

REQUEST FOR QUALIFICATIONS
KEY WEST AMPHITHEATER MANAGEMENT

City of Key West RFQ # 19-003



MAYOR: TERI JOHNSTON

COMMISSIONERS:

**MARY LOU HOOVER
CLAYTON LOPEZ
JIMMY WEEKLEY**

**SAM KAUFMAN
BILLY WARDLOW
GREG DAVILA**



SUBJECT: CITY OF KEY WEST
REQUEST FOR QUALIFICATIONS # 19-003
KEY WEST AMPHITHEATER MANAGEMENT

ISSUE DATE: JANUARY 18, 2019

**MAIL OR DELIVER RESPONSES
TO:**

City Clerk
City of Key West
1300 White Street
Key West, Florida 33040

**CLARIFICATION SUBMITTAL
DEADLINE:** FEBRUARY 11, 2019 NO LATER THAN noon.

RESPONSES DEADLINE DATE: FEBRUARY 20, 2019 NO LATER THAN 3pm

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CITY OF KEY WEST RFQ # 19-003
KEY WEST AMPHITHEATER MANAGEMENT

A. GENERAL

A.1 Purpose

This Request for Qualifications (RFQ) is designed to provide firms with the information necessary for the preparation of competitive responses. The RFQ process is for the City's benefit and is intended to provide the City with comparative information to assist in the selection process. This RFQ is not intended to be a comprehensive list of all work and materials necessary to complete the project or supply goods and services. Each firm is responsible for determining all factors necessary for submission of a comprehensive response.

The firm or individual who is chosen shall provide services that involve expertise in amphitheater venue management. The City will consider qualifications that include a broad range of business, financial, and organizational structures and relevant experience in event and facilities management.

A.2 Project Description

The City of Key West (City) is seeking a firm or individual to provide services for management of the Key West Amphitheater located in the Truman Waterfront Park. These services are further described in Section B Scope of Work/Services.

Key services to provide are:

Administration
Financial Management
Marketing/Outreach
Venue Operations
City Services Liaison

The City of Key West seeks a strategic, creative and passionate firm to provide venue management of the Key West Amphitheater. It is the goal of the City to retain a firm that will develop and implement a plan to best utilize the Amphitheater to the benefit of the community and visitors alike. The plan should include developing a market-rate fee structure for use of the facility with the intent of providing an income stream to help maintain the Amphitheater as well as the overall Truman Waterfront Park facility. The City desires a firm that has broad-based experience with concerts and event management to create entertaining, lively, fun experiences at the Amphitheater. The successful firm will have the proven ability to manage a broad range of

events, understand long-term planning and have the ability to identify and secure sponsorship funding while creating and marketing programs to attract use of the Amphitheater. Demonstrated experience in working with a public agency or governmental entity is a plus.

It is the intent of this RFQ to identify an independent Venue Manager that will organize and manage the overall use of the Amphitheater for financially self-sustaining Events. The City of Key West expects the Venue Manager to work independently; however, the City will maintain a level of oversight in Event activities. The City of Key West reserves the right to have input on the overall strategy and may assist in outreach to stakeholders to help Events succeed. The selected Venue Manager will have open and frequent communication with the City and will coordinate for City support services.

A.3 Facility Description

The Amphitheater is owned by the City of Key West and is located within the Truman Waterfront Park in Key West, Florida. The open-air covered stage measures 60 x 40 feet. Refer to attached site plan for facility layout. The Amphitheater can accommodate approximately 3,500 patrons with reserved seating and spacious lawn seating. The “Amphitheater Site” generally includes the facility as well as the Grass Parking area located directly across the street (Quay Road), as identified on the TWP – Event Planning figure. Features include:

- 500 portable seats on hard surface
- Tiered lawn seating
- Covered stage with rigging structure
- ADA accessible walkways and ramps
- Site utilities for electric power supply
- Small restroom with adequate space to accommodate temporary portable toilets based on size of event
- Support space for temporary dressing rooms, green room, showers, etc.
- Vendor space including electrical service
- RV parking to accommodate “roady” crews
- Paved handicap parking and grass priority/VIP parking
- Grass area for bike/scooter parking
- Transit drop off.

The Amphitheater property is zoned Historic Residential Commercial Core 4 (HRCC-4), under

which the City noise ordinance requires that decibel levels at the property line must be equal to or below 85dBA or 94 dBA between hours of 11am and 2:59am. The CITY desires that the use of the Amphitheater will strike a balance that allows for concert enjoyment without unreasonable disturbance to the surrounding community, so some hours of use may be limited by the City.

A.4 Timetable

RFQ Advertised	January 19, 2019
Mandatory Pre-Submittal Meeting	January 30, 2019
Deadline for written questions	February 11, 2019
RFQ Submittal Due Date	February 20, 2019
Selection Committee Ranking	TBD – Publicly Advertised

B. SCOPE OF WORK/SERVICES

The Venue Manager will work independently to ensure proper operation of the Amphitheater while minimizing City involvement in event operations. The Venue Manager will be responsible for the administration, financial management, marketing/outreach, venue operations, and coordination with City services.

B.1 Administration

The Venue Manager will prepare and coordinate a master calendar of Amphitheater events, bookings and venue operations as reserved by Event Organizers, which shall be categorized by the type of use. The categories of use may include Large, Medium and Small ticketed events, as well as community-based events. The calendar needs to incorporate annual City events that may impact use of the Amphitheater and surrounding Truman Waterfront Park grounds.

For each Event, the Venue Manager, in conjunction with the Event Organizer, will determine all aspects of the venue set up and desired contracted services. A proposed plan addressing traffic, security, sound levels and desired City support services will be submitted to the City Special Events Coordinator by the Event Organizer for compliance with pre-established parameters developed by the Venue Manager in conjunction with the City. The plan must include CITY coordination and any additional approvals that may be necessary.

The Event Organizer is responsible for but not limited to talent, advertising, sponsorships, cost of all contracted and City services and venue fees.

B.2 Financial Management

The Venue Manager will submit a financial management plan for the City's approval. The plan will include a five-year operational financial forecast/proforma, which will be updated annually. The Venue Manager will provide monthly financial reports to the City. Key performance indicators will be established so that operations are financially stable and business plan goals are met. It is anticipated that all events will be charged a fee based on a rate structure developed by the Venue Manager in conjunction with the City. The fee will be commensurate with the market rate for the various proposed uses, but will also consider overall benefit and contribution to the community. The Venue Manager will provide recommendations on venue use fees and ticket surcharges as the basis for payment for use of the Amphitheater. Additional revenue sharing, performance guaranties, and any other sources of revenue that will accrue to the financial benefit of the Amphitheater may be considered; however, it is not the intent of the City to rely on percentage of the sale of food, beverages and merchandise for revenue. The Venue Manager will collect all up-front fees and settlement with Event Organizers following each event. The Venue Manager will provide a financial accounting of each event and submit payment to the City as required pursuant to the venue management agreement.

