

**Attachment B**  
**Qualifications Proposal – Package No. 1**

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Submitted by  
Frameless Creative LLC

COPY

## Qualification Statement - General

(Include with Proposal Qualifications in a separate package from Package No. 2 and in Sealed Envelope)

1. Legal Name, Address, and Telephone Number:

Frameless Creative LLC in partnership with The Rhythm Foundation

1830 Meridian Avenue, #702, Miami Beach, FL 33139

2. Check one: Corporation \_\_\_\_\_; Partnership  X ; Individual \_\_\_\_\_

3. If a Corporation, State:

Date of Incorporation: \_\_\_\_\_

State in which Incorporated: \_\_\_\_\_

Name and Title of Principal Officers

Date of Assuming Position

_____	_____
_____	_____
_____	_____

If an Out-of-State Corporation, currently authorized to do business in Florida, give date of such authorization.

4. If Partnership:

Date of Organization: 08/07/2017

Nature of Partnership (General, Limited, or Association): A Florida Limited Liability Partnership

Name and Address of Partners:

Steven P. Sybesma, Member, Director, 1830 Meridian Avenue, #702, Miami Beach, FL, 33139

Paul N. Peck, Member, 16 St. Marks Place, Apt. 4C, New York, NY 10003

\_\_\_\_\_  
\_\_\_\_\_

5. If an Individual, State – Name and Address of Owner:

\_\_\_\_\_  
\_\_\_\_\_

Part I - Letter of Transmittal and Company Background

# Frameless Creative LLC

1830 Meridian Avenue, #702  
Miami Beach, FL 33139  
317.652.7017

May 2, 2018

City of Key West  
1300 White Street  
Key West, FL 33040

Re: City Project No.: RFP 006-18

To Whom It May Concern:

If awarded the contract to manage the Key West Amphitheater (“Amphitheater”), Frameless Creative LLC and The Rhythm Foundation will form a new joint venture entity to manage the Amphitheater. Together, we are the Proposer of the RFP, and if selected will become Venue Management, (“Management”). The combined skill sets and cooperative efforts of each company will provide the best possible management team with the highest qualifications.

Our interest is not only to manage and book the Amphitheater for outside promoters, organizers and community events, but also to produce our own events and content for the Amphitheater. It is our belief that a management company that can also produce content and events will best serve the long-term interests and financial stability of the venue.

I have a diverse storied forty-five year career history of developing and operating successful amphitheatres and theaters in the US, and creating and producing major concerts and events throughout the world.

My business partner Paul Peck brings a rare creative musical expertise to the team. He has helped to launch some of the most successful festivals in the US including Bonnaroo, Outside Lands and Okeechobee. His early beginnings, career history, and music industry connections have laid the groundwork for his masterful ability to curate successfully blended multi-genre concerts and produce star powered artist collaborations for events and touring.

In early 2014, Paul Peck and I began working together when we founded Soundslinger LLC and produced the Okeechobee Music & Arts Festival. In October 2016 we both resigned from Soundslinger, and founded Frameless Creative LLC, a Florida limited liability company, to develop, operate, and manage venues and music

festivals, and create content for presentation and touring. Among other projects, Frameless Creative is the Managing Partner of Miami Beach Festival LLC, which has proposed the Miami Beach Pop Festival, which if approved, will take place on Miami Beach beginning in 2019.

The Rhythm Foundation is a non-profit organization celebrating its 30<sup>th</sup> season presenting outstanding international artists in South Florida. James Quinlan is the founder and Chairman and Pedro Menocal is the President. Since 2015, The Rhythm Foundation has been managing the historic oceanfront North Beach Bandshell, [www.northbeachbandshell.com](http://www.northbeachbandshell.com), for the City of Miami Beach, producing its concerts and consulting for other concert and festival producers. They are a foremost presenter of world music in the US, presenting events and festivals by established and innovative artists from around the world. Special focus is given to those cultures connecting to South Florida audiences - music from Brazil, Latin America, the Caribbean, Africa, Asia, and Europe.

We look forward to working with you to make the Key West Amphitheater an important cultural asset and a driver of positive economic impact and development.

Sincerely,

Steve Sybesma, Co-Founder  
Frameless Creative

## Part II - Qualifications /Experience

- A. Proposer's experience in providing proposed services, including but not limited to, demonstrating relevant venue management experience, established relationships with concert promoters and examples of sponsorship development.

Steve Sybesma - As the previous co-owner, operator, and talent booker of multiple major venues including the 24,000 capacity Deer Creek Music Center (Indianapolis), the 18,000 capacity Polaris Amphitheater (Columbus, Ohio), the 2,750 capacity Murat Center (Indianapolis), and the 2,950 capacity Louisville Palace (Louisville, Kentucky) among others, I am experienced in every aspect of venue management and has the resources and industry connections to deliver comprehensive and professional management services, including sponsorship development, as each of my previous venues had a substantial sponsorship component. It is the connections and resources, combined with my hands-on management style that will ensure the best possible results for the Amphitheater.

Paul Peck - Paul's extensive artist's relations, industry connections and expertise in programming and content creation will be invaluable in influencing more and better artists to perform at the Amphitheater.

James Quinlan, Pedro Menocal, The Rhythm Foundation and its highly experienced employees that are currently managing the North Beach Bandshell bring a different dimension to the team that will manage the Key West Amphitheater. As a 501-C not-for-profit corporation, they have current experience providing the same services for the Bandshell, and bring expertise in overall management including operations, booking, sponsorship, finance, budgeting, scheduling, and working with other non-profit organizations. They also work with many promoters that would likely be interested to produce events at the Key West Amphitheater, and as well, self promote a number of culturally important events that could also perform in Key West.

