



February 20, 2019

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

Dear City of Key West:

The leaders of the City of Key West understand that with sustained growth comes inevitable change. Though your city started as its founders' shared vision of a premier seaport community, it grew and flourished, into a model entertainment and outdoor paradise destination for others to follow. You are rightly proud that your leaders had the vision to meet head-on the challenges associated with growth. Now your residents and guests have presented a new challenge to you: you have to create a proper infrastructure to attract local, regional, national and international promoters to utilize the beautiful amphitheater that has been built.

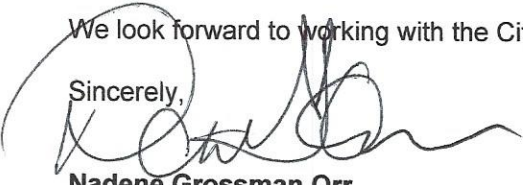
That's what **KEY WEST AMPHITHEATER MANAGEMENT RFQ 19-003** is all about: providing a management team that can build and maintain an infrastructure that attracts such promoters while providing revenue for the city. Meeting this challenge requires a team of experts who can not only manage the property, but have the partnerships and knowledge to create revenue opportunities that may not have been considered. The right allies can help you avoid pitfalls that have plagued other towns who have tried to manage entertainment venues on their own. We've got the Keys and AAG Live appreciates this opportunity to match our capabilities with your needs. AAG Live has partnered with many clients with similar constraints to successfully create and maintain a revenue generating strategy that generates tourism while maintaining community satisfaction. We know we can do the same for you.

We've got the Keys and AAG Live decided to partner on this RFQ because this undertaking needs to have a team that is not only versed in venue management, but has the in-house capabilities of marketing, community relations, audio-visual, self and co-promoted event planning, ticketing, technical advancement, booking, community outreach, vendor integration and sponsorships. By combining forces, our firms will be able to provide the services the venue needs and deserves.

At We've got the Keys and AAG Live, we respond with solutions that best meet your immediate and future needs, presenting the viable options and the reasons behind our recommendations. Our team studied the requirements in your RFP, and they agree that We've got the Keys and AAG Live will fully comply with each requirement. To demonstrate our shared vision, our proposal identifies our plan and available options so that you may have a full understanding of your venue's potential.

We look forward to working with the City of Key West to make this shared vision a reality.

Sincerely,



Nadene Grossman Orr
President and CEO
We've got the Keys



Jason Atwell
CEO
AAG Live

Meet your New Management

We've got the Keys -

With a passion for event planning and a love of Key West, *We've Got the Keys* was founded in 2004, specializing in creative incentive travel and one-of-a-kind events. *We've Got the Keys* has proven to be a leader in the industry with an undisputed reputation for excellence and exceeding the expectations of our clients, our guests, our vendors and our community partners. We take great pride in what we do and recognize how powerful an impact we can make while building a Brand or Re-Branding an existing event.

We've Got the Keys is the premier local event management company in the Florida Keys, owner Nadene Grossman Orr has lived in Key West since 1991; gathering firsthand experience in this industry.

Proudly; one of Nadene's greatest strengths is directing her team of creative and talented individuals, leading them to rise to any challenge, while allowing their expertise to shine through. The results of this leadership style speak for themselves in the outcome of the projects we produce for our clients and for the Keys Community!



Key West Event Specialists

AAG Live -

AAG Live is a full-service production company made up of live event, broadcast and recording industry professionals. We provide a partnership approach with turnkey capabilities. Depending on your specific project, we can handle all the details from venue management, event coordination, logistics, marketing, equipment rentals, staffing, unique entertainment, and much more. AAG Live has been providing quality services since its' opening in 1998 as Apex Audio Group. Rebranded in 2007, when AAG began increasing its extensive audio inventory to include state of the art video and lighting equipment and in-house venue services.



Nadene Grossman Orr Arrived in Key West Florida in 1991 just after Graduation from SUNY Geneseo. Looking back on her introduction to Island Life – she established a strong foundation with the best Key West jobs ... Cocktail Server, Crew on the Catamarans, and Concierge! The 3 C's! She learned the Island inside and out and made lasting friendships that grew into the professional relationships she has today with so many local business owners and industry professionals.

So in love with the Island Lifestyle - Nadene turned her passion into Business in 2004 - establishing We've Got the Keys - Wedding & Event Planners for the Florida Keys. We Coordinated nearly 800 Destination Weddings up until December 2015 when we changed our focus to Corporate Events, Destination Management and Producing City-Wide Festivals & Events.

With an eye for detail Nadene's focus is on designing creative Incentive Travel programs for our corporate clients, introducing visitors to uniquely Key West experiences, customized tours, one of a kind adventures and culinary delights – Nadene & her Team challenge themselves daily to delight, impress and inspire our guests!

Nadene is thrilled to be a producer for the Annual **Key West Songwriters Festival** – founded in 1994 - this event is the largest of its kind - bringing more than 175 Performing Singer Songwriters to Key West each year to perform their original music on Key West's intimate stages - including beaches, bars, theaters and boats!

With a deep sense of Community involvement – Supporting local events and non-profit organizations over the years has been an integral part of our work. In November 2015 Nadene proudly accepted the role of **Event Director for AIDS Help Inc.** – coordinating their annual local events, including **Taste of Key West, Vintners Dinner & The Coronation for King & Queen of Fantasy Fest.**

January 2017 Nadene was selected to become the new Director of **FANTASY FEST!** The We've got the Keys Team took on their Biggest **EVENT** to date! Fantasy Fest is one of Key West's largest and most iconic Festivals – originating in 1979 – this Festival is world famous. Proudly partnering with Wonderdog Studios and expanding our Event Staff to take Fantasy Fest into the Future and Beyond!

December 2017 Nadene & Her Husband Trevor took on a Local Marketing Business for Key West Concierge – a perfect complement to our existing business "**Keys Concierge Marketing**" distributes promotions for Restaurants, Bars, Theatres, Museums and Attractions to the Island's Concierge to help promote these businesses to our visitors!

There is never a dull day - in Key West!
Cheers!



Jason Atwell (born Jason Atwell, May 31, 1982) is an American record producer, TV Producer, Audio Engineer, Tour Manager, Audio Designer, and songwriter. Mr. Atwell developed the True Backstage, an award winning Lecture series based on his experience. Atwell is considered a genius among musical artists for the involvement and creative input he has over every phase of the recording process. Additionally, he engages the idea of the studio as its own distinct instrument. For these contributions, he is acknowledged as a premier influential figure in music recording and touring.

By the mid-2000s, Atwell had produced more than forty singles for various artists, completed 6 world concert tours and participated in over 30 major television broadcasts. Atwell also became the CEO of Titan Audio and Executive VP of Velvet Rope Consulting Corporation based in Beijing, China for the Olympics. Atwell was also the music writer and audio designer for many award winning theme park shows such as Universal Studios' Beetlejuice.