The Venue Manager will be responsible for developing and implementing a plan to increase revenues over time, including, but not limited to, soliciting event and venue sponsorship. Many amphitheatres are able to obtain multi-year sponsors which can make up a large component of facility income. Therefore, securing such long-term sponsorship will be an important responsibility of the Venue Manager.

B.3 Marketing / Outreach

The Venue Manager will prepare a facility usage plan that is active and diverse with the goal to fully realize the amphitheater's economic potential. The Venue Manager will actively market the amphitheater to concert and event promoters and will provide outreach to develop community and other cultural programming. The Venue Manager will coordinate with the City to help develop and maintain a Venue website, as well as social media accounts on behalf of the Venue.

B.4 Venue Operations

The Venue Manager will coordinate with Event Organizers for the facility usage. The Venue Manager will develop Standard Operating Procedures for Venue reservations and operation, and will work with the City to develop/modify agreements, establish insurance requirements and necessary forms for Event related services. The Venue Manager will assemble and maintain a listing of service providers which may be contracted by the Event Organizer to provide necessary services. The Event Organizer will be solely responsible for negotiating and contracting for such services, which may include but are not limited to:

- Sound System
- Lighting
- Ticketing/box office operations
- VIP Services
- Pre-post show VIP event
- Talent support spaces for dressing rooms, green room, showers, etc.
- Security/ Crowd Control
- Event Staff / Ushers
- Food and Beverage Vendors
- Merchandise Vendors
- Seating-set up and take down
- Transportation/wayfinding; Traffic/parking plan and control
- Site Control: barricades, gates, points of entry
- Sound levels: control, monitoring
- Portable Sanitation

- Cleanup on site and affected neighborhood areas
- Trash/ recycle on site and in neighborhood travel routes
- Perform an after-event review of City improvements to check for damages

The MANAGER shall comply with all CITY rules, regulations, and procedures governing the operation of the VENUE and require all professional entertainment to comply with any noise ordinance enacted by the CITY. The MANAGER shall ensure Event Organizers obtain a Special Events Permit, as necessary.

B.5 City Services

The Venue Manager will act as liaison for Event Organizers to plan and coordinate with the City for services which may include:

- Police
- Fire
- EMS/ First Aid
- Permits, Licenses
- Noise Exemption/Control/Monitoring

C. RESPONSE INFORMATION

C.1 Response Information

The evaluation of the RFQ will be based on a respondent's aptitude, experience and approach to tasks as identified herein by the City. Responses should be submitted to the submittal address by the date and time listed in the submission details. The City will not be responsible for submittals that are delinquent, lost, mismarked, or sent to an address other than that given above. The City reserves the right, after opening the submittal, to reject any or all responses, or to accept the response(s) that in its sole judgment is (are) in the best interest of the City. Also, the City will not be responsible for responses submitted after the specified date and time.

A **mandatory pre-Submittal Meeting will be held at 11:00 AM on January 30, 2019**, at Key West City Hall 1300 White Street, Key West, Florida. All questions from any Proposer regarding the RFQ or matters relating thereto must be submitted to Steve McAlearney smcalearney@cityofkeywest-fl.gov via email no later than **12:00 p.m. noon on February 11, 2019**. Each question must identify the section number in this RFQ for which clarification is being requested. City will respond to all properly submitted questions by addendum at least five (5) business days prior to the date that the Proposals are due. All questions will be posted as an addendum at www.cityofkeywest-fl.gov and www.DemandStar.com.

C.2 Submission Details:

1. **Submit to:**

City Clerk, City of Key West
1300 White Street
Key West, Florida 33040

2. **Due Date:** February 20, 2019. NO LATER THAN 3 PM

3. **Identification of Responses:**

Responses shall be submitted in a sealed envelope, clearly marked on the outside "**Qualifications for Key West Amphitheater Management, RFQ # 19-003**" addressed and delivered to the City Clerk at the address and by the date and time noted above.

C.3 Number of Copies:

Applicants shall submit (1) one printed copy and (2) two flash drives, each with a single PDF file of the complete qualifications submittal.

C.4 Response Preparation Costs:

Response preparation costs are the applicant's total responsibility.

C.5 Authorized Signature:

The initial response must contain the signature of a duly authorized officer or agent of the proposer's company empowered with the right to bind the respondent to the RFQ. The respondent must provide evidence of the authority of the officer or agent to bind the respondent.

C.6 Property of the City:

All responses and related materials provided to the City related to this RFQ will become the property of the City of Key West.

C.7 License Requirements:

The selected respondent will also be required to obtain and maintain a City of Key West Business Tax Receipt for the duration of the work.

C.8 Post Contractual Restriction:

Paragraph Not Used

C.9 Insurance /Indemnification:

Per Paragraph 7 in Appendix A (Sample Contract)

C.10 Cone of Silence:

Pursuant to Section 2-773 of the City of Key West Code of Ordinances, as amended, a "Cone of Silence" shall be in effect during the course of a competitive solicitation. Cone of Silence Affidavit, attached hereto under Exhibit A.

C.11 Response Evaluation:

The consultant's past performance providing similar services, approach, understanding of the required services, and experience of key personnel in providing venue manager services will be the principal basis for evaluation. Submitter Ranking Form, attached hereto as Exhibit B.

C.12 Response Selection:

All complete and responsive submittals will be evaluated by a City Manager appointed selection team at a publicly noticed meeting. The City of Key West reserves the right to ask questions, seek clarification of any or all Proposers as part of its evaluation. Evaluation and ranking will be accomplished using the Submitter Ranking Form. Up to three (3) highest rated Responses as determined by the City Manager appointed selection team will be considered “short-listed” firms. In the event of a ranking tie between the two or more firms, the highest three and ties will go forward to the City Commission. Each short-listed respondent may be required to make a presentation of no more than 10 minutes to the City Commission; the exact length of the presentation is up to the discretion of the Commission. Final award will be made by the City Commission, based solely on that response which, in their opinion, is in the best interest of the City of Key West, all factors considered, irrespective of the City Manager appointed selection team ranking.