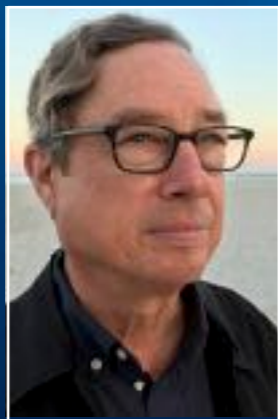
# MANAGEMENT PRINCIPALS



*Steve Sybesma - Co-Founder, Partner  
FRAMELESS CREATIVE LLC*



*Paul Peck - Co-Founder, Partner  
FRAMELESS CREATIVE LLC*



*James Quinlan - Founder, Chair  
THE RHYTHM FOUNDATION*



*Pedro Menocal - President  
THE RHYTHM FOUNDATION*



# FRAMELESS CREATIVE LLC

*Steve Sybesma and Paul Peck*

## Steve Sybesma - Co-Founder

### **Steve's Beginnings...**

*Beginning as an independent concert promoter in 1971, by 1974 he joined Dave Lucas at Sunshine Promotions and during the next twenty-three years grew the Indianapolis-based company into one of the largest concert companies in America producing thousands of events with major artists including The Rolling Stones, Paul McCartney, U2, The Who, Prince, Michael Jackson, Frank Sinatra, Elton John, Billy Joel, AC/DC, David Bowie, Pink Floyd, Rod Stewart, Bob Dylan, Bon Jovi, Bruce Springsteen, Metallica, Fleetwood Mac, The Grateful Dead, and many more, primarily throughout Indiana, Ohio, Kentucky, Tennessee, and Puerto Rico.*

# Sybesma Projects with Sunshine

## **Deer Creek Music Center Indianapolis, Indiana - 1989**

*In 1989, Sunshine opened the 24,000 capacity Deer Creek Music Center, quickly becoming one of the most successful amphitheaters in the world. In addition to hosting top artists like The Eagles, Bob Dylan, Rush, Frank Sinatra, Rod Stewart, Tina Turner, Bob Hope, Phil Collins, Dolly Parton, and Elton John, it featured festivals including Lollapalooza, H.O.R.D.E., and the Blues Music Festival, as well as multi-day events with The Grateful Dead, Phish, and the Dave Matthews Band.*



## **The Palace Theater Louisville, Kentucky - 1994**

*In 1994, Steve spearheaded the restoration of the historic Palace Theater in Louisville, bringing it back to its former glory and saving it from demolition. Sunshine booked and operated the venue.*



## Sybesma Projects with Sunshine

### **Polaris Amphitheater Columbus, Ohio - 1995**

*In 1995, Sunshine, in partnership with legendary Cleveland based Belkin Productions, opened its second major amphitheater. The 20,000 capacity venue modeled after Deer Creek, hosted many of the same top artists.*



### **The Murat Centre Indianapolis, Indiana - 1995**

*In 1995, Sunshine restored and remodeled the Murat Theater and under a 99 year lease transformed this aging 2,200 seat theatre to accommodate 2,750 seats, with a magnificent new lobby and a separate 2,000 capacity open floor performance venue called the Egyptian Room.*



## **Sybesma and Lucas sell Sunshine and Venues - 1997**

*In 1997, Steve and Dave sold Sunshine and venues to SFX Entertainment, which subsequently sold to Clear Channel, and which later spun off as Live Nation. Steve stays on as COO of the Midwest division until October 2000.*

## **China 2003-2012**

### **Steve co-founds China West Entertainment - 2003**

*In 2003, Steve moved to Shanghai and co-founded China West Entertainment, where he served as CEO, and helped to pioneer the Western concert business in China with numerous iconic events in multiple cities with artists including Norah Jones, James Brown, the Black Eyed Peas, Elton John, Pitbull, Kanye West, The Roots, Kylie Minogue, Lionel Richie, and much more.*

### **Steve merges China West with Ato Ato Integrated Media - 2009**

*In 2009, Steve merged China West with Shanghai based film and TV producer Ato Ato Integrated Media / A2LiVE where they produced a wide variety of concerts, television shows, film projects, and other events.*

## China 2013-2014

### **Steve co-founds Storm Music Festival - 2013**

*In 2013, Steve and A2LiVE partner Eric Zho founded the Storm Music Festival in Shanghai, with Steve producing the festival in 2013 and 2014. Storm, currently in eleven cities, is the largest EDM festival brand in China.*



### **Steve co-founds Okeechobee and Soundslinger - 2014**

*In 2014, Steve moves to Miami Beach and co-founded Soundslinger LLC, where he served as CEO and Director, and through which he and partner Paul Peck launched the Okeechobee Music & Arts Festival in 2016.*

*Critically acclaimed as one of the best first year festivals in recent history and sold out in the first year with more than 30,000 persons per day, Okeechobee is regarded as one of the best festivals in America.*

## Paul Peck - Partner, Chief Creative Officer

### **Paul's Beginnings...**

*Starting in 2001, Paul worked with Superfly Productions, where he helped to launch and develop the Bonnaroo Music & Arts Festival in 2002 and Outside Lands in San Francisco in 2008. Through 2015, Paul was a key member of the booking and programming team, as well as other pivotal areas.*



## **Paul's infamous Bonnaroo Superjams - 2002-2015**

*In addition to helping craft overall booking strategy, at the onset of Bonnaroo, Paul was responsible for conceptualizing and programming signature, unique acts and specialized in producing star powered shows that pooled diverse musicians together into eclectic once-in-a-lifetime "Superjams."*

*During his last 5 years at Bonnaroo, his Superjam concerts were the top annual story from each year's event, garnering coverage from NY Times (including multiple times in the year-end top 5 concerts of the year), USA Today, Rolling Stones (#1 concert of the event 3 times) digital and print, Billboard, etc. Paul's success is due to his wide network of direct artist relationships and great reputation amongst managers and talent for presenting artists in a positive light.*





## ***Paul becomes Bonnaroo's Creative Director of Original Media - 2011***

*In 2011, Paul began working to develop original content as Superfly and Bonnaroo's Creative Director of Original Media and was responsible for creating and producing content that was monetized through platform partnerships, while also serving a marketing purpose.*



## ***Paul co-founds the Okeechobee Music & Arts Festival - 2014***

*In 2014, Paul co-founded Soundslinger and Okeechobee, where he served as Chief Creative Officer and Head of Programming as well as leading the marketing and overall branding initiatives. At Okeechobee, Paul brought his Superjam talents as the Creator/Producer of two Okeechobee '16 PoWows, which featured Mumford & Sons, Miguel, Win Butler, John Oates, Tom Morello, Skrillex, and many others.*