Atwell has recently served on numerous Film, Music and Television boards and has established a solid following within the Arts and Entertainment Education Community. Atwell is currently an active member of the Grammy Association, The Emmy Foundation and the Audio Engineering Society.

<https://www.imdb.com/name/nm2240147/>
www.aag-live.com



Our Leadership that is working for you

Lindsey Sigafoos

We've Got The Keys

Lindsey Sigafoos brings energy, ingenuity, and creativity to event planning. Her education and experience combine to bring fresh ideas infused with a keen sense of applied experiential marketing strategies. She has hands-on knowledge of the Key West community derived from her highly successful marketing/event planning work with Marketshare Company, Garbo's Grill, and We've Got the Keys. Lindsey Sigafoos has industriously nurtured relationships with residents and businesses in Key West and highly values providing them with quality deliverables. Lindsey Sigafoos understands the tourism industry that Key West depends and thrives upon. She has proven strength in fundraising and solicitation of sponsorships and contributors. She has raised revenue for profit and non-profit businesses and has broken records in her salesmanship and ability to promote.

Highlights of Lindsey Sigafoos' career history includes:

- Six years developing and managing Fantasy Fest, with Marketshare Company and We've Got the Keys, the largest annual festival in Key West drawing national sponsors and international attendance.
- In 2015 restructured the sponsorship packages and benefits for Fantasy Fest which resulted in a 25% gain in new sponsorships. This restructuring created maximum benefit for sponsors and financial gains for the event.

Erica Lopez Brown, Accounting

We've Got The Keys

Erica Brown is our staff accountant with over 10 years of experience. She is a 4th generation Conch - graduate of Key West High School and University of South Florida with a degree in Finance. After graduation, she worked for CapTrust Financial Advisors in Tampa assisting high wealth clients. After realizing there is no place like home, she moved back to Key West and has worked with various government entities including FKCC and for the US Navy as a contract employee for Sikorsky Aerospace, and works with many prominent local businesses to fulfill their accounting needs.

Jordan Snodgress, GM**AAG Live**

Jordan is an amazing leader that has skyrocketed to the top of his career. Jordan began his career in entertainment before enlisting in the Navy. While in the Navy, Jordan was in charge of the complete IT system on one of the largest nuclear subs in the Navy. After serving his county, Jordan managed a large entertainment group in Virginia, where he learned both the financial side of the business as well as in-house venue management. AAG Live was lucky to hire him in the beginning of 2018 as a Senior project manager. Due to his great drive and leadership, Jordan was promoted and made the new GM of the Keys and South Florida.

Thomas Kenny, Senior Project Manager**AAG Live**

Thomas is a 30-year veteran in the music industry. Thomas held high level positions at Sirius XM and Iheart radio before moving to AAG Live. Thomas has built a career specializing in music programming as well as calculating future market trends. Thomas also has a successful background in the broadcast industry. The contacts that Thomas has made over his many years, are a great resource to AAG Live and has helped drive AAG Live's success to new heights

KEY WEST AMPHITHEATER MANAGEMENT RFQ 19-003

Director of Event Services and Community Relations

Nadene Grossman Orr

President & CEO

We've got the Keys

(305) 295-9112

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Asst. Director of Event Services and Community Relations

Lindsey Sigafoos

Event Director

We've got the Keys

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Director of Technical Services

Jason Atwell

CEO

AAG Live

(813) 898-9240

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Director of Venue Operations

Jordan Snodgress

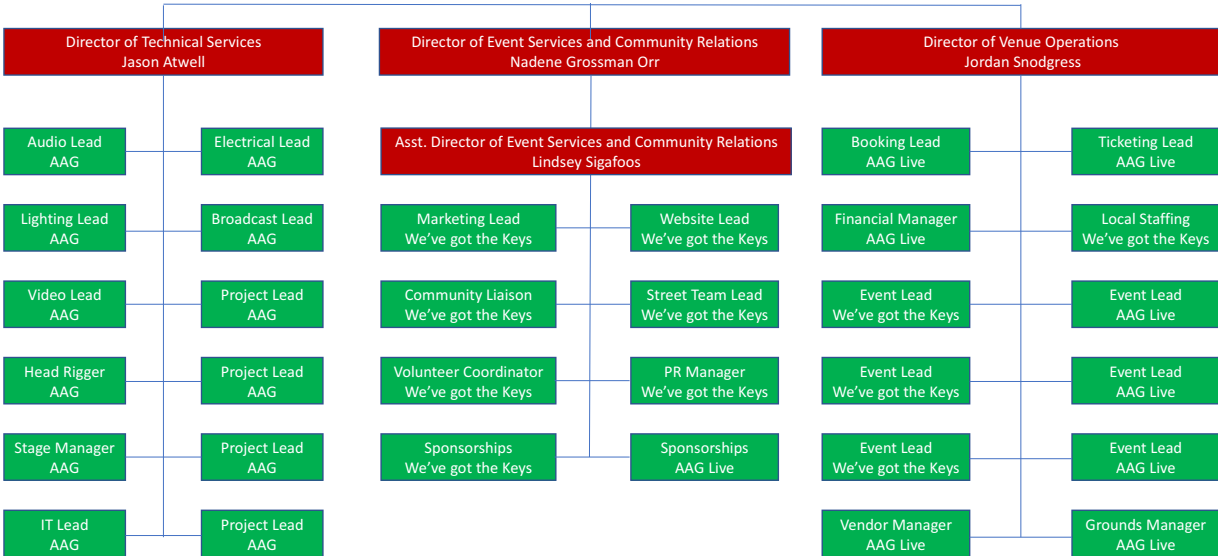
GM Key West

AAG Live

(305) 925-9767

jordan@aag-live.com

ORGANIZATIONAL CHART



Qualifications

We've got the Keys -

We've got the Keys has been and continues to be a local powerhouse when it comes to events, destination management and marketing. With a long standing reputation as the best in Key West, We've got the keys, has its thumb on the pulse of Key West and manages some of its largest events. With a staff that is second to none we have many examples of success such as:

- Key West Songwriters Festival
 - Delivery of a 5-day festival with over 200 performers, 50 shows and 35 different venues within the City of Key West
 - Ran point to: secure and negotiate contracts for all venues, create themes and objectives for the event, develop detailed logistic plans, manage expenditures, and manage the execution including follow-up
 - Proven recruitment and management of a large volunteer force totaling as many as 100
 - Subcontract for support services such as sound and lighting staff; flexing and problem solving as many as 10 light and sound changes per day
 - Demonstrated ability to work with the City of Key West in coordination of city services such as police, fire, EMS, permits/licenses, site control & traffic
- Fantasy Fest
 - Delivery of a 10-day festival with over 120 events at 50 venues within the City of Key West
 - Developed an extensive range of sponsorship packages, uniquely tailored to users, garnering local and national level sponsorships, raising over \$600,000 annually.
 - Demonstrated ability to work with the City of Key West in coordination of city services such as police, fire, EMS, permits/licenses, site control & traffic.