A final contract, including a detailed scope and fee, must be negotiated by the City Manager and then approved by the City Commission. The City reserves the right, without qualification, to exercise discretion and apply its judgment with respect to any responses submitted, as well as to reject all responses.

C.13 Response Content:

The City requires the Proposer to submit a concise response clearly addressing all of the requirements outlined in this RFQ. Responses must include, at a minimum, the following sections in the order indicated.

1. *Cover Letter* – No more than one page
2. *Information Page* – Include project name, name of firm (prime) submitting the response, contact information for the person who will act as project manager and contact information for the person who has authority to make representations for the firm, including name, title, address, telephone and fax numbers and email addresses.
3. *Organization Chart* – Show prime consultant, sub-consultants, key personnel, areas of responsibility and location of personnel.
4. *Company Information* – Background information about the company and each subcontractor and the services each provides.

5. *Methodology and Approach* – Descriptions which enable the City to assess the proposer’s capability to perform venue management services in a structured and efficient manner.
6. *Personnel* – Resumes of the principals(s) assigned to the project and staff personnel, and/or subcontractors available to support the proposed efforts.
7. *Qualifications* – Description of relevant experience for the firm and each subcontractor connected with providing project work. Experience of team members working successfully together on other similar projects should be included.
8. *Representative Venue Management Experience and Client References* – Submit descriptions of similar assignments which were conducted by the consultant, including other agency/client’s contact name and telephone number.
9. *Sworn Statements and Affidavits* – The Consultant shall have signed and returned all forms attached herein as Exhibit A (Anti-Kickback, Public Entity Crimes, Equal Benefits for Domestic Partners, Cone of Silence) and in Appendices 1-13.

Total proposal length (not including required forms) will not exceed 20 double (40 single) side pages.

Exhibit A
Affidavits

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA

SS:

COUNTY OF MONROE

I the undersigned hereby duly sworn, depose and say that no portion of the sum herein response will be paid to any employee of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

BY: _____

sworn and prescribed before me this _____ day of _____, 2019

NOTARY PUBLIC, State of Florida

My commission expires:

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS,

1. This sworn statement is submitted to _____

by

for

(print individual's name and title)

_____ (print name of entity submitting sworn statement)

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is

(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement):

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "conviction" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 01, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime: or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime.

The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members and agent who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment of income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statute means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies).

Neither the entity submitting this sworn statement, or any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 01, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 01, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER

31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR THE CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(SIGNATURE)

(DATE)

STATE OF _____

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority
_____ who, after first being sworn by me,
(name of individual)
affixed his/her signature in the space provided above on this
_____ day of _____, 2019

_____ NOTARY PUBLIC

My commission expires:

EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF _____)

: SS

COUNTY OF _____)

I, the undersigned hereby duly sworn, depose and say that the firm of _____

_____ provides benefits to domestic partners of its employees on the same basis as it provides benefits to employees' spouses, per City of Key West Code of Ordinances Sec. 2-799.

By: _____

Sworn and subscribed before me this _____ day of _____ 20____.

NOTARY PUBLIC, State of _____ at Large

My Commission Expires:

Sec. 2-773. Cone of Silence.

- (a) *Definitions.* For purposes of this section, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:
- (1) *Competitive solicitation* means a formal process by the City of Key West relating to the acquisition of goods or services, which process is intended to provide an equal and open opportunity to qualified persons and entities to be selected to provide the goods or services. Competitive solicitation shall include request for proposals ("RFP"), request for qualifications ("RFQ"), request for letters of interest ("RFLI"), invitation to bid ("ITB") or any other advertised solicitation.
 - (2) *Cone of silence* means a period of time during which there is a prohibition on communication regarding a particular competitive solicitation.
 - (3) *Evaluation or selection committee* means a group of persons appointed or designated by the city to evaluate, rank, select, or make a recommendation regarding a vendor or the vendor's response to the competitive solicitation. A member of such a committee shall be deemed a city official for the purposes of subsection (c) below.
 - (4) *Vendor* means a person or entity that has entered into or that desires to enter into a contract with the City of Key West or that seeks an award from the city to provide goods, perform a service, render an opinion or advice, or make a recommendation related to a competitive solicitation for compensation or other consideration.
 - (5) *Vendor's representative* means an owner, individual, employee, partner, officer, or member of the board of directors of a vendor, or a consultant, lobbyist, or actual or potential subcontractor or sub-consultant who acts at the behest of a vendor in communicating regarding a competitive solicitation.
- (b) *Prohibited communications.* A cone of silence shall be in effect during the course of a competitive solicitation and prohibit:
- (1) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and the city's administrative staff including, but not limited to, the city manager and his or her staff;
 - (2) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and the mayor, city commissioners, or their respective staff;
 - (3) Any communication regarding a particular competitive solicitation between a potential vendor or vendor's representative and any member of a city evaluation and/or selection committee therefore; and
 - (4) Any communication regarding a particular competitive solicitation between the mayor, city commissioners, or their respective staff, and a member of a city evaluation and/or selection committee therefore.
- (c) *Permitted communications.* Notwithstanding the foregoing, nothing contained herein shall prohibit:
- (1) Communication between members of the public who are not vendors or a vendor's representative and any city employee, official or member of the city

commission;

- (2) Communications in writing at any time with any city employee, official or member of the city commission, unless specifically prohibited by the applicable competitive solicitation.

(A) However, any written communication must be filed with the city clerk.

Any city employee, official or member of the city commission receiving or making any written communication must immediately file it with the city clerk.

(B) The city clerk shall include all written communication as part of the agenda item when publishing information related to a particular competitive solicitation;

- (3) Oral communications at duly noticed pre-bid conferences;
- (4) Oral presentations before publically noticed evaluation and/or selection committees;
- (5) Contract discussions during any duly noticed public meeting;
- (6) Public presentations made to the city commission or advisory body thereof during any duly noticed public meeting;
- (7) Contract negotiations with city staff following the award of a competitive solicitation by the city commission; or
- (8) Purchases exempt from the competitive process pursuant to [section 2-797](#) of these Code of Ordinances;

(d) *Procedure.*

- (1) The cone of silence shall be imposed upon each competitive solicitation at the time of public notice of such solicitation as provided by [section 2-826](#) of this Code. Public notice of the cone of silence shall be included in the notice of the competitive solicitation. The city manager shall issue a written notice of the release of each competitive solicitation to the affected departments, with a copy thereof to each commission member, and shall include in any public solicitation for goods and services a statement disclosing the requirements of this ordinance.
- (2) The cone of silence shall terminate at the time the city commission or other authorized body makes final award or gives final approval of a contract, rejects all bids or responses to the competitive solicitation, or takes other action which ends the competitive solicitation.
- (3) Any city employee, official or member of the city commission that is approached concerning a competitive solicitation while the cone of silence is in effect shall notify such individual of the prohibitions contained in this section. While the cone of silence is in effect, any city employee, official or member of the city commission who is the recipient of any oral communication by a potential vendor or vendor's representative in violation of this section shall create a written record of the event. The record shall indicate the date of such communication, the persons with whom such communication occurred, and a general summation of the communication.