Win Butler (Arcade Fire)  
John Oates (Hall & Oates)  
Mumford and Sons, Miguel



Miguel and Win Butler (Arcade Fire)

*Sybesma and Peck co-founded the Okeechobee Music & Arts Festival in March 2016*



## Okeechobee PoWow! 2016 - Group Shot



*Produced by Paul Peck. Featuring Win Butler (Arcade Fire), Miguel, John Oates (Hall & Oates), Zigaboo Modeliste and George Porter Jr (The Meters), Kamasi Washington, Preservation Hall Jazz Band, Skrillex (not pictured), Mumford & Sons (not pictured), Mac Miller (not pictured)*

# THE RYTHM FOUNDATION

*James Quinlin and Pedro Menocal*

## *North Beach Bandshell, Miami Beach*



# *North Beach Bandshell, Miami Beach*



## *North Beach Bandshell, Miami Beach*





B. Qualifications and experience of key personnel assigned to the venue management team.

As Frameless Creative and The Rhythm Foundation are both located in Miami Beach, the new entity will hire a competent local management representative that will report directly to Benton Galgay, the North Beach Bandshell Manager, and work under the supervision of Bianca de Mouura, Executive Director of the North Beach Bandshell, Steve Sybesma, James Quinlan and Paul Peck for all aspects required for on-site management, event supervision, and local needs. Benton Galgay has held the position of Manager at the North Beach Bandshell for four years.

C. Number of venues that all or some of the proposed venue management team have worked together.

Paul and I have no specific venue management experience together, however we have four years of in-depth experience working together to produce the Okeechobee Music & Arts Festival and the Miami Beach Pop Festival.

James and Pedro have venue management experience together at the North Beach Bandshell in Miami Beach, and James's management experience dates back to the late 80's when he restored and managed the Cameo Theater, a 1938 venue, which contributes significantly to the historic Art Deco District of Miami Beach.

D. Familiarity with local conditions and community involvement. Provide a description of your local community knowledge and relationships that will offer insight on your ability to successfully manage the venue.

James Quinlan and The Rhythm Foundation have previous experience organizing and promoting concerts in Key West dating back to performances staged at the Pier House and the Strand Theater in the early 1990's.

Legal representation for Frameless Creative LLC is located in Key West. We are represented by Smith Hawks, 138 Simonton Street, Key West, FL 33040, by Bryan Hawks and my daughter Ashley Sybesma. They will be a direct part of our Key West Amphitheater management team. Growing up in a concert industry environment, Ashley is extremely knowledgeable of the music industry and my business. Ashley has kept me up to date on the development of the amphitheater, programming, and related news. Bryan and Ashley will continue to be our additional eyes and ears in the community, giving us important insight regarding the City and all community issues relating to the Amphitheater and its operation.

- E. Provide a description of your vision for the Key West Amphitheater and how this venue can drive economic development through tourism. Give examples of events you think are realistic to book at the Amphitheater.

The existence of a viable amphitheater in Key West presents an exciting opportunity for the Keys' community to see and host a wide variety of events and concerts. It also provides another reason and reinforces that Key West is a desirable music and tourist destination. Key West and its music culture are synonymous and the music will continue to be an important part of its heritage. Now that Key West has a venue large enough to accommodate popular artists that previously have not been able to perform in the market, Key West can build upon its musical culture and experience.

Our vision is to establish the Key West Amphitheater as an important touring stop for artists and artist's agents, with a steady stream of quality artists performing on a regular basis. While the challenge is the low population base to support a robust schedule, we believe that can be offset by creative programming, an active local community and tourism.

Our job is to ensure that the Amphitheater hosts a variety of quality events that are well produced and deliver a meaningful and memorable experience to the attendees so that they will spread the word and return on a regular basis.

F. Provide a one-page conclusion on why your organization should be selected as venue manager for the Key West Amphitheater.

The qualifications and ability of our team has been thoroughly documented in this proposal. It is the character, experience, ability and the personal attention of the individuals on this team that will make the difference.

Frameless Creative and The Rhythm Foundation have strong connections with all major agents and agencies, other promoters, and other medium sized venues. Frameless will be continually involved with programming for multiple festivals in Florida, which will lead to Key West bookings. We will tap into our current network of promoters, and seek new relationships to encourage booking and block booking of events to include the Key West Amphitheater.

In addition, an association with The North Beach Bandshell, a similar venue managed by The Rhythm Foundation with a similar booking strategy, presents and undeniable advantage to working with us. We can evaluate events that work at the Bandshell, and bring those events or urge the event promoters to bring those events to the Key West Amphitheater. The block booking and cross booking of events for similar venues in both markets is an important advantage to our team.

Our team offers much more than fundamental management ability. We have the creative vision and the ability to identify and understand the challenges of a new venue, and then proactively strategize to overcome those challenges to make a difference.

As we begin our management role with the Key West Amphitheater, we will build a framework in which to operate the venue with high standards, and ensure that the City achieves its goal for a meaningful cultural venue for residents and visitors alike. The Key West Amphitheater will become a jewel in the Key West Crown that drives tourism and positive development.

While we may not be the lowest bidder, we are submitting a minimum compensation plan that is as low as possible to make it feasible for us to manage properly, but will fairly compensate us as we achieve greater results for the City. I am certain we can deliver the best possible result for the city, in quality, creativity, and well-balanced programming.

## G. Reference Verification

### **Steve & Paul Okeechobee References:**

Bill Royce  
Okeechobee Planning & Development Department  
1700 NW 9<sup>th</sup> Avenue, Suite A  
Okeechobee, FL 34972  
(863) 763-5548  
[broyce@co.okeechobee.fl.us](mailto:broyce@co.okeechobee.fl.us)

Sheriff Noel Stevens  
Okeechobee County Sheriff's Office  
504 Northwest 4<sup>th</sup> Street  
Okeechobee, FL 34972  
(863) 763-3117

### **The Rhythm Foundation References:**

City of Miami Beach  
Cindy Cassanova, Assistant Director  
Parks and Recreation  
305-673-7000, Ext. 2669  
[CynthiaCasanova@miamibeachfl.gov](mailto:CynthiaCasanova@miamibeachfl.gov)

City of Doral  
Manuel Pila, Director  
Economic Development Division  
(305) 593-6725 x7016  
[manuel.pila@cityofdoral.com](mailto:manuel.pila@cityofdoral.com)

City of Hollywood  
Karl Chuck, Program and Events Manager  
Arts Park Amphitheater  
954.921.3500  
[kchuck@hollywoodfl.org](mailto:kchuck@hollywoodfl.org)

### Part III - Venue Management Approach

Proposer shall provide a conceptual three (3) year Venue Management Plan focusing on the following items. Creativity and vision shall play a large role in the review scoring.