AAG Live -

AAG Live is a company with many years of experience in the venue, broadcast, festival and event business. We pride our firm on hiring industry professions that are not only strong resources themselves but bring a rolodex of irreplaceable contacts and partnerships that allow the impossible to be accomplished. Some of the venue projects we are currently managing are:

- the building and management of an 18,500 seat amphitheater on the treasure coast of Florida in partnership with the Anheuser Busch Family
- Entertainment and Technical Management for large budget fairs such as Indian River and Martin County Fairgrounds
- The building management of a 2500 seat hospitality venue with the Anheuser Busch Family

Some of the current and past event projects include:

- Latin American Music Awards for Telemundo
 - Technical Support
 - Event Setup
 - On-air support
- Beijing Olympics opening Ceremony
 - Gear Rentals
 - Provided Technical Staff
 - Assisted with Broadcast operations
 - Served as a Liaison between Velvet Rope and Government of China
- Multiple tours with Tim Mcgraw, Boyz II Men, Casting Crowns, Sting and many others

We also have secure and long-standing partnerships and relationships with:

- Spectra
- ICM
- CAA
- Telemundo/NBC
- Viacom
- Univision
- ABC/Disney

References

We've got the Keys –

Diane Schmidt

TDC Board Member & General Manager
Ocean Properties / TDA (Fantasy Fest Board)
305-525-2400

diane.schmidt@margaritavillekeywestresort.com

George Fernandez

TDC Vice Chair Person, COO & Owner
Key West Butterfly & Nature Conservatory
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Scott Pridgen

Executive Director
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Liz Young

Executive Director
Florida Keys Arts Council
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AAG Live –

Peter D. O'Bryan

Indian River County Commission Chairman and Transition Advisory Committee on Government Operations for State of Florida

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Trent Merritt

Regional Vice President South East US
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Jay Spicer

General Manager
Martin County Fairgrounds
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Garrett Topp

VP
Southern Eagle and Anheuser Busch Family Foundation
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Methodology and Approach

Our innovative vision for the Key West Amphitheater pivots on evolving the brand to be recognized as a multi-purpose venue, capable of hosting a wide range of events/functions. With our branding, we see this venue becoming an iconic staple of Key West the likes of Mallory Square, Mile Marker Zero, Southernmost Point, San Carlos Institute and the Hemingway Home! It will become known as a major cultural and historical center for leisure and entertainment that attracts visitors to the island and provides a gathering place for locals. The Key West Amphitheatre's allure will be a collaborative atmosphere of diversity and creativity. Tourists & Residents alike will be enticed by unique signature events, live music headliners, performing arts, holiday events, and festivals.

We are looking to create a multitude of revenue streams in which the City of Key West has no cost toward the management of the venue but a fair and consistent revenue stream. The approach is through a revenue share between our firms and the city.

The following revenue streams will be focused on initially:

- Venue Booking and Rental
- Venue Promoted Events
- In-house audio-visual rentals
- Sponsorships
- Vendor Sales
- F&B Management

The revenue streams will be accomplished through the internal resources and our partnerships. By utilizing our partnerships with companies like Spectra we are able to route entertainment that may have not been feasible to do so on the City's own. Our extensive network also allows us to open up to various alternative bookings such as:

- Live Broadcasts
- Commercials
- Sporting Events
- Music Cruises

A major rationale for booking events will center on balancing the type of events and the target audience for events. In this first several years, we will be focused and aware that we are creating a quality brand for the Key West Amphitheatre and are mindful about the image formed by the public, so decisions for utilizing the venue will be selective based on quality, caliber and based on advancing the brand. Signature annual events created jointly with the City of Key West will become beacons for tourism; and be consistent with the brand vision.

Hosted events will certainly drive an increase in economic development for the City of Key West in a variety of ways:

- Signature Events – internally produced events and hosting existing City-Wide Festivals and Events.
- Music/Concerts
- Performance Arts- Dance/Theater/Film/Wallcasts
- Community-Sponsored Events
- Corporate Events & Meetings
- Private Rentals (social events, graduations, proms, reunions, church and social organization uses)

In-house audio-visual rentals will be provided through the multi-million-dollar inventory provided by AAG Live in Key West. This will accomplish three things:

- Enable venue to be rider friendly which in turn attracts artists
- Provides additional revenue streams
- Creates a consistent and more efficient venue

Sponsorships will be categorized in four ways:

- Local
- Regional
- National
- International

By dividing the sponsorship categories, we can create specific packages that maximize the revenue generated, while providing visibility that will create ongoing relationships with our sponsors. This will also allow us to attract larger sponsors for long term commitments such as naming rights and presentation partners.

Sponsorship is an essential part of any marketing plan empowering your brand with credibility. We would create and start selling a custom sponsorship package to attract various sponsors. Success in Key West is directly correlated to community support. We have a history of creating and procuring winning sponsor partnerships. Sponsorship procurement on the National Level is going to give the amphitheater the credibility it will need in the market to place Key West soundly on the Tour Route for these national events we seek. We already work with many national brands in the productions of our events, we have begun compiling our targets for this prestigious sponsor opportunity.

Additional revenue that should not be forgotten is vendor and F&B sales. Through our connections we will be able to integrate these services into the venue to not only create revenue but build customer satisfaction and increased branding. In conjunction with our ticketing we have the ability to provide RF banding technology which will allow us to track and prepare performance reports of our events and vendors.

MARKETING

Our Marketing Approach will include first year initial marketing efforts for the 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.

In the first five years we will focus its marketing efforts in three different areas, branding, developing and growing relationships with promoters and sponsorship procurement.

Branding is an important factor in the success of the amphitheater. In our first year we will develop the brand promise, brand message, tagline, and logo. The brand promise of the amphitheater will be a one of a kind venue with 360* services for big name musical acts to local non-profits. One of the ways we will bring this brand promise to life is by create 3 signature events for the amphitheater to hold. These events will be geared towards embracing the local market and as another attraction for tourist while they are here, or for a reason to visit. Creating these signature events will give the amphitheater a place in the market, showing what the amphitheater is capable of and allowing others to envision their events at the Key West Amphitheater. In the first three year's we will be very selective on what events will be held at the venue. It is important to be selective in the early stages of brand development, so that in the long run you are attracting events that further establish and grow the Brand.

Creating a Logo for the venue – that can easily be embellished with future named sponsors.

We will create continuity and establish a 'brand tag' that will be utilized by all who rent the venue. This will be a logo and a tag line for use with all radio/media advertising promoting events at the Key West Amphitheatre.

Building a user friendly responsive website and establishing and maintaining multiple social media platforms to remain current and relevant to all age demographics.