(e) *Violations/penalties and procedures.*

- (1) A sworn complaint alleging a violation of this ordinance may be filed with the city attorney's office. In each such instance, an initial investigation shall be performed to determine the existence of a violation. If a violation

is found to exist, the penalties and process shall be as provided in section 1-15 of this Code.

- (2) In addition to the penalties described herein and otherwise provided by law, a violation of this ordinance shall render the competitive solicitation void at the discretion of the city commission.
- (3) Any person who violates a provision of this section shall be prohibited from serving on a City of Key West advisory board, evaluation and/or selection committee.
- (4) In addition to any other penalty provided by law, violation of any provision of this ordinance by a City of Key West employee shall subject said employee to disciplinary action up to and including dismissal.
- (5) If a vendor is determined to have violated the provisions of this section on two more occasions it shall constitute evidence under City Code section 2-834 that the vendor is not properly qualified to carry out the obligations or to complete the work contemplated by any new competitive solicitation. The city's purchasing agent shall also commence any available debarment from city work proceeding that may be available upon a finding of two or more violations by a vendor of this section. (*Ord. No. 13-11, § 1, 6-18-2013*)

**LOCAL VENDOR CERTIFICATION PURSUANT TO CITY OF KEY WEST
ORDINANCE 09-22**

SECTION 2-798

The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a “Local Business.” For purposes of this section, “local business” shall mean a business which:

- a) Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one (1) year immediately prior to the issuance of the solicitation;

 - b) Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries; and

 - c) Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.
- Not a local vendor pursuant to Ordinance 09-22 Section 2-798
 - Qualifies as a local vendor pursuant to Ordinance 09-22 Section 2-798

If you qualify, please complete the following in support of the self-certification & submit copies of your County and City business licenses. Failure to provide the information requested will result in denial of certification as a local business.

Business Name: _____ Phone: _____ Current

Local Address: _____ Fax: _____ (P.O Box numbers may not be used to establish status)

Length of time at this address:

Signature of Authorized Representative Date

NOTARY

STATE OF ___ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _ _____, 20 ____.

By ____, of ____ (Name of officer or agent, title of officer or agent) Name of corporation
acknowledging)

or has produced _____ as identification.

Signature of Notary

Print, Type or Stamp Name of Notary

Title or Rank

Return Completed form with
Supporting documents to:
City of Key West Purchasing

CITY OF KEY WEST INDEMNIFICATION FORM

PROPOSER agrees to protect, defend, indemnify, save and hold harmless The City of Key West, all its Departments, Agencies, Boards, Commissions, officers, City’s Consultant, agents, servants and employees, including volunteers, from and against any and all claims, debts, demands, expense and liability arising out of injury or death to any person or the damage, loss of destruction of any property which may occur or in any way grow out of any act or omission of the PROPOSER, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the City as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of The City of Key West, all its Departments, Agencies, Boards, Commissions, officers, agents, servants and employees. The PROPOSER agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent. The City of Key West does not waive any of its sovereign immunity rights, including but not limited to, those expressed in Section 768.28, Florida Statutes.

These indemnifications shall survive the term of this agreement. In the event that any action or proceeding is brought against the City of Key West by reason of such claim or demand, PROPOSER shall, upon written notice from the City of Key West, resist and defend such action or proceeding by counsel satisfactory to the City of Key West.

The indemnification provided above shall obligate PROPOSER to defend at its own expense to and through appellate, supplemental or bankruptcy proceeding, or to provide for such defense, at the City of Key West’s option, any and all claims of liability and all suits and actions of every name and description covered above which may be brought against the City of Key West whether performed by PROPOSER, or persons employed or utilized by PROPOSER.

The PROPOSER’s obligation under this provision shall not be limited in any way by the agreed upon Contract Price as shown in this agreement, or the PROPOSER’s limit of or lack of sufficient insurance protection.

COMPANY SEAL

PROPOSER:

Address

Signature

Print Name

Date

Title

NOTARY FOR THE PROPOSER

STATE OF ___

COUNTY OF _

The foregoing instrument was acknowledged before me this _____ day of _ _____, 20____. By____,
of _____ (Name of officer or agent, title of officer or agent) Name of corporation
acknowledging)

or has produced _____ as identification.

Signature of Notary

Return Completed form with Print, Type or Stamp Name of Notary

Supporting documents to: City of Key West Purchasing

Title or Rank

Exhibit B

Submitter Ranking Form

Project Name: **Key West Amphitheater Management**

Project Number: RFQ #19-003

Firm

Date

SELECTION CRITERIA	POINTS ALLOWED	POINTS EARNED
Proposed Methodology and Approach to Administrative and Financial Management of Key West Amphitheater	50	
Qualifications of Assigned Personnel	20	
Qualifications of Firm	20	
Representative Venue Management Experience and Client References	10	
Total Points	100	

APPENDIX A
SAMPLE CONTRACT
(subject to negotiation)

PROFESSIONAL MANAGEMENT SERVICES AGREEMENT

THIS PROFESSIONAL MANAGEMENT SERVICES AGREEMENT dated this ____ day of _____, 2019, is by and between the City of Key West, a political subdivision of the State of Florida (hereinafter "CITY") and _____ (hereinafter the "MANAGER"), collectively, the "Parties".

RECITALS

WHEREAS, the principal purpose of CITY in entering into this AGREEMENT is to serve the public by providing entertainment at the Key West Amphitheater (VENUE); and

WHEREAS, the CITY has determined that it would be in the best interest of the citizens that the CITY be able to utilize the services of private persons for management, operations and promotional services at the VENUE when such services cannot be reasonably provided by the CITY; and

WHEREAS, the CITY has determined that it would be better to contract for these services than to hire the necessary personnel to satisfy the needs of the CITY in this regard.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the sufficiency of which being acknowledged hereby, the Parties agree as follows:

1. PROFESSIONAL MANAGEMENT SERVICES

The MANAGER shall work independently to ensure proper operation of the VENUE while minimizing CITY involvement in event operations. The MANAGER will be responsible for the administration, financial management, marketing/outreach, venue operations, and coordination with CITY services. The scope of these services is presented in further detail in the RFQ No.

