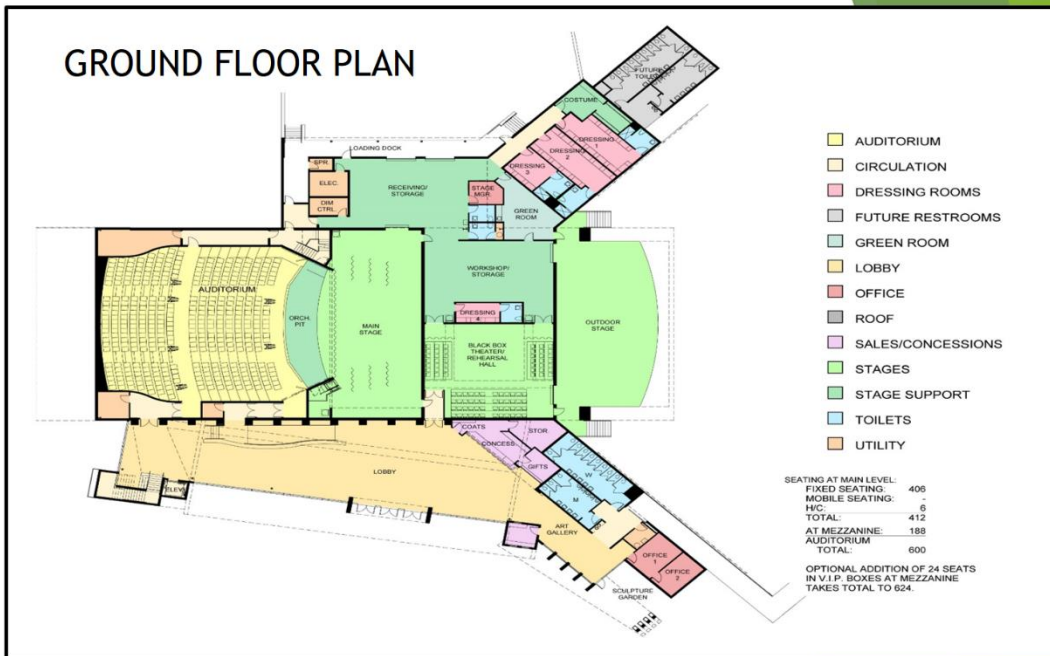
## TEAM B

**Highlights of proposal to be constructed within budget:**

- A) Building area is 29,920 square feet
- B) Performance stage is 2,700 square feet
- C) 29 paved parking spaces are proposed and 183 spaces on grasscrete are located at the rear of the amphitheater
- D) Motorized curtains and rigging to support 8 scenes
- E) 600 permanent patron seats with an option for 24 additional balcony, box seats
- F) An orchestra pit to accommodate 20 musicians
- G) A black box theater
- H) A rehearsal hall
- I) A workshop and storage area
- J) A 2,240 square foot amphitheater stage
- K) Receiving and storage area
- L) Theater stage lighting system
- M) Sound and light booths located at rear of balcony seating with a private entrance from the rear
- N) Large lobby with glass facade and natural lighting away from direct sun angle
- O) A grass "park area" between the PAC and the Sports Center

**Items not included that could be constructed in future phases:**

- A) All amenities to support the amphitheater including fencing, sidewalks, bathrooms, sound and lighting, and entrance pavilions
- B) Curtains, sound, and lighting systems for the black box theater
- C) Administration outfitting, food service equipment, and furniture
- D) Catwalks over the audience area
- E) Acoustical orchestra shell
- F) Bonds or permit fees
- G) Material testing during construction