Establishing and growing a database of patrons and producing a Monthly e-newsletter. This platform will become an opportunity to build sponsor value, gain advertisers and promote those vendors who will be partnering with the venue.

Geotargeting & Re-Marketing campaigns will be established and managed for maximizing results.
Production of marketing materials for print and electronic communication to include but not limited to: Spec Sheet, Chart of Services, special promotions and membership

Building our relationships with local and regional promoters. We have a reputation for precision execution and professionalism with the current local national promoters that we would carry over to our work at the amphitheater.

In the first year we will work collaboratively with our partners to bring big name musical acts to the Key West Amphitheater. We would execute these events with our 360* service and our professionalism. The music industry is tightknit community, so in our first year it is paramount that we chose quality over quantity. These top tier events will become the 'calling cards' for the Key West Amphitheatre. Going in to year two and three we will have established the Amphitheater as a desirable musical venue, and we will grow by hosting more shows and further nurturing our relationships with local and national promoters. In year four and five we will begin to attract larger traveling festivals and shows that are looking for proven venues.

FINANCIAL

Revenue will be shared on gross receipts split for all revenue. This will allow no initial investment or costs associated with the management of venue. We've got the Keys and AAG live will receive 75 percent of the gross receipts to provide all operating funds listed within this proposal. The City of Key West will receive 25 percent of gross receipts. We have prepared two budgets based on similar previous clients that represent potential income from a small and larger event.

Along with a revenue share payment each quarter, the City of Key West will receive a P&L statement for the earnings of that quarter. An annual projection sheet will be provided to the City of Key West for the following year by November 15th, of the previous year. The projection sheet will provide a general idea of potential revenue based on the hard dates booked and the inquiries received for that following year. These projections will help us determine where our target marketing should occur.

STRENGTH IN NUMBERS

We've got the Keys and AAG Live have partnered on this venture due to the powerful strengths and connections each firm brings to the table. If awarded this opportunity, our firms will be able to provide a full-service solution to the venue and community. With over 27 years of community experience, We've got the Keys is able to provide a solid voice for the community along with the knowledge of what works and what does not. We've got the keys also brings event and marketing experience to the partnership. AAG Live, not only brings the connections and partnerships to increase the roster of potential entertainment and rentals of the venue, but they bring a multi-million dollar inventory and a staff that is capable of running a first-class entertainment venue. Our goal is to combine not only these powerful attributes but to create a venue that is easy and attractive to the local community and beyond.

The Following Exhibits will provide additional information for consideration

EXHIBIT A

| Department | Model | Category | Daily Rental Cost |
|------------|--|--------------------|-------------------|
| Audio | 4889 | Line Array Speaker | \$ 150.00 |
| Audio | 4887 | Line Array Speaker | \$ 125.00 |
| Audio | 4881 | Subwoofer | \$ 150.00 |
| Audio | VRX932 | Line Array Speaker | \$ 100.00 |
| Audio | LA12 | Line Array Speaker | \$ 150.00 |
| Audio | LA218 | Subwoofer | \$ 150.00 |
| Audio | VRX915 | Subwoofer | \$ 100.00 |
| Audio | S18 | Subwoofer | \$ 150.00 |
| Audio | PRX 400 | Powered Speaker | \$ 75.00 |
| Audio | PRX 715 | Powered Speaker | \$ 100.00 |
| Audio | Eon 700 | Powered Speaker | \$ 50.00 |
| Audio | 450 | Powered Speaker | \$ 50.00 |
| Audio | CL5 w/ Duel 3224 | Powered Speaker | \$ 500.00 |
| Audio | X32 w/ 32 StageBox | Powered Speaker | \$ 250.00 |
| Audio | Festival Mic Kit | 12 KSM Mics and 32 | \$ 250.00 |
| Labor | A1, V1, LD | Department Lead | \$ 750.00 |
| Labor | A2, V2, ALD | Lead Assist | \$ 500.00 |
| Labor | Production Manager | Manager | \$ 850.00 |
| Labor | Technical Director | Manager | \$ 750.00 |
| Labor | Stage Manager | Manager | \$ 650.00 |
| Labor | Stage Hand | Stage Hand | \$ 300.00 |
| Lighting | SlimPar64 | LED Light | \$ 75.00 |
| Lighting | DMX Followspot | LED Light | \$ 200.00 |
| Lighting | Vista S3 1024 | Lighting Console | \$ 500.00 |
| Lighting | LED Spot | Moving Light | \$ 300.00 |
| Lighting | LED Wash | Moving Light | \$ 300.00 |
| Lighting | Martin Jem / Hazer | Fog Machine | \$ 75.00 |
| Lighting | ETC Source Four | Static Light | \$ 50.00 |
| Lighting | Par64 | Static Light | \$ 50.00 |
| Video | Video Tile | 10mm | \$ 200.00 |
| Video | HD Camera Std. Lens | Camera | \$ 500.00 |
| Video | 18k | Projector | \$ 2,500.00 |
| Video | 22k | Projector | \$ 3,000.00 |
| Video | 12k | Projector | \$ 500.00 |
| Video | Atem 2 Switching System | Video Switching | \$ 500.00 |
| Drape | 7'-12' white and black linear foot with hardware per linear foot | Pipe and Drape | \$ 15.00 |
| Scenic | LED Glow Bar | Bar | \$ 250.00 |
| Power | 400 Amp Edison Distro | Power Distro | \$ 350.00 |
| Power | Motionlabs 200 Amp Edison Distro | Power Distro | \$ 250.00 |
| Power | 100 Amp Edison Distro | Power Distro | \$ 175.00 |
| Staging | 10 x 10 Box | Truss | \$ 100.00 |
| Staging | 10 x 10 Triangle | Truss | \$ 75.00 |
| Staging | MS40 | Mobile Stage | \$ 7,500.00 |
| Staging | 4x8 deck | Stage Deck | \$ 100.00 |
| Staging | Mobile Stage 24x32 | Mobile Stage | \$ 1,250.00 |
| Trailer | 18Ft. Black Production Trailer | Trailer | \$ 500.00 |
| Trailer | 24Ft. White Production Trailer | Trailer | \$ 750.00 |
| Trailer | Audio Record Production Trailer | Trailer | \$ 1,000.00 |
| Wireless | PSM 1000 | IEM | \$ 150.00 |
| Wireless | PSM 900 | IEM | \$ 100.00 |
| Wireless | ULXD Quad Combo | Wireless mic | \$ 150.00 |
| Wireless | UHFR | Wireless mic | \$ 100.00 |