19-003 KEY WEST AMPHITHEATER MANAGEMENT, and shall hereinafter be referred to as "Professional Management Services".

2. WORK

The MANAGER shall perform the Professional Management Services for which it is retained utilizing criteria from the RFQ anticipated Scope of Services as well as the review process.

3. EFFECTIVE DATE AND TERM

This Agreement shall be effective commencing _____, 2019 and shall continue for two (2) years until _____, 20__. After the initial term, this Agreement may be extended for up to two (2) additional two (2) year terms provided same is agreed to by the Parties in writing.

4. FINANCIAL TERMS

[To be Negotiated]

The performance of the CITY of any of its obligations under this Agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of this Agreement for the current term and any future term.

5. PAYMENTS

[To be Negotiated]

6. INSURANCE

The MANAGER shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the MANAGER, its agents, representatives, employees, or subcontractors. The cost of such insurance shall be the sole responsibility of the MANAGER. Such insurance shall be in accord with the following:

A. General Insurance Requirements

1. During the term of the Contract, the MANAGER shall provide, pay for, and maintain with insurance companies satisfactory to the CITY of Key West (CITY), the types of insurance described herein.
2. All insurance shall be from responsible insurance companies eligible to do business in the State of Florida. The required policies of insurance shall be performable in Monroe County, Florida, and shall be construed in accordance with the laws of the State of Florida.
3. The CITY shall be specifically included as an additional insured on the MANAGER's Commercial General Liability, Umbrella Liability and Business Automobile Liability policies and shall also provide the "Severability of Interest" provision (a/k/a "Separation of Insured's" provision). The CITY's additional insured status should be extended to the Completed Operations coverage. ISO's standard "Blanket Additional Insured" will not be acceptable.
4. The MANAGER shall deliver to the CITY, prior to the CITY issuing the Notice to Proceed, properly executed "Certificate(s) of Insurance", setting forth the insurance coverage and limits required herein. The Certificates must be personally, manually signed by the authorized representative of the insurance company(s) shown on the Certificate of Insurance. In addition, certified, true and exact copies of the insurance policies required herein shall be provided to the CITY, on a timely basis, if requested by the CITY.
5. The MANAGER shall take immediate steps to make up any impairment to any Aggregate Policy Limit upon notification of the impairment. If at any time the CITY requests a written statement from the insurance company(s) as to any impairment to the Aggregate Limit, the MANAGER shall promptly authorize and have delivered such statement to the CITY.
6. The MANAGER authorizes the CITY and/or its insurance consultant to confirm all information furnished to the CITY, as to its compliance with its Bonds and Insurance

Requirements, with the MANAGER's insurance agents, brokers, surety, and insurance carriers.

7. All insurance coverage of the MANAGER shall be primary to any insurance or self-insurance program carried by the CITY. The CITY's insurance or self-insurance programs or coverage shall not be contributory with any insurance required of the MANAGER in this Contract.
8. The acceptance of delivery to the CITY of any Certificate of Insurance evidencing the insurance coverage and limits required in the Contract does not constitute approval or agreement by the CITY that the insurance requirements in the Contract have been met or that the insurance policies shown in the Certificates of Insurance are in compliance with the Contract requirements.
9. No work or occupancy of the premises shall commence or continue at the site unless and until the required Certificate(s) of Insurance are in effect and the written Notice to Proceed is issued to the MANAGER by the CITY.
10. The insurance coverage and limits required of the MANAGER under this Contract are designed to meet the minimum requirements of the CITY. They are not designed as a recommended insurance program for the MANAGER. The MANAGER alone shall be responsible for the sufficiency of its own insurance program. Should the MANAGER have any question concerning its exposures to loss under this Contract or the possible insurance coverage needed therefore, it should seek professional assistance.
11. The CITY and its Tenants may continue to operate their businesses on the CITY's premises during the activities of the MANAGER. No property used in connection with their activities shall be considered by the MANAGER's insurance company as being in the care, custody, or control of the MANAGER.
12. Should any of the required insurances specified in this Contract provide for a deductible, self-insured retention, self-insured amount, or any scheme other than a fully insured program, and the insurance company providing the coverage will not agree in writing to pay the deductible or retention including the costs of defense as provided for in its policy without consideration of the deductible or retention in the settlement of insured claims, then the MANAGER agrees, if required by the CITY, to provide, pay for, and maintain a surety bond acceptable to the CITY from an insurance company acceptable to the CITY (or a standby irrevocable Letter of Credit acceptable to the CITY) in the amount of the deductible or retention, guaranteeing payment of the deductible or retention. Said guarantee is to continue for four (4) years following completion of the Work.
13. All of the required insurance coverage shall be issued as required by law and shall be endorsed, where necessary, to comply with the minimum requirements contained herein.
14. All policies of insurance required herein shall require that the insurer give the CITY thirty (30) days advance written notice of any cancellation, intent not to renew any policy and/or

any change that will reduce the insurance coverage required in this Contract, except for the application of the Aggregate Limits Provisions.

15. Renewal Certificate(s) of Insurance shall be provided to the CITY at least twenty (20) days prior to expiration of current coverage so that there shall be no interruption in the work due to lack of proof of the insurance coverage required of the MANAGER in this Contract.
16. If the MANAGER utilizes sub-contractors to perform any work governed by this agreement, the MANAGER will ensure all sub-contractors maintain the same types and amounts of insurance required of the MANAGER. In addition, the MANAGER will ensure that the MANAGERS and sub-contractors insurances comply with all of the Insurance Requirements specified for the MANAGER contained within this agreement.
17. The MANAGER shall obtain Certificates of Insurance comparable to those required of the MANAGER from all sub-contractors. Such Certificates of Insurances shall be presented to CITY upon request. MANAGER's obligation to ensure that all sub-contractor's insurance as provided herein shall not exculpate MANAGER from the direct primary responsibility MANAGER has to CITY hereunder. CITY may look directly to MANAGER for any such liability hereunder and shall not be obligated to seek recovery from any sub-contractor or under such sub-contractor's insurance coverages.