Achieving the goals of the City will be the central focus of our management approach. In accordance with the intended Scope of Services as outlined within the RFP, we will be responsible for the administration, financial management, marketing/outreach, venue operations, and coordination with City Services.

- A. Marketing Approach - Include a first year initial marketing efforts for a new venue and continued ongoing marketing needs to grow and maintain a stable and balanced use of the Amphitheater. This will include national, state, and local outreach to provide a broad range of bookings to serve the community and visitors of Key West.

The City of Key West has made a substantial investment to build the Amphitheater. Now, a well-planned marketing effort is needed to ensure that the City's goals for the Amphitheater are achieved. A simple and consistent marketing approach with a minimal budget for hard advertising expenses will provide maximum results for the Amphitheater. The following is our initial suggested marketing plan for the first year.

- Website - A venue website should be created as soon as possible. The website will be a critical ongoing marketing tool to entice potential event organizers and presenters to rent the venue, and to provide them the essential venue information. As well, the website will provide event information for the public and potential attendees.
- PR - An ongoing PR effort will be the responsibility of the team, to ensure events are covered locally and nationally, and that show attendance and grosses are reported to Pollstar Magazine. It is this attention to detail that will keep the Amphitheater fresh in the minds of agents and producers.
- Digital and Print Media - With some limited spending on digital and print media we can reach a large number of potential event producers. Pollstar Magazine and Pollstar Online is a leading national media that directly reaches the largest number of concert and event producers in the US. We suggest a minimum spend in Pollstar in the first year, for example:
  - o Weekly magazine 1/6<sup>th</sup> page 12 x annually x \$499 = \$5,988
  - o Online Large Banner 3 x annually x \$1,750 = \$5,250

We will encourage venue promoters to run "Thank You" ads in Pollstar following their events using our contract rate to further highlight the interest and viability of the Amphitheater. Advertisements will occasionally be placed in local media to promote local and community Amphitheater rentals.

- Social Media - Facebook, Instagram, and Twitter accounts will be opened to market the venue and events. We will also encourage promoters to market their events on their own social media and to get the artists to promote their appearances at the Amphitheater.
- Industry hype - Using our industry connections with artists, managers and agents, we will continually hype the Amphitheater.

To establish the Amphitheater, a first year marketing budget of \$30,000 for the website and other hard advertising costs is recommended.



B. Financial Approach - Present a financial management plan, which shall include cash management, business controls, and accounting procedures for booking fees, performance guarantees and settlements with concert promoters following events.

Management will submit a five-year operational forecast/proforma for the City's approval, which will be updated annually, and provide monthly reporting and settlements for the City.

The financial affairs of the Amphitheater will be managed in accordance with generally accepted accounting practices and in a transparent manner. Appropriate appointed City representatives will have full access to all books and records, physical and electronic, produced by our team on behalf of the Amphitheater and the City as requested.

A bank account, specific for all Amphitheater business under the direction of Management will be established. A monthly accounting of all income and expenses will be provided to the City, and payment of all revenue due the City will be paid with the monthly accounting. All revenue accepted in cash over \$100.00 will be deposited in the bank account on a daily basis.

A non-refundable fifty percent deposit will be required to confirm a date at the Amphitheater. All basic venue fees including the guaranteed rental fee and any additional equipment/services will be paid in full no later than 14 days in advance of the event date.

Food & Beverage service will also be overseen by Management, and contracted with revenue benefit to the Amphitheater. A food & beverage plan will be part of the overall management plan.

Manager will develop an overall pricing plan for all potential revenue sources including rent, ticket commission, facility fee, food & beverage and merchandise. The pricing will be designed to maximize City revenue, but will be consistent with similar and competitive venues in the region to encourage Amphitheater rental and use.

- C. Facility Approach - Provide a brief summary of facility management of the venue, including proposed means to interface and coordinate with City staff. Means of periodic facility review including condition, cleanliness, necessary repairs and possible enhancements to further the goal of balanced use of the Amphitheater should be incorporated.

Apart from the functional aspects of a facility approach requested above, there are fundamental issues that must be taken into consideration. The most important aspect of winning this bid and accepting the responsibility to manage the Key West Amphitheater is the ability to identify and understand the challenges, and then proactively strategize to overcome those challenges. This will ensure that the Amphitheater becomes a viable and successful asset for the City of Key West.

For the Amphitheater to be successful, it has to be established as a viable venue for the organizers, promoters, and organizations that will rent it and supply its content. If good events are successful, then more good events will happen. If the opposite is the case, then the amphitheater could become a white elephant hosting only small events, which could have been hosted in other existing small venues. The primary reason to have a capacity of 3,500 is for the ability to host some larger shows too. But the ability to sustain a steady flow of higher profile popular events is challenged by the small population base of Key West and the lower Keys. It is also challenged by the lack of venue facilities (sound, lights, dressing rooms, restrooms for larger capacity shows, etc.), which create a relatively high cost to produce a high profile event at the venue. Inadequate parking for large events is also a challenge of a different sort.

Management will balance the immediate financial goals of the City with the goals for the long-term success of the venue, understanding that the Amphitheater needs to be proven as a viable venue. We will work with City Administration to develop rental rates, cost structure and policies that will reduce the barrier to entry and help to make the Amphitheater practical and appealing to potential event producers. Establishing a viable and successful venue is the most important first step.

We will propose that a basic competitive rental fee structure is established and that additional add-on equipment/services required for events of different needs and sizes will be contracted by the Amphitheater and charged to the organizers. By doing so, the standardization of additional equipment/services used for events will result in quality control, consistency, and better prices for event producers. It will also result in a rental structure that is more likely to attract more and better event producers.