**** Labor Based on 10 hour day, hours 11 & 12. time and a half, +12 double time****

PRICE GUIDE FOR AV EQUIPMENT AND LABOR THAT WILL BE ON SITE

EXHIBIT B

| Department | Model | Category | Daily Rental Cost |
|------------|-------------------------------|------------|-------------------|
| Operations | Non Profit Local | Rental | \$ 1,500.00 |
| Operations | Non Profit out of town | Rental | \$ 4,000.00 |
| Operations | For Profit Local | Rental | \$ 6,000.00 |
| Operations | For Profit Out of Town | Rental | \$ 8,000.00 |
| Operations | Weekday Local Community | Rental | \$ 750.00 |
| Operations | Weekday Out of Town Community | Rental | \$ 1,000.00 |
| Operations | Usher | Labor | \$ 175.00 |
| Operations | Ticket Agent | Labor | \$ 200.00 |
| Operations | Security Unarmed | Labor | \$ 275.00 |
| Operations | Security armed | Labor | \$ 500.00 |
| Operations | Executive Protection Agent | Labor | \$ 750.00 |
| Operations | Cleaning Crew Member | Labor | \$ 175.00 |
| Operations | Operations Supervisor | Labor | \$ 500.00 |
| Operations | Vendor Supervisor | Labor | \$ 450.00 |
| Operations | 10 x 10 Vendor Tent | Hard Goods | \$ 50.00 |
| Operations | 10 x 20 Vendor Tent | Hard Goods | \$ 100.00 |
| Operations | Chair | Hard Goods | \$ 2.00 |
| Operations | 8 foot table | Hard Goods | \$ 8.00 |
| Operations | 60" round Table | Hard Goods | \$ 8.00 |
| Operations | Bistro table | Hard Goods | \$ 6.00 |
| Operations | Hi-Boy Table | Hard Goods | \$ 6.00 |
| Operations | Portable Bar 6' | Hard Goods | \$ 100.00 |
| Operations | Fencing per foot | Hard Goods | \$ 7.50 |
| Operations | Ticket Booth | Hard Goods | \$ 400.00 |

**** Labor Based on 10 hour day, hours 11 & 12. time and a half, +12 double time****

PRICE GUIDE FOR LABOR AND PROPOSED PRICING OF VENUE AND EQUIPMENT

EXHIBIT D

Noise Control

Due to the noise concerns, AAG Live will provide professional noise monitoring equipment on site. By providing such equipment, we will be able to keep records of all sound levels as well as protect the community from any pollution that may occur otherwise. In addition to the noise monitoring, AAG Live will provide an in-house sound system that will provide high quality sound while preserving the noise ordinances for the venue. In, addition the choice of speakers chosen for the venue will also provide control over the direction of the sound and distance it will travel.



we've got
the 
Keys

Key West Event Specialists

ANTI-KICKBACK AFFIDAVIT

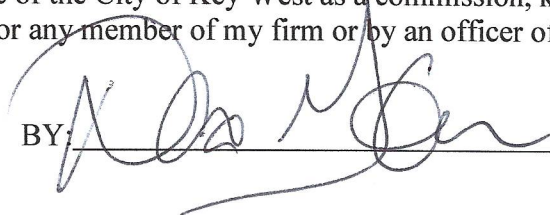
STATE OF FLORIDA

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 20th day of February, 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 City of Key West
by ^{DBA} We've Got the Keys Nadere Grossman Ent. Inc. for
(print individual's name and title) Nadene Grossman Orr CEO
(print name of entity submitting sworn statement)
whose business address is 922 Caroline St Key West FL 33040
and (if applicable) its Federal Employer Identification Number (FEIN) is
20-0976640
(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.

[Handwritten Signature]

(SIGNATURE)

2/20/19

(DATE)

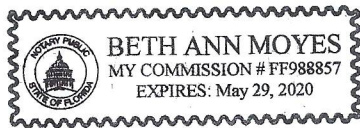
STATE OF FLORIDA

COUNTY OF MONROE

PERSONALLY APPEARED BEFORE ME, the undersigned authority Nadene Grossman DBA who, after first being sworn by me, (name of individual) affixed his/her signature in the space provided above on this 20th day of February 2019

[Handwritten Signature] NOTARY PUBLIC

My commission expires:



EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF Florida)
 : SS
COUNTY OF Monroe)

I, the undersigned hereby duly sworn, depose and say that the firm of _____
Nadere Gussman Pnt Inc.
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.

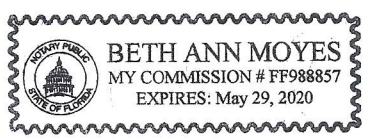
By: [Signature]

Sworn and subscribed before me this 30th day of February 2019.

[Signature]

NOTARY PUBLIC, State of FLORIDA 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

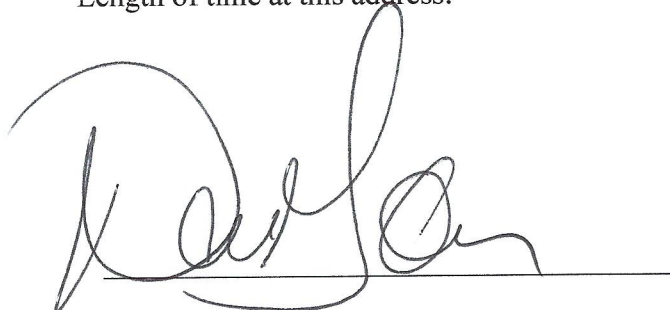
The undersigned, as a duly authorized representative of the vendor listed herein, certifies to the best of his/her knowledge and belief, that the vendor meets the definition of a "Local Business." For purposes of this section, "local business" shall mean a business which:

- 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: Madame Gussmer Ent Inc. Phone: 305 295 9112 Current
Local Address: 922 Caroline St. Fax: n/a (P.O Box
numbers may not be used to establish status)

Length of time at this address:



2/20/19

Signature of Authorized Representative Date

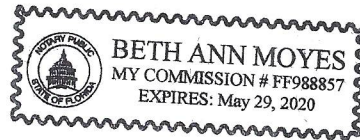
NOTARY

STATE OF FL COUNTY OF Monroe

The foregoing instrument was acknowledged before me this 20th day of February 2019.

NADENE GROSSMAN ORR
By , of (Name of officer or agent, title of officer or agent) Name of corporation
acknowledging) (known to me)
or has produced as identification.

Beth Moyes
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:

Nadere Grossman Ent Inc.

Address

922 Caroline St Key West, FL 33040

Signature

Nadere Grossman Orr

2/28/19
Date

Print Name

CEO

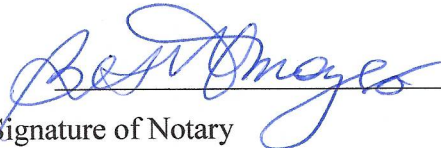
Title

NOTARY FOR THE PROPOSER

STATE OF FLORIDA

COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 20th day of February, 2019. By NADELE GROSSMAN, PRP (Name of officer or agent, title of officer or agent) Name of corporation acknowledging) (PERSONALLY KNOWN TO ME)
or has produced _____ as identification.