B. Specific Insurance Coverages and Limits

1. All requirements in this Insurance Section shall be complied with in full by the MANAGER unless excused from compliance in writing by the CITY.
2. The amounts and types of insurance must conform to the following minimum requirements. Current Insurance Service Office (ISO) or National Council on Compensation Insurance (NCCI) policies, forms, and endorsements or broader shall be used where applicable. Notwithstanding the foregoing, the wording of all policies, forms, and endorsements must be acceptable to the CITY.
3. Workers' Compensation and Employers' Liability Insurance shall be maintained in force during the term of this Contract for all employees engaged in this work under this Contract, in accordance with the laws of the State of Florida, and, if applicable to the Work involved, shall include U.S. Longshore and Harbor Workers' Compensation Act Coverage. The minimum acceptable limits shall be:

Workers' Compensation	Florida Statutory Requirements
Employer's Liability	\$1,000,000.00 Limit Each Accident
	\$1,000,000.00 Limit Disease Aggregate
	\$1,000,000.00 Limit Disease Each Employee

4. Commercial General Liability Insurance shall be maintained by the MANAGER on the Full Occurrence Form. Coverage shall include but not be limited to Premises and

Operations, Personal Injury, Contractual for this Contract, Independent MANAGERS, Broad Form Property Damage, and Products & Completed Operations Coverage and shall not exclude coverage for the "X" (explosion), "C" (collapse) and "U" (underground) Property Damage Liability exposures. Limits of coverage shall not be less than:

Bodily Injury & Property Damage Liability \$3,000,000.00 Combined Single Limit each Occurrence and aggregate.

Completed Operations Liability Coverage shall be maintained by the MANAGER for a period of not less than four (4) years following Final Completion and Acceptance by the CITY.

The use of an Excess and/or Umbrella policy shall be acceptable if the level of protection provided by the Excess and/or Umbrella policy is equal to or more comprehensive than the Primary General Liability policy.

Business Automobile Liability Insurance shall be maintained by the MANAGER as to ownership, maintenance, use, loading and unloading of all owned, non-owned, leased or hired vehicles with limits of not less than:

Bodily Injury	\$1,000,000.00 Limit Each Accident
Property Damage Liability	\$1,000,000.00 Limit Each Accident
or	
Bodily Injury & Property Damage Liability	\$1,000,000.00 Combined Single Limit Each Accident

7. INDEMNIFICATION

To the fullest extent permitted by law, the MANAGER expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees (herein called the "indemnitees") from any and all liability for damages, including, if allowed by law, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, caused in whole or in part by any act, omission, or default by MANAGER or its sub-contractors, material men, or agents of any tier or their employees, arising out of this agreement or its performance, including any such damages caused in whole or in part by any act, omission or default of any indemnitee, but specifically excluding any claims of, or damages against an indemnitee resulting from such indemnitee's gross negligence, or the willful, wanton or intentional misconduct of such indemnitee or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the MANAGER or its sub-contractors, material men or agents of any tier or their respective employees.

8. AUDITS, RECORDS AND RECORDS RETENTION

The MANAGER agrees:

- A. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds reflected herein.
- B. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of five (5) years after termination of the Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement.
- C. Upon completion or termination of the Agreement and at the request of the CITY, the MANAGER will cooperate with the CITY to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph B. above. The CITY may reproduce any written materials generated as a result of the MANAGER's work.
- D. To assure that all records required to be maintained by the MANAGER hereby shall be subject at all reasonable times to inspection, review, or audit by CITY, Federal, State, or other personnel duly authorized by the CITY.
- E. Persons duly authorized by the CITY and Federal auditors, pursuant to 45 CFR, Part 92.36(1)(10), shall have full access to and the right to examine any of the MANAGER's records and documents related to this Agreement, regardless of the form in which kept, at all reasonable times for as long as those records are retained.
- F. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

9. TERMINATION

The CITY may terminate this Agreement without cause, by giving the MANAGER not less than thirty (30) days prior written notice of its intent to terminate. Either party may terminate this Agreement for cause by giving the other party hereto not less than fifteen (15) days prior written notice of its intent to terminate. The CITY shall not be required to give MANAGER such fifteen (15) days prior written notice if, in the opinion of the CITY, the MANAGER is unable to perform its obligations hereunder, or if in the CITY's opinion, the Professional Management Services being provided are not satisfactory. In such case, the CITY may immediately terminate the Agreement by mailing a notice of its intent to terminate to the MANAGER specifying the date of termination

10. NOTICE

- A. Upon execution of the Agreement, the MANAGER shall provide in writing, the name of the MANAGER's staff member who will be responsible for the submission of all MANAGER's records, reports, invoices or documents to the CITY for the administration of this Agreement.
- B. All invoices must be submitted electronically to the Finance Director, City of Key West, PO Box 1409, Key West, FL 33040 at mfinigan@cityofkeywest-fl.gov
- C. All notices, correspondence, documents, records or reports required hereunder shall be in writing sent by United States certified mail, postage prepaid, return receipt requested, overnight courier or by hand delivery. All notices required under this Agreement shall be given to the Parties at the addresses below or at such other place as the Parties may designate in writing.

Notice to MANAGER: NAME, TITLE
 COMPANY NAME
 ADDRESS

Notice to the CITY: City Manager
 City of Key West
 PO Box 1409
 1300 White Street
 Key West, FL 33040

11. CONTRACT MANAGEMENT

- A. The City Manager or designee shall be and is hereby authorized as the representative of the CITY, responsible for the day to day operational management of the provisions of the Agreement, including all matters related to the payment for Professional Management Services rendered by the MANAGER hereunder, unless or until a written notice is provided to the MANAGER stating otherwise.

For the purpose of this section, a MANAGER's representative shall include but not be limited to, the person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the MANAGER.

The provisions of this section shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, contract negotiations during any public meetings, presentations made to the Board, and protest hearings.

12. FIDELITY BOND

A Fidelity Bond in the amount of \$100,000 shall be supplied by the MANAGER prior to contract execution. Coverage to be provided shall include: Employee Theft-Per Loss Coverage; Employee Theft-Per Employee Coverage; Forgery or Alteration; Inside the Premises - Theft of Money and Securities; Inside the Premises - Robbery or Safe Burglary of Other Property; Outside the Premises; Computer Fraud; Funds Transfer Fraud; and Money Orders and Counterfeit Paper Currency.

Bond Forms shall comply with section 225.05, Florida Statutes (2017).