We will also develop and recommend a plan for physical improvements over time that will improve the viability and value of the venue.

On a more functional level, we will work with City Administration to develop a comprehensive Venue Management Plan to include standard business practices and City services for events of various sizes that will be presented at the Amphitheater. We will book the venue and coordinate a master calendar with the goal to achieve a balanced cultural agenda with private and community events.

The day-to-day site management will be the responsibility of the Amphitheater's local management representative, including scheduling, local meetings with potential event organizers and coordination with City staff. Facility review for condition, cleanliness and necessary repairs will be the responsibility of the local manager.

The Management partners and team will work together closely to ensure the best results for the Amphitheater. Each team member will focus on his specific role, while communicating and consulting regularly with other members of the team and the City.

Marketing, promotion, special programming, and sponsorship will be primary functions of Management and Management's other full time staffing, consultants and contractors. Periodic visits for site checks, meetings and event attendance by Management and other team members will be scheduled, and with an ongoing evaluation of the Amphitheater programming, successful achievement of goals, and potential venue enhancements. All of this will be communicated to City staff as part of the monthly financial settlement and report.

D. Provide a copy of Proposer's most recent financial statement.

No financial statements are provided

**Attachment E**  
**Local Vendor Certification Pursuant to City of Key West Ordinance**  
**09-22**  
**Section 2-798**

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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

**Attachment F**  
**Indemnification Form**

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CITY OF KEY WEST INDEMNIFICATION FORM

CONTRACTOR 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.

PROPOSER: Frameless Creative LLC

COMPANY SEAL

1830 Meridian Avenue, #702, Miami Beach, FL 33139

Address

Signature

Steven P Sybesma

Print Name

April 30, 2018

Date

Member

Title

NOTARY FOR THE PROPOSER

STATE OF FLORIDA

COUNTY OF Miami Dade

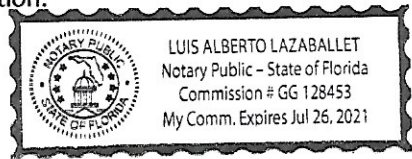
The foregoing instrument was acknowledged before me this 30<sup>TH</sup> day of April, 2018.

By Steven P. Sybesma, of Frameless Creative LLC.

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

or has produced FL-DL as identification.

[Signature]  
\_\_\_\_\_  
Signature of Notary



Luis Lazaballet  
\_\_\_\_\_

Print, Type or Stamp Name of Notary

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

Notary Public  
\_\_\_\_\_

Title or Rank

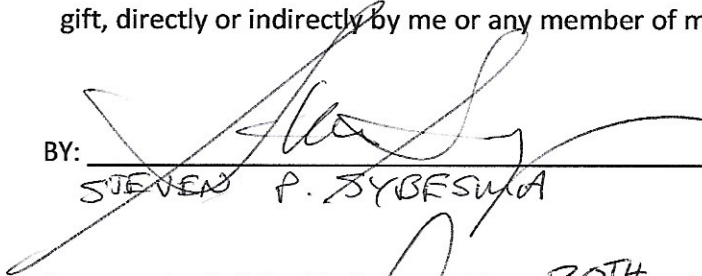
**Attachment G**  
**Anti-Kickback Affidavit**

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ANTI-KICKBACKAFFIDAVIT

STATE OF FLORIDA     )  
  : SS  
COUNTY OF MONROE    )

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein Bid will be paid to any employees 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.

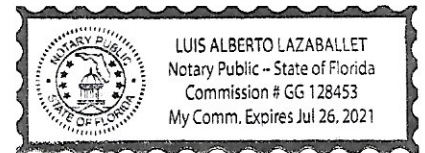
BY:   
STEVEN P. SYBESMA

Sworn and subscribed before me this 30<sup>TH</sup> day of April, 20 18.

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE



My Commission Expires: July 26<sup>TH</sup> 2021.



**Attachment H**  
**Public Entity Crimes Form**

---

SWORN STATEMENT UNDER SECTION 287.133(3)(a) FLORIDA  
STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICE  
AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with RFP, Bid or Contract No. RFP 006-18 for  
Key West Amphitheater Venue Management
2. This sworn statement is submitted by Steven Sybesma, Member, Frameless Creative LLC  
(Name of entity submitting sworn statement)  
whose business address is 1830 Meridian Avenue #702, Miami Beach, FL 33139  
\_\_\_\_\_ and (if  
applicable) its Federal Employer Identification Number (FEIN) is  
82-2401771 (If the entity has no FEIN, include the Social  
Security Number of the individual signing this sworn statement.)
3. My name is Steven P Sybesma and my relationship to  
(Please print name of individual signing)  
the entity named above is Member.
4. 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 with 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, material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida  
Statutes, means a finding of guilt or a conviction of a public entity crime, with or without  
an adjudication guilt, in any federal or state trial court of record  
relating to charges brought by indictment information after July 1, 1989, as a result of  
a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida  
Statutes, means

1. A predecessor or successor of a person convicted of a public entity crime: or
2. An entity under the control of any natural person who is active in the management of t entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or 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.
7. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, 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.
8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

[Signature]  
(Signature)  
4/30/2018  
(Date)

STATE OF Florida (FL)

COUNTY OF Miami-Dade

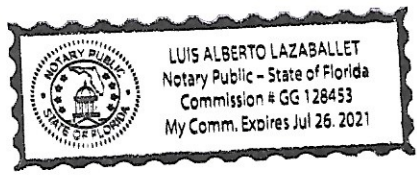
PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Steven P. Sybesma who, after first being sworn by me, affixed his/her signature in the  
(Name of individual signing)

space provided above on this 30TH day of April, 2018.

My commission expires:  
July 26<sup>TH</sup>, 2021.