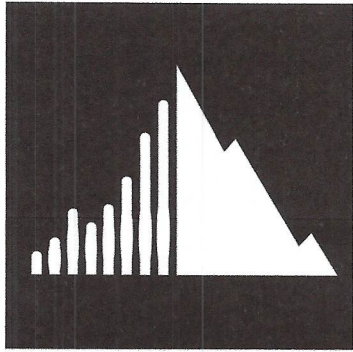

Signature of Notary



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

Supporting documents to: City of Key West Purchasing

Title or Rank



aaag
L I V E

ANTI-KICKBACK AFFIDAVIT

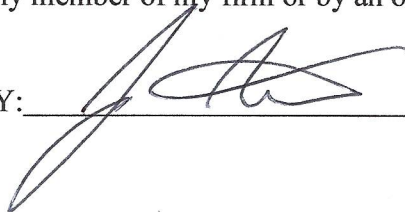
STATE OF FLORIDA

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.

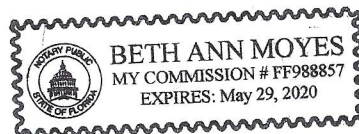
BY: _____



sworn and prescribed before me this 20th day of February, 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 City of Key West
by AAG Live, Inc.

(print individual's name and title) Jason Atwell for
(print name of entity submitting sworn statement)

whose business address is 2011 Flagler Ave. Ste. 4/0 Key West,
and (if applicable) its Federal Employer Identification Number (FEIN) is FL 33040

82-3849468
(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).

JA


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)

2/20/19

(DATE)

STATE OF FLORIDA

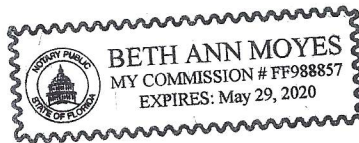
COUNTY OF MONROE

PERSONALLY APPEARED BEFORE ME, the undersigned authority
JASON ATWELL who, after first being sworn by me,
(name of individual) (PERSONALLY KNOWN TO ME)
affixed his/her signature in the space provided above on this
20th day of February, 2019



NOTARY PUBLIC

My commission expires:



EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF FL)

: SS

COUNTY OF Indian River)

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

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: [Signature]

Sworn and subscribed before me this 20th day of February 2019.

NOTARY PUBLIC, State of FL 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

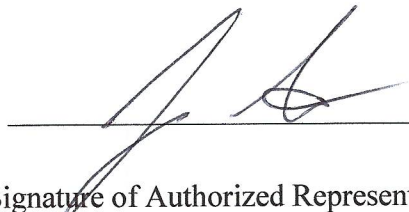
- c) Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.
 - Not a local vendor pursuant to Ordinance 09-22 Section 2-798
 - Qualifies as a local vendor pursuant to Ordinance 09-22 Section 2-798

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: AAG Live Inc. Phone: 813-898-9240 Current

Local Address: 2011 Flayler Ave. Ste. 40 Fax: _____ (P.O Box numbers may not be used to establish status)

Length of time at this address: 8/8/18



Signature of Authorized Representative

2/20/19

Date

NOTARY

FLORIDA

STATE OF ___ COUNTY OF MONROE

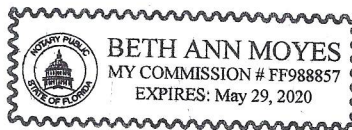
The foregoing instrument was acknowledged before me this 20th day of February 2019.

JASON ATWELL

By , of (Name of officer or agent, title of officer or agent) Name of corporation
acknowledging) (PERSONALLY KNOWN TO ME)

or has produced as identification.

Beth Ann Moyes
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: AAG Live Inc.
Address: 2011 Flagler Ave, Ste. 40 Key West FL 33040
Signature: [Handwritten Signature]
Print Name: Jason Atwell Date: 2/20/19
Title: CEO

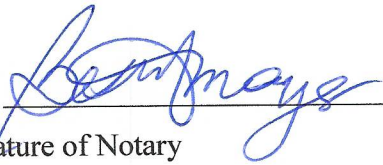
NOTARY FOR THE PROPOSER

STATE OF FLORIDA

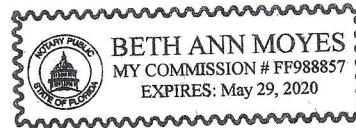
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 20th day of February, 2019. By ASWATWELL, (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



THE CITY OF KEY WEST

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

ADDENDUM NO. 1

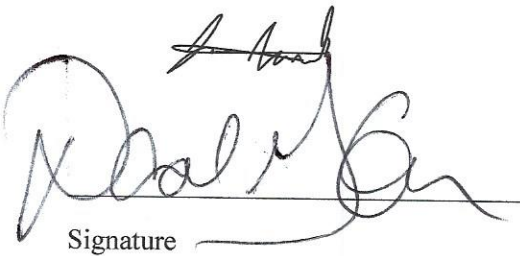
RFQ #19-003 Key West Amphitheater Management

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 Qualifications (RFQ) package is hereby amended in accordance with the following items:

1. Page 2, Section A.2 Project Description:

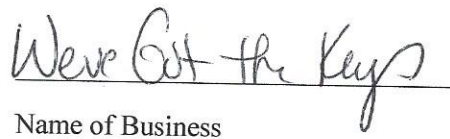
Delete from the second sentence "*Exhibit D, Detailed Scope of Services and Qualifications Requirements*" and replace with "*Section B Scope of Work/Services*".

All Bidders shall acknowledge receipt and acceptance of this Addendum by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.



Signature

Jason Atwell CEO AAG Live



Name of Business



THE CITY OF KEY WEST

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

ADDENDUM NO. 2

RFQ #19-003 Key West Amphitheater Management

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 Qualifications (RFQ) package is hereby amended in accordance with the following items:

- Pre-bid meeting agenda and summary
- Sign-in sheet
- Answers to RFQ questions
- Truman Waterfront Park Phase 1B future site plan

All Proposers shall acknowledge receipt and acceptance of this Addendum by submitting the addendum with their proposal. Proposals submitted without acknowledgement or without this Addendum may be considered non-responsive.

Signature

Jason Atwell CEO AAG Live

Name of Business



THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

Key West Amphitheater Management RFQ 19-003

Pre-Submittal Meeting Agenda

11:00 AM – January 30, 2019

1. Introductions:

- a. Attendee Introductions; Sign-in Sheet – **Mandatory** Pre-Proposal Meeting

2. Request for Proposal critical milestones:

- a. Deadline for Inquiries: February 11, 2019
- b. Final Addenda Issued via DemandStar: February 14, 2019
- c. Proposals Due By: February 20, 2019 – 3:00 PM

3. Project Description:

- a. It is the intent of this RFQ to identify an independent Venue Manager that will organize and manage use of the Amphitheater for financially self-sustaining Events. Refer to Section B for services to be provided.
- b. Venue Management shall be at no direct cost to the City of Key West.