13. MISCELLANEOUS PROVISIONS

- A. Status: The MANAGER at all times relevant to this Agreement shall be an independent MANAGER and in no event shall the MANAGER nor any employees or subconsultant under it be considered to be employees of the CITY.
- B. Conflicting Employment: For the duration of this Agreement, the MANAGER shall not enter into any other agreements that would ethically conflict with its obligations under this Agreement.
- C. Licenses: The MANAGER shall be responsible for obtaining and maintaining its city occupational license and any licenses required pursuant to the laws of Monroe County, the CITY, or the State of Florida. Should the MANAGER, by reason of revocation, failure to renew, or any other reason, fail to maintain its license(s) to operate, the MANAGER shall be in default as of the date such license is lost.
- D. Assignments: This Agreement shall not be assigned or sublet as a whole or in part without the prior written consent of the CITY nor shall the MANAGER assign any monies due or to become due to him hereunder without the prior written consent of the CITY.
- E. Monitoring: The MANAGER shall permit persons duly authorized by the CITY to inspect any records, papers, documents, facilities, goods, and services of the MANAGER which are relevant to this Agreement, and interview any clients and employees of the MANAGER to assure the CITY of the MANAGER's satisfactory performance of the terms and conditions of this Agreement
- F. Public Entity Crimes Statement:
In accordance with Section 287.133, Florida Statutes, MANAGER hereby certifies that to the best of his knowledge and belief neither MANAGER nor his affiliates have been convicted of a public entity crime. MANAGER and his affiliates shall provide the CITY with a completed public entity crime statement form no later than January 15 of each year this Agreement is in effect. Violation of this section by the MANAGER shall be cause for termination of this Agreement by the CITY.

- G. Unauthorized Alien(s) And E-Verify: The MANAGER agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this Agreement. The CITY shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for termination of this Agreement by the CITY.
1. MANAGER agrees that it will enroll and participate in the federal E-Verify Program for Employment Verification. MANAGER further agrees to provide to the CITY, within thirty days of the effective date of this contract/amendment/extension, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile" screen", which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).
 2. MANAGER further agrees that it will require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program within sixty days of the effective date of this contract/amendment/extension or within sixty days of the effective date of the contract between the MANAGER and the subcontractor, whichever is later. The MANAGER shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the CITY upon request.
 3. MANAGER will utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: (a) all persons employed during the term of the Agreement by MANAGER to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by MANAGER to perform work pursuant to the Agreement.
 - a. MANAGER must use E-Verify to initiate verification of employment eligibility for all persons employed during the term of the Agreement by MANAGER to perform employment duties within Florida within 3 business days after the date of hire.
 - b. MANAGER must initiate verification of each person (including subcontractors) assigned by MANAGER to perform work pursuant to the Agreement within 60 calendar days after the date of execution of this contract or within 30 days after assignment to perform work pursuant to the Agreement, whichever is later.
 4. MANAGER further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the CITY or other authorized state entity consistent herewith.

5. Compliance with the terms of this *Employment Eligibility Verification* provision is made an express condition of this Agreement and the CITY may treat a failure to comply as a material breach of this Agreement.
- H. Non-Waiver: Failure by the CITY to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement terminated shall not constitute a general waiver or relinquishment of the same, or of any other terms, conditions or acts but the same shall be and remain at all times, in full force and effect.
- I. Modifications: This Agreement constitutes the entire understanding of the Parties. Any modifications to this Agreement must be in writing.
- J. Venue and Waiver of Jury Trial: Venue for all actions arising out of this Agreement shall lie in Key West, Monroe County, Florida. Both parties to this Agreement waive trial by jury on any action brought to enforce or otherwise related to this agreement.
- K. Construction: The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida.
- L. Compliance With Anti-Discrimination Legislation: In providing, or contracting to provide services, programs or activities, maintaining facilities, and otherwise performing obligations under this Agreement, the MANAGER shall comply with the Americans with Disabilities Act, the Civil Rights Act of 1964, as amended, the Florida Civil Rights Act of 1992, and any other federal or state law that prohibits discrimination on the basis of race, color, national origin, religion, sex, age, marital status, or disability.
- M. Headings In This Agreement: The headings in this Agreement are for convenience only, confirm no rights or obligations in either Party, and do not alter any terms of this Agreement.
- N. Severability: If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, shall remain in full force and effect as if such invalid or unenforceable term had never been included.

WHERETO, the Parties have set their hands and seals effective the date whereon the last Party executes this Agreement.

***NAME OF PROPOSER

CITY OF KEY WEST

James Scholl, City Manager

Principal/Officer

Title

Date

Date

WITNESS:

ATTEST:

(Signature of Witness)

Cheryl Smith - City Clerk

(Print Name of Witness)

(Signature of Witness)