## GROUND MAIN ENTRANCE



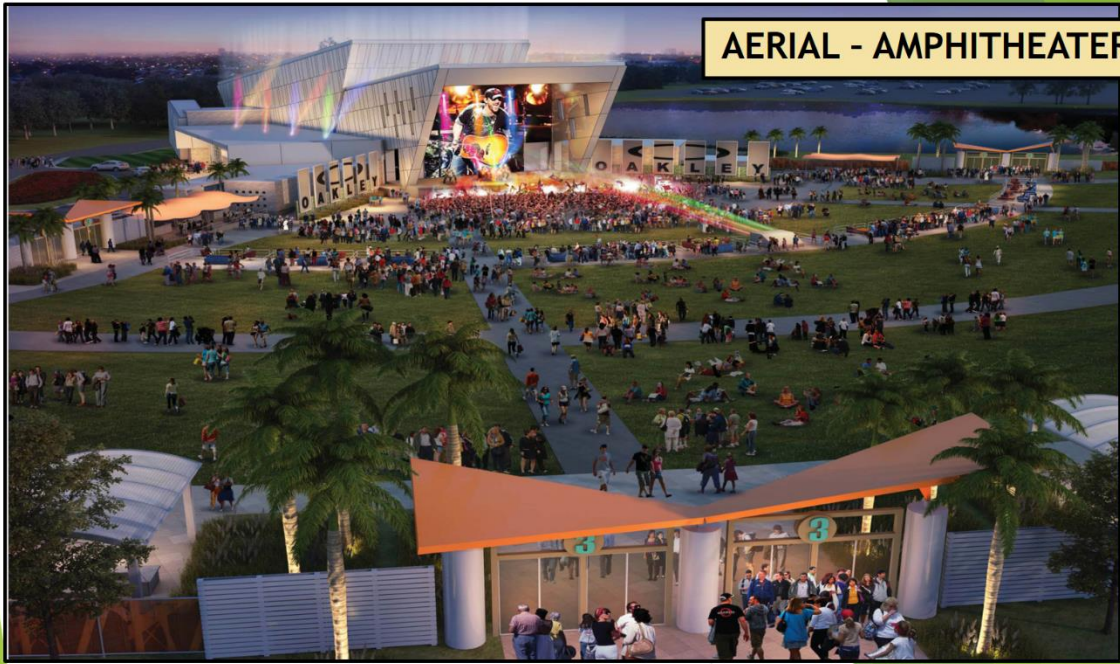
## AERIAL MAIN ENTRANCE







**PERFORMANCE HALL INTERIOR**



**AERIAL - AMPHITHEATER**

**PERFORMING ARTS CENTER TECHNICAL DESCRIPTION**

**House (Main Theater)**

- 600 tiered seats minimum with a small number of oversized chairs; handicapped accessible. Acoustically built for stage voices and not amplified sound. No acoustical material in theater until building is complete and sound checked.
- Control consoles and projection room — Located so that use will not interfere with the audience experience.
- To accommodate 20 musicians (handicapped accessible).

**Backstage**

- Dressing Rooms — To serve 18-20 actors. Equipped with mirrors, sinks, toilet and shower; handicapped accessible.
- Green Room — sink and intercom.
- Restrooms — Located adjacent to dressing rooms.
- Scene Workshop — large enough for backdrops.
- Scene and Prop Storage — large enough for backdrops.
- Costume Workshop/Storage — located adjacent to dressing rooms.
- Small Rehearsal Room — includes mirrors and soundproof.
- Stage Manager Area.
- Electrical Room.
- General Storage — includes piano/instrument, shell, stage risers, etc.
- Loading/Unloading Area — room for two trailers; roll-up oversized loading door; level with stage.

**Performing Spaces**

- Stage — Proscenium style. Approximately 3,000 sf includes fly space, sprung floor, large wing space and legs for scenery changes and actors.
- Multi-Purpose/Rehearsal Hall (approximately same size as acting stage area) with dance floor with mirrors for rehearsal. Equipped with barres and a piano. Sound proofed. Portable marley floor.
- Blackbox - Performing area with individual chairs on portable risers; catwalk/sound and lighting; and dressing rooms/storage space.

**Public Spaces**

- Lobby/Concourse Area - Approximately same size as acting stage area. 8 SF/person. The concourse space must be usable for other events.
- Box Office — Visible ticket window, preferably two — one for reserved seats and one for current seats.
- Checkroom — Sufficient in size for capacity of facility.

- Administrative Offices —Two offices (One 12'X12' and one 12'X16').
- Gift Shop/Concessions Area
- Restrooms — code compliant.

### **Equipment Requirements**

- Sound Booth.
- Light Booth.
- Sound Board Stage Left.
- Projection Screen and Projection System.
- Intercom System needed between stage and dressing rooms; and between lobby and backstage.
- Wireless Internet Access.
- DVD Player at FOH.
- Video Projector from FOH.

### **Mechanics**

- Fly Tower Rail. (accommodate 8 scenes)
- Fly Space with Catwalks.
- Grids.
- Travelers.
- HVAC—separate area to eliminate sound issues and control climate issues.
- Treat stage area and house as different HVAC zones.
- No noisy equipment in auditorium.
- Fire detection equipment should not be set off by fog or smoke.
- Stage curtains and scrim (motorized).

## **AMPHITHEATER FACILITY TECHNICAL AND SITE AMENITY DISCUSSION**

### **Site Requirements**

The model for constructing the stage for the Amphitheater Facility requires the stage to be constructed immediately on the exterior wall of the Performing Arts Center stage. The interior of the Performing Arts Center will have dressing rooms, storage areas and other amenities that can be used by the Amphitheater performers. Therefore, sufficient doorways at appropriate locations are necessary for this dual use to occur. Additionally, there are areas in the Performing Arts Center that would be available for "back stage" events for the Amphitheater performers. The stage of the amphitheater will be a minimum of 70 feet long and 40 feet in depth with a covered roof structure suitable for rigging. A means of ingress and egress from the back area to the stage and loading docks is necessary to allow personalized performance systems to be set-up by the performers. This could include a loading dock and/or suitable roll up door connecting the two stage areas. Two each 400 Amp, 3 Phase electrical panels should be located on the interior side of the back wall with cam lock connections located on both sides of the wall.

The area in the back of the Performing Arts Center will be graded to provide the traditional "amphitheater" configuration. A topographic survey is available. A general description of this area follows:

- Area in front of stage — this area should be of gentle slope rising in elevation as distance from the stage increases. This area should be of a durable surface and approximately 40,000 square feet to allow for standing or seated events.
- Box seating — at the back of the area described above, a number of box seating areas is provided. This area will also be where sound and video control systems are located. Therefore, consideration for the need to connect electrical and other conduits with the stage must be given.
- The remaining portion of the site will be used to complete the amphitheater configuration. It is desired to accommodate an additional 12,000 people in this area, bringing the total capacity to 18,000. Sloped concrete aisles will provide access to these areas. A photo of a traditional amphitheater is included to demonstrate the vision for this area.
- There are concourses on the top, bottom and intermediate location of this area to allow movement of people.
- Vendors — consideration was given to the location of vendors in the back and on the wings of this facility. Water, sewer and electrical needs were considered.
- Restrooms — permanent and temporary sites for restroom facilities will be provided. If appropriately designed, use of the restroom facilities in the Performing Arts Center could be allowed.
- The site will be controlled by fencing with entry locations for ticketing.