[Signature]  
NOTARY PUBLIC Luis Lazaballet





**Attachment I**  
**Non-Collusion Declaration and Compliance**

---

NON-COLLUSION DECLARATION AND COMPLIANCE WITH 49 CFR §29

ITEM/SEGMENT NO.: \_\_\_\_\_  
F.A.P. NO.: \_\_\_\_\_  
PARCEL NO.: \_\_\_\_\_  
COUNTY OF: \_\_\_\_\_  
BID LETTING OF: RFP 006-18 , \_\_\_\_\_

I, Steven P Sybesma, hereby  
declare that I am Member of Frameless Creative LLC  
Miami Beach, Florida  
and that I am the person responsible within my firm for the final decision as to the price(s)  
and amount of this Bid on this Project.

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.
3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or

other conduct inconsistent with any of the statements and representations made in this Declaration.

8. As required by Section 337.165, Florida Statutes, the firm has fully informed the City of Key West in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(l)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default.

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action.

Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.

PROPOSER:

(Seal)

BY: Steven P Sybesma WITNESS: \_\_\_\_\_  
NAME AND TITLE PRINTED

BY: [Signature] WITNESS: Jiao Huang  
SIGNATURE

Executed on this 30<sup>th</sup> day of April, 2018

**FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT MAY RESULT  
IN THE BID BEING DECLARED NONRESPONSIVE**

**Attachment J**  
**Cone of Silence Affidavit**

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**CONE OF SILENCE AFFIDAVIT**

STATE OF Florida )

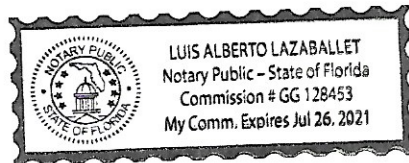
: SS

COUNTY OF Miami-Dade )

I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of Frameless Creative LLC have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence (attached).

Steven P. Sybesma : [Signature]  
(signature)  
04/30/2018.  
(date)

Sworn and subscribed before me this  
30<sup>TH</sup> Day of April, 2018.



[Signature] Luis Lazaballet  
NOTARY PUBLIC, State of Florida at Large  
My Commission Expires: July 26<sup>TH</sup>, 2021.

**Attachment K**  
**Equal Benefits for Domestic Partners**

---


**EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT**

STATE OF Florida )

: SS

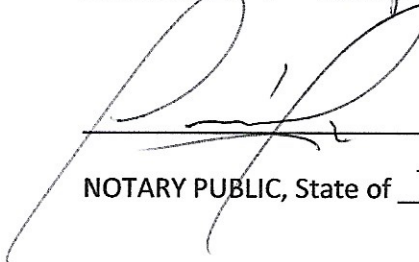
COUNTY OF Miami-Dade,

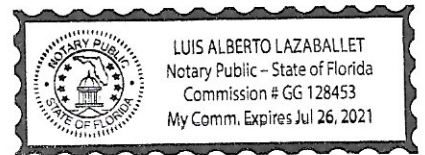
I, the undersigned hereby duly sworn, depose and say that the firm of Frameless Creative LLC  
\_\_\_\_\_ provides benefits to domestic partners of its employees on  
the same basis as it provides benefits to employees' spouses per City of Key West Ordinance  
Sec. 2-799.

By:   
STEVEN P SYBESMA

Sworn and subscribed before me this

30<sup>TH</sup> day of April, 2018.

 Luis. Lazaballet  
NOTARY PUBLIC, State of Florida at Large



My Commission Expires: July 26<sup>TH</sup>, 2021.





THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3883

**ADDENDUM NO. 1**

**RFP 006-018 Key West Amphitheater Venue Manager  
April 11, 2018 Pre-Proposal Meeting Questions and City Responses**

This addendum is issued as supplemental information to the bid package for clarification of certain matters of both a general and a technical nature. The referenced Request for Proposal (RFP) package is hereby amended in accordance with the following items:

1. Questions: Has the City contemplated obtaining an open liquor license for the Amphitheater facility to address the limitations currently in place which limit Event Organizers/Promoters to 3 per year?

*CKW Response: As applicable to this RFP, the City has not considered obtaining an open liquor license. Expansion of liquor sales at events at the Amphitheater would require amending the current ordinance.*

2. Question: Can the Venue Manager (VM) act as a promoter too?

*CKW Response: The City's intent relative to the RFP was that the VM would facilitate the booking of events, not to act as a promoter.*

3. Question: Would the City be interested in bearing some of the initial startup / marketing funds?

*CKW Response: The City may consider initial year(s) marketing needs; scenarios should be included in proposer's presentation portion of the Proposal. Required costs to the City shall be included in the Cost Proposal section of the Proposal.*

4. Question: Will the VM have the authority to approve or reject a promoter or event or will every event need to go to the City Commission for review and approval concerning alcohol and food sales, noise ordinance, etc.

*CKW Response: At this time and relative to this RFP, events requesting the sale of alcohol will need to go in front of the City Commission for approval. There is a possibility to amend the ordinance in the future specific to the Amphitheater.*

5. Question: If the VM books an event through a promoter and the promoter has paid the deposit for the event and the KW City Commission denies the request, will the City reimburse the promoter for the portion of deposit funds lost due to cancellation?

*CKW Response: No. At this time the ordinance for Special Events on City property requires the request go in front of the City Commission for approval. There is a possibility to amend the ordinance in the future specific to the Amphitheater addressing the need for an accelerated approval process to mitigate potential loss of deposits.*

6. Question: Will the VM have the ability to allow an event access to Truman Waterfront Park as well as the Key West Amphitheater?

*CKW Response: The VM will coordinate events at the Amphitheater; however, should a promoter of an event request use of part of the Truman Waterfront Park, then such request could go through the Special Event process for use of City Property.*

7. Question: What can the VM expect relative to “labor” provided by the City?

*CKW Response: The promoter is responsible for all labor needed to run the event. City staff will provide standard day to day maintenance of the Amphitheater (pressure washing, landscape maintenance, general housekeeping, etc.).*

8. Question: Will the naming rights of the Amphitheater need to go out for RFP and who receives the funds provided by the potential sponsor.