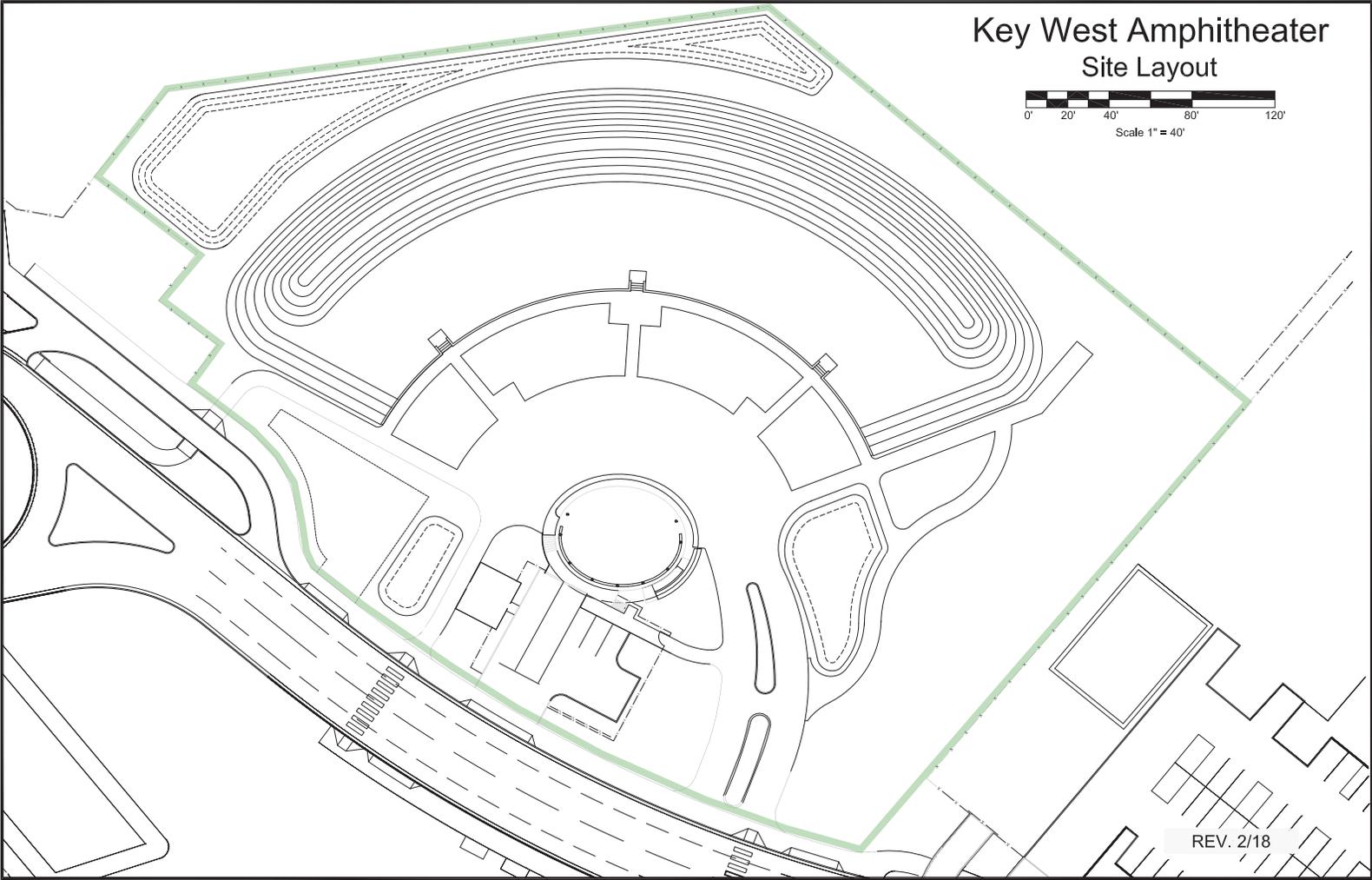
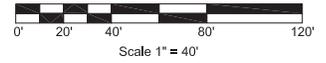
(Print Name of Witness)

See Attached: Exhibit A – RFQ #19-003
Exhibit B – Consultant’s Proposal

APPENDIX B

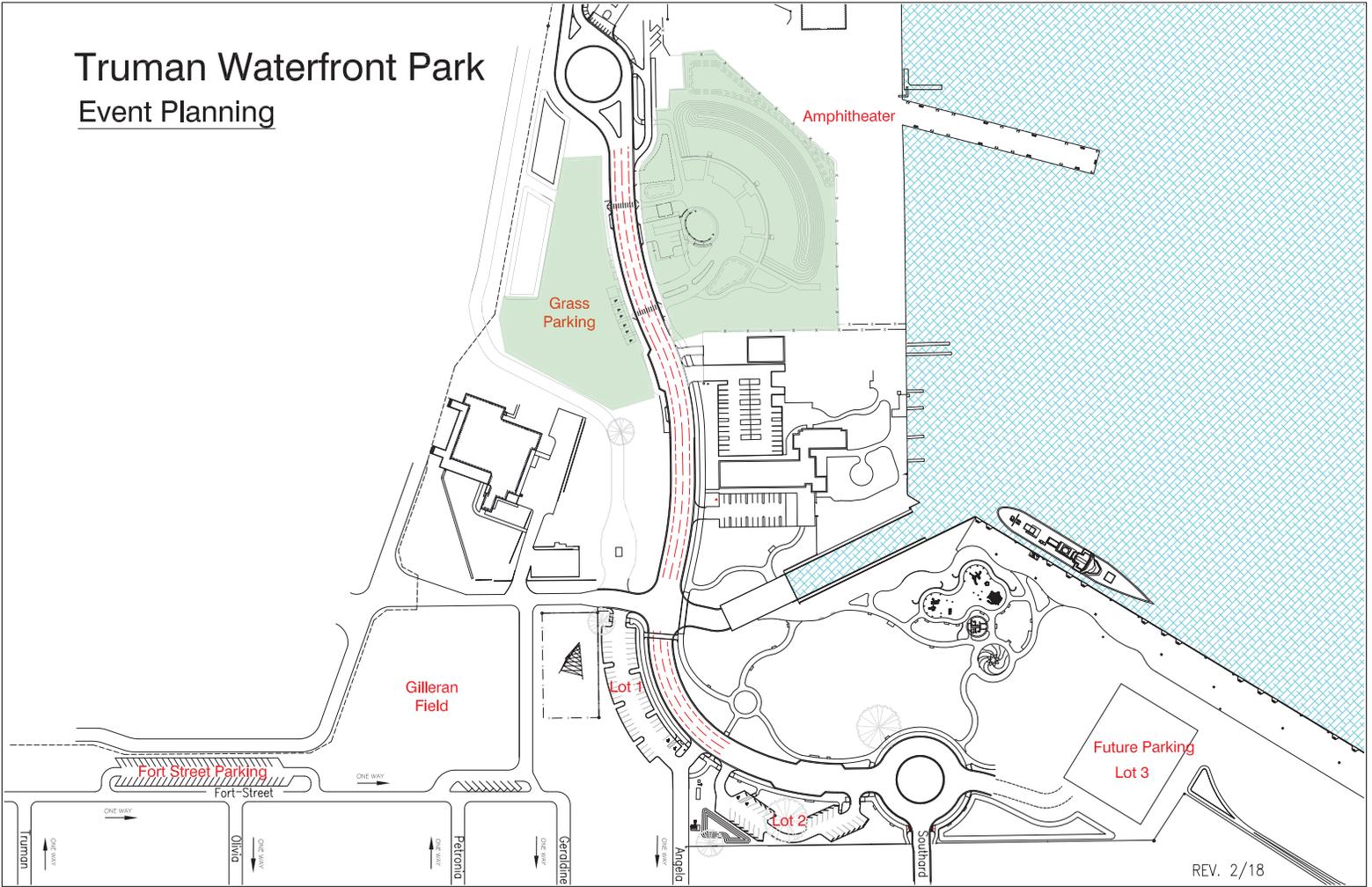
DRAWINGS

Key West Amphitheater Site Layout



REV. 2/18

Truman Waterfront Park Event Planning



REV. 2/18