4. Instruction to Proposers / Proposal

- a. The firm or individual who is chosen shall provide services that involve expertise in amphitheater venue management, operation and promotion. The City will consider qualifications that include a broad range of business, financial, and organizational structures and relevant experience in event and facilities management.
- b. Format proposal consistent with Section C.13 Response Content.
- c. Proposals shall be limited to 20 double sided (40 single sided) pages not including PART 2 / FORMS & AFFIDAVITS.
- d. Cone of Silence in effect. All questions **in writing** to Steve McAlearney at smcalearney@cityofkeywest-fl.gov.

5. Term of Agreement

- a. See Appendix A of RFQ for Sample Contract. Proposed contract duration of two (2) years, that may be extended for up to two (2) additional two (2) year terms.
- b. City Management will negotiate final contract and financial arrangements to be negotiated with the highest ranked firm.
- c. Clearly state Proposer requested amendments to the Agreement.

6. Questions/Comments/Site Visit

Sign-in Sheet

Key West Amphitheater RFQ 19-003 Pre- Submittal Meeting

Date: January 30, 2019

Location: KW City Hall

| Name | email | Org | Contact# |
|------------------------------------|----------------------------------|-----------|--------------|
| Jim Bouquet, PE | jbouquet@cityofkeywest-fl.gov | CKW | 305-809-3962 |
| Steve McAlearney | smcalearney@cityofkeywest-fl.gov | CKW | 305-809-3747 |
| CHARLIE BAWER | SMOKINTUNAKW@gmail.com | | |
| KW SONGWRITERS FEST 305, 304, 0814 | | | |
| BOB MURRAY | RMURRAY - 116, 000 | 5116 | 305-295-977 |
| Bill Muehlhauser | | RAMS HEAD | 305-9062173 |
| | bmuehlhauser@ramsheadgroup.com | | |
| Nadene Orr | nadene@wevegotthekeys.com | | 305-295-9112 |
| JIM SCHOLL | CITY MANAGER | | |
| GREG VELIZ | ASST. CITY MANAGER | | |

Answers to RFQ Questions:

- Quarterly Financials will be acceptable in lieu of monthly
- 40 single side page limit to include resumes, letters of reference, etc.
- City Manager will have authority to approve events, normally within 24 hours of request. City Commission approval will not be required.
- Normal “curfew” for the facility is 11:00 P.M.
- Amphitheater Manager responsible for “website” maintenance.
- The City has received a TDC grant for new security fence running parallel to the park road and additional structural supports for sound system. Work to be completed during 2019.
- Amphitheater Management responsible for noise ordinance compliance. Noise levels measured at the Park property line (e.g., adjacent to TAMPOA, Shipyard Condos). There have been no exceedances of noise limits during events held to date. A minimum of 60 days between approved noise exemptions is required.
- City of Key West currently manages the Amphitheater facility. An operating/marketing budget has not been established, although facility maintenance costs are included in the Truman Waterfront Park budget account.
- An addendum will be issued following the meeting to include facility specification sheet and Truman Park Phase 1B site plan. The Phase 1B area will be under construction commencing October 2019 with an anticipated 18-month construction period. This area will not be available for Amphitheater Management use during construction.
- The City Attorney will draft an ordinance permitting alcohol consumption on Amphitheater grounds.
- Additional RFQ questions will be turned around as quickly as possible.
- Annual operating budget will be dependent on contract negotiation.
- There is no commissary on-site.
- City intends to pass an ordinance that allows alcohol sales on-site.

Addendum #3: City of Key West – Key West Amphitheater Management – RFQ #19-003

RFQ Questions:

1) Section A.2: Project Description

- a. The last sentence of this section notes that the Venue Manager will have open and frequent communications with the City of Key West. Will this also entail meetings in a public forum, attending City public hearings, etc.?

On occasion the respondent would be required to appear before the Commission for reporting purposes. A majority of the communication will take place between the Venue Manager and the City Manager or his designee.

2) Section B-4: Venue Operations

- a. The modification of agreements and forms may entail legal support. Will the City Attorney be responsible for the cost and expense of these modifications?

The City will not be able to provide the legal support but will require review by the City's Legal Department prior to the release of documents.

- b. Our expectation is the City will provide and cover costs for grass mowing services at the Amphitheater throughout the term of the Awardee's Agreement. Please confirm.

Should be part of the proposal; if the respondent would be expecting any maintenance from the City it should be outlined in the proposal.

- c. Will the City continue to provide any maintenance and repair services throughout the life of the awarded contract?

Should be part of the proposal; if the respondent would be expecting any maintenance and repair from the City it should be outlined in the proposal.

- d. Has the City budgeted for any facility maintenance for the next two (2 years)? If not, who will be expected to maintain the facility and cover maintenance costs?

The City budgets for all maintenance on a yearly basis unless covered by a separate agreement.

3) Appendix A Sample Contract - Professional Management Services Agreement:

a. General:

- i. Does the City have any requested dates currently scheduled on the master calendar? If so, will these be transferred to the Venue Manager upon contract award? Yes and yes.
- ii. Does the City have any in-place agreements that will be transferred to the Venue Manager upon contract award? If so, please provide copies of the agreements. Yes, see attached.

b. Paragraph 6 – Insurance:

- i. Please clarify in section A1 – “insurances companies satisfactory to the City” either by providing a list of the insurance companies or a “benchmark” such as an AM Best rating that will allow us to get a quote on insurance premiums.

The City requires all insurers to maintain an A.M. Best rating of A-. Any requests for deviation should be directed to Risk Management for acceptance/approval.


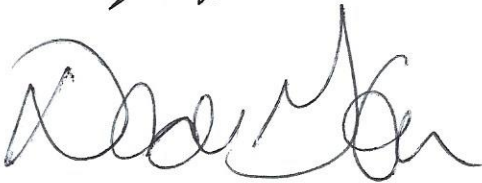
c. Paragraph 13 G – Use of E-Verify:

- i. Will the City waive the requirement that the Venue Manager and subcontractors enroll and participate in E-Verify? No.
- ii. If the E-Verify requirement cannot be waived for the both the Venue Manager and subcontractors, will the City waive this requirement for subcontractors and amend the Section 2 language accordingly, such as, “Manager agrees that it will make commercially reasonable efforts to ensure that its subcontractors enroll and participate in E-Verify Program”?
No

4) Addendum 2, bullet point 9

- a. Please describe what, if any impacts to the Amphitheater are anticipated during the 18-month construction period commencing October 2019.

Impacts to the parking area across the street from the amphitheater are not expected until late fall 2020. At that time, the construction area will be east of a line roughly between the east side of the easternmost swale to the easternmost handicapped parking spot. Estimate 1/3 of current parking area will be affected for up to 12 months. Expected final park configuration attached.