*CKW Response: The naming rights of the Amphitheater would need to go out as an RFP and the City shall retain received funds for amphitheater and park maintenance.*

9. Question: What if a company wanted to be the “Sponsor” for a specific event, would the VM retain any of those funds?

*CKW Response: Arrangement with a special event sponsor could be structured to pay all or a portion to the VM. Such arrangement should be included in the Proposer’s Cost Proposal*

10. Question: Would the naming rights funds go to just the Amphitheater or to the entire park?

*CKW Response: See response to Item 8 above.*

11. Question: On Page 2 it states “The Venue Manager will not act as a concert or event promoter...”. The question we have is can a promoter apply for the management position and host their own concerts at the venue as long as the venue remains an open venue to all promoters?

*CKW Response: The City’s intent relative to the RFP was that the VM would facilitate the booking of events, not to act as a promoter. However, the RFP submittal process requests the proposer to provide plans and ideas for the use and management of the Amphitheater. Such plans (and associated savings to the City as presented in the Cost Proposal), may be incorporated into the Amphitheater management plan if found acceptable and in the best interest of the City as determined by the Ranking Committee.*

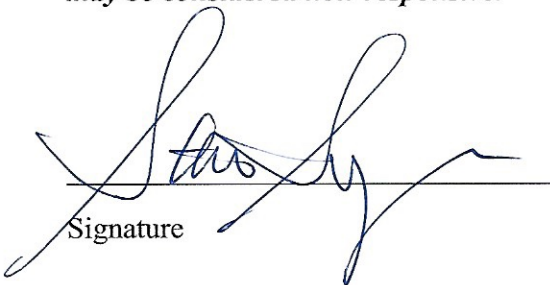
12. Question: If the Venue Manager or company is the holder of a 6COP liquor or catering license, can they use such license for all events held at the amphitheater?  
a. In the event the manager can hold either of these licenses, does the event organizer still need to go in front of city commissioners to get approval of the event or can this decision then be made by the management company? Also in this case, the management company would then negotiate terms with the event organizer in reference to revenue sharing.

*CKW Response: The RFP submittal process requests the proposer to provide plans and ideas for the use and management of the Amphitheater. Such plans (and associated savings to the City as presented in the Cost Proposal), may be incorporated into the Amphitheater management plan if found acceptable and in the best interest of the City as determined by the Ranking Committee. However, such plan may require Ordinance revision or amending. Currently, all events requesting the sale of liquor at the Amphitheater require approval by the City Commission in advance of the event.*

Meeting adjourned: 2:50 PM and attendees were allowed the opportunity to tour the Amphitheater.

Attachments: RFP 006-018 Pre-Proposal Meeting Sign in Sheet

**All Bidders shall acknowledge receipt and acceptance of this Addendum No. 1 with Attachment by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.**

  
Signature

Frameless Creative LLC  
Name of Business



## THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3883

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### **ADDENDUM NO. 2**

#### **RFP 006-018 Key West Amphitheater Venue Manager Additional Questions and City Responses**

This addendum is issued as supplemental information to the bid package for clarification of certain matters of both a general and a technical nature. The referenced Request for Proposal (RFP) package is hereby amended in accordance with the following items:

1. What is the city's ability to take risk on shows (Co-promote and/or full risk)?

*CKW Response: The City has no interest.*

2. Can you provide a production guide or tech packet regarding the rigging and production options?

*CKW Response: Certain information regarding rigging capacities, etc. will be furnished to the selected Venue Manager (VM). Production options are to be developed by the VM.*

3. Can you share the proforma that was used to get approval for funding the project?

*CKW Response: The RFP 006-018 Key West Amphitheater Venue Manager package is all that is to be furnished as part of this solicitation.*

4. What is the total debt service amount on an annual basis?

*CKW Response: The RFP 006-018 Key West Amphitheater Venue Manager package is all that is to be furnished as part of this solicitation.*

5. Would the city consider a bid offering exclusive rights for management, F&B and corporate partnerships?

*CKW Response: The City has requested that the Proposer provide a management program for the new Key West Amphitheater. The submitted proposal packages will be reviewed based on the ability of the Proposer to address the Scope of Services within the RFP package and present a comprehensive program that is in the best interest of the City.*

6. What are the City's expectations for financial performance? For event content (i.e. types of events, how many concerts, cultural events, festivals, etc.)?

*CKW Response: See response 5. above.*

7. Can they share any service contract, including ticketing? Will the City consider a competitive bid process (run by the management) to award a new ticketing contract?

*CKW Response: See response 5. above.*

8. Does the City have a published rate card?

*CKW Response: See response 3. above.*

9. Can you provide an organizational chart for the venue?

*CKW Response: See response 3. above.*

10. Was there a feasibility study conducted for the venue?

*CKW Response: See response 3. above.*

11. What are the current venue rental fees being charged by the City for an event?

*CKW Response: The City rental fees have ranged from \$500 to \$8,000 plus ticket surcharge rates of \$1 to \$2, depending on the scope and nature of the event. It is the intent of the City to have the selected VM develop a rate structure that addresses a full range of events ranging from small local activities to national acts.*

12. What is the capacity of the venue parking lot and are there current parking fees for venue attendees.

*CKW Response: The grass parking area located across from the new KW Amphitheater can accommodate approximately 150 vehicles. However, the City wants the VM to encourage the use of mass transit, biking, walking, for hire services, etc. to minimize the actual number of vehicles coming to the venue. This has been successfully done by promoters during the interim "final construction" period that the KW Amphitheater has been used.*

13. Do you have a venue specifications document, including roof clearance, rigging capability, etc.?

*CKW Response: This information will be furnished to the selected Venue Manager.*

14. How many men's, women's, and handicap restrooms?

*CKW Response: There is one restroom provided at the KW Amphitheater which has 3 women's (incl. 1 HC) toilets and 3 men's (incl. 1 HC) toilets/urinal with sinks.*

15. What other structures are part of the venue, dressing rooms, showers, etc.?

*CKW Response: There are no other permanent structures*

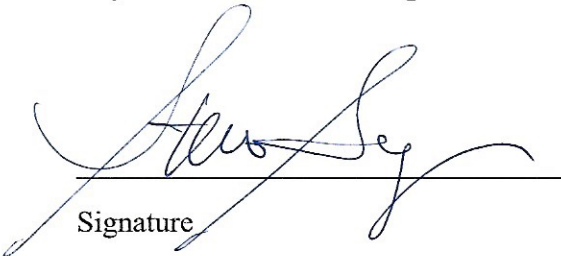
16. What events have taken place at the venue and what kind of attendance has been achieved?

*CKW Response: The proposers are to address the Scope of Services within the RFP package and present a comprehensive program that is in the best interest of the City. Past and future booked events should have no bearing on the RFP proposal.*

17. What events are planned over the next several months?

*CKW Response: See response to Item 16. above.*

***All Bidders shall acknowledge receipt and acceptance of this Addendum No. 2 with Attachment by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.***

  
Signature

  
Name of Business



## THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3883

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### **ADDENDUM NO. 3**

#### **RFP 006-018 Key West Amphitheater Venue Manager**

This addendum is issued as supplemental information to the bid package for clarification of certain matters of both a general and a technical nature. The referenced Request for Proposal (RFP) package is hereby amended in accordance with the following items:

**Delete** *Information and Instructions to Proposers Section 106 Evaluation Criteria and Cost Proposal* and **Replace** with the following:

### **1.6 Evaluation Criteria**

The CITY will convene an Evaluation Panel to conduct a review and ranking of Qualifications Proposals and Cost Proposals submitted in response to the Request for Proposal. The Evaluation Panel will consist of a minimum of three (3) designated CITY staff and/or selected representatives of the CITY. The Evaluation Panel may be assisted by the following non-panel individuals:

1. Reference Verifier - contacts and verifies references listed in the Statement of Qualifications and reports to the Evaluation Panel on findings on fact.
2. Financial and Surety Advisor(s) - reports to the Evaluation Panel on the sufficiency and quality of financial information and creditworthiness, as well as and insurance documentation submitted with a Qualifications Proposal or Cost Proposal.
3. Contact Person - serves as an information conduit between CITY staff, non-panel individuals and the Evaluation Panel.
4. Legal Representative - advises the Evaluation Panel on questions of law that may arise and ensures that the Panel, its members, and the actions and decisions of the panel do not violate existing law or CITY rules, regulations, policies and procedures.

Evaluation of the Qualifications Proposal which includes qualifications and experience, and the Cost Proposal from each Proposer shall be based on evaluation criteria and procedures established within this document. The Evaluation Panel shall evaluate and score the two parts of the proposal from each Proposer and establish the final ranking of submittals received.

## 1.6.2 **Qualifications Presentation and Cost Proposal Presentation**

The two parts of the Proposal and required attachments shall be submitted to the CITY on or before the due date stated in the RFP solicitation. The Proposer must identify any portions of the submittal that are proprietary. The Contact Person will review the submittals and make provisions for withholding proprietary documents from public record.

Each member of the Evaluation Panel will receive a packet containing the Qualifications Proposal and Cost Proposal of each Proposer. The Evaluation Panel will review and score the Qualifications Proposals first, and the Cost Proposal second according to the scoring criteria which follows. The Proposer shall ensure that the required elements of the similar project descriptions and personnel experience are adequately explained in the text with emphasis on how the particular element was performed in conjunction with the overall project. The mere listing of elements without specific details in the body of the description will negatively impact the scoring for the project.

## 1.6.3 **Evaluation Panel Process**

The Evaluation Panel is subject to the state law and CITY rules and regulations. Florida Statute Section 286-011 (“Government in Sunshine Law”) requires that any meeting (including telephone conversations) between two or more members of a public board or commission, for the purpose of discussing any matter on which foreseeable action may be taken by the board or commission, must be publicly noticed and open to attendance by the general public.

Meetings of the Evaluation Panel shall be as follows:

- Initial Orientation Meeting: Within two (2) weeks of the date of receipt of Proposals (following Public Noticing), the Panel members will receive a copy of each Qualifications and Cost Proposal. The Panel members will select a Chairman. If retained, the Reference Verifier, Contact Person, Financial/Security Adviser, and Legal Representative will be identified.

After the initial meeting, each Panel member will have one (1) week to independently review the Qualifications and Cost Proposals for scoring in accordance with the established evaluation criteria. Questions or comments a Panel member has relative to any Proposal shall be directed to the Contact Person to be addressed by the appropriate non-panel individual. Additional meetings of the Panel may be convened to initiate discussions or to develop and direct requests to the Legal Consultant, the Reference Verifier, the Financial and Security Advisor(s), or CITY staff.

- Ranking Meeting(s): After the Panel members have completed their individual evaluations, the Panel will reconvene following Public Noticing to score and conduct a ranking of the Qualifications and Cost Proposals. The Chairman will total and average the scores of each Panel member and calculate the score for each Proposer. The Evaluation Panel shall recommend contract award to the Proposer with the highest total score. This action will end the duties of the Evaluation Panel.

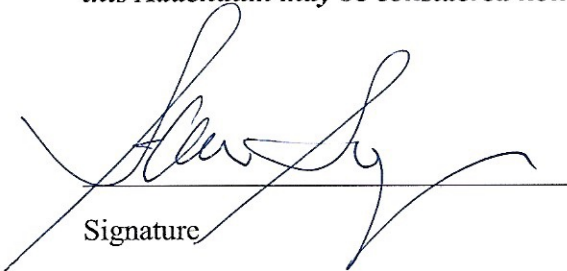


## **Cost Proposal - Compensation (Maximum 200 Points)**

The compensation component of the Cost Proposal will be reviewed following the ranking of the Qualifications Proposal. Each Evaluation Committee member will consider the short term and long-term impacts of the proposed compensation of each proposer from the standpoint of their respective plan for growing the venue as a new facility, to reaching a stable annual calendar of event bookings. The lowest cost may not necessarily be in the best interest of the City if the proposer does not have the experience in the music industry to reach out to promoters to book events that will generate income for the City. It is the goal to have sufficient bookings at the KW Amphitheater to generate a net positive revenue stream to use for maintenance and upkeep of the Amphitheater and overall Truman Waterfront Park.

As this component of the ranking process carries a significant point total towards the overall total points to be awarded, each Evaluation Committee member will give broad consideration to the proposer's approach to compensation and assign points accordingly.

***All Bidders shall acknowledge receipt and acceptance of this Addendum No. 3 with Attachment by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.***

  
Signature

  
Name of Business