Jason Atwell CEO AAG Live

Doreen G. Orr
Wave Out the Keys

Events at the Amphitheatre 2019

| | | |
|------------------------|--|----------------------------------|
| February 23 | Krewe of Key West Costume Ball | Approved by Commission |
| April 6 th | The Revivalists Concert | Approved by Commission |
| April 10 & 11 | Diversified Solutions | Still waiting on some paperwork |
| April 13 th | Mote Marine Eco Discovery | Going in front of C/M March 5 |
| April 27 th | Reef Relief | Reserved but no paperwork |
| May 4 th | KW Art & Historical Papio | Reserved |
| May 9-12 | KW Songwriters | Reserved |
| May 25 & 26 | Mile Zero Fights | Reserved |
| June 16 | Classical Guitar | Reserved |
| July 6 & 7 | Key West Mermaid Festival | Reserved Have paperwork |
| July 21 | Hemingways Run but run past Amphitheatre | |
| August 16 | Mile 0 fights | Reserved |
| August 24 | Cruise ship Concert | Going in front of the C/M Feb 20 |
| October 18 | Royal Coronation Ball | Reserved |
| October 23 | Pet Masquerade | Reserved |
| October 24 | Headdress Ball | Reserved (Actually till 2023) |
| January 28/Feb 1 | Ohwook Mile Zero | Reserved (Wants till 2020) |

K2M
ARCHITECT

Architecture, Engineering,
Interior Design, Planning,
Asset Management,
Specialty Consulting

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Miami, FL
URL: www.k2m.com
PROF. REG. A00001059
Member of Florida Architects
Member of Florida Engineers
Member of Florida Landscape Architects

State of Florida
Professional Seal
S. GRANLEY
No. 73110
Professional Engineer
Civil
Exp. 12/31/2018

Consultants:
Nortrop Grumman
Nortrop Grumman Corporation
Nortrop Grumman LLC
Civil Engineer
Plant Engineering &
Mechanical
Electrical
Bio Island Lighting & Irrigation
Inc.

TRUMAN WATERFRONT 1B
CITY OF KEY WEST
WATERFRONT PARK
CITY OF KEY WEST
1300 White Street, Key West, FL, 33040

PROJECT INFORMATION
Drawing Set: Project #:
Drawing By: Checked By:
Title:
DATE: October 23, 2018
Company: k2m.com

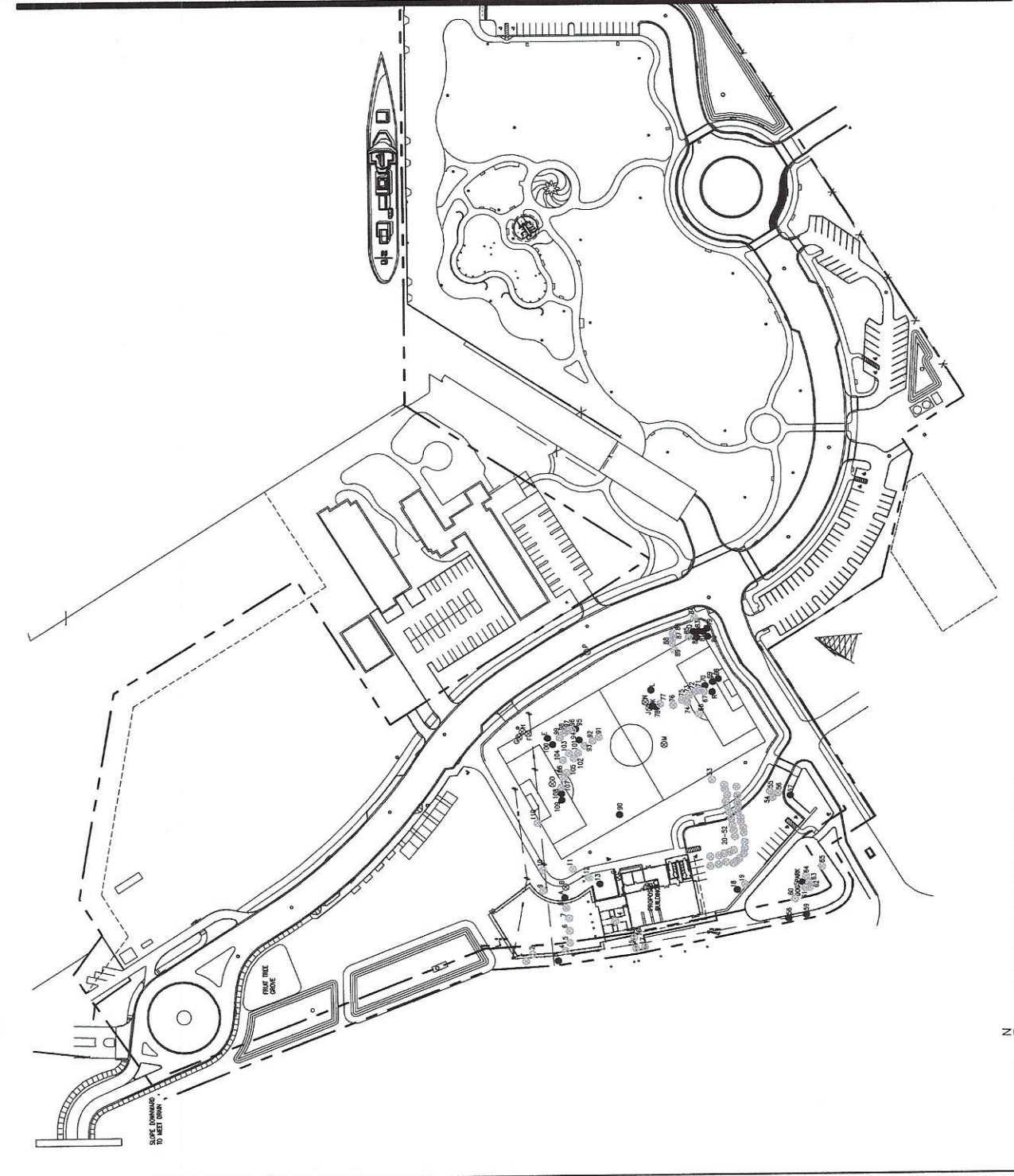
Sheet Number:
L1.1.1

GENERAL NOTES

1. MAINTAIN TREES ON SITE TO BE CUT DOWN FOR FUTURE USE BY LOCAL COMMUNITY. ALL TREES TO BE REMOVED SHALL BE REPLANTED WITH A 1" CALIBER TREE PLUG TO BE 4" DIA. UNLESS PFD CODE.
2. TREES TO BE RELOCATED TO BE RELOCATED WITH A 1" CALIBER TREE PLUG TO BE 4" DIA. UNLESS PFD CODE.
3. MAINTAIN EXISTING SPERM GRANITE CURB AT 1/4" GUTTER.

LEGENDS:

- TREES TO BE RELOCATED
- TREES TO BE REMOVED
- STUMP REMOVED



1
SCALE: 1/8" = 1'-0"
EXISTING LANDSCAPE PLAN