

# REQUEST FOR PROPOSAL

For

## KEY WEST AMPHITHEATER VENUE MANAGEMENT

City of Key West

RFP No. 006-18



March 2018

Prepared by:

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

**INFORMATION TO PROPOSERS**

SUBJECT: REQUEST FOR PROPOSALS RFP NO. 006-18  
KEY WEST AMPHITHEATER VENUE  
MANAGEMENT

ISSUE DATE: SATURDAY, MARCH 31, 2018

MAIL OR SPECIAL  
DELIVERY REPOSSES TO: CITY CLERK  
CITY OF KEY WEST  
1300 WHITE STREET  
KEY WEST, FL 33040

DELIVER PROPOSALS TO: SAME AS

ABOVE PROPOSALS MUST BE  
RECEIVED: WEDNESDAY, MAY 2, 2018

NOT LATER THAN: 3:00 P.M. LOCAL TIME

DAVID SERMACK  
PURCHASING AGENT  
CITY OF KEY WEST

## REQUEST FOR PROPOSAL

Sealed Proposals for the City of Key West RFP No. 006-18 **KEY WEST AMPHITHEATER VENUE MANAGEMENT**, addressed to the City of Key West, will be received at the Office of the City Clerk, 1300 White St., Key West Florida, 33040 until **3:00 pm on Wednesday, May 2, 2018** and then will be publicly opened and read. Any proposals received after the time and date specified will not be considered.

**Please submit two (2) originals and (2) two flash drives with one single PDF file of the entire proposal package on each flash drive. Proposal packages are to be enclosed in sealed envelopes, clearly marked on the outside either "PROPOSAL FOR RFP No. 006-18 KEY WEST AMPHITHEATER VENUE MANAGEMENT" addressed and delivered to the City Clerk at the address noted above.**

The City of Key West is seeking proposals to provide venue management of the Key West Amphitheater. The City will consider proposals that include a broad range of business, financial and organizational structures and relevant experience in event and facilities management, while providing these services at a competitive cost.

Documents may be requested from DemandStar at [www.demandstar.com](http://www.demandstar.com) or by calling 1-800-711-1712 or at [www.cityofkeywest-fl.gov](http://www.cityofkeywest-fl.gov).

A **pre-proposal meeting** will be held in the City Manager's conference room at 1300 White Street, Key West, Florida on **Wednesday, April 11, 2018 at 2:00 P.M.** **Meeting attendance in person or via telcon is mandatory.**

**From computer, tablet or smartphone.**

<https://global.gotomeeting.com/join/402037621>

**Dial in using phone.**

**United States: +1 1 (872) 240-3311**

**Access Code: 402-037-621**

The Proposer will be required to furnish documentation showing that he/she is in compliance with applicable licensing requirements of the State and the provisions of Chapter 66 section 87 of the Code of Ordinances of the City of Key West. Compliance with these provisions is required before the Contractor can enter into the agreement contained in the Contract Documents.

All insurance contracts, and certificates of insurance shall be either executed by or countersigned by a licensed resident agent of the Surety or Insurance Company having his place of business in the State of Florida, and in all ways complying with the insurance laws of the State of Florida. Further, the said Surety or Insurance Company shall be duly licensed and qualified to do business in the State of Florida.

Before a Contract will be awarded for the services contemplated herein, the CITY will conduct such investigation as is necessary to determine the performance record and ability of the apparent successful Proposer to perform the size and type of services specified under this Contract. Upon request, the Proposer shall submit such information as deemed necessary by the CITY to evaluate the Proposer's qualifications.

For information, clarification or to ask questions concerning the proposed services, please contact Gary Volenec, City Engineer, by email only at [gvolenec@cityofkeywest-fl.gov](mailto:gvolenec@cityofkeywest-fl.gov). The City's "Cone of Silence" Ordinance 2-773 does not allow verbal communications.

As stated above at the time of the Proposal submittal the Proposer must provide satisfactory documentation of State Licenses. The Proposer shall furnish documentation showing that he/she is in compliance with the licensing requirements, with City licenses procured within ten days of the award. The successful Proposer must also be able to satisfy the City Attorney as to such insurance coverage and legal requirements as may be demanded by the Proposal in question. The City may reject proposals for any of the following reasons: (1) for budgetary reasons, (2) if the Proposer mis-states or conceals a material fact in its proposal, (3) if the proposal does not strictly conform to the law or is non-responsive to the proposal requirements, (4) if the proposal is conditional, (5) if a change of circumstances occurs making the purpose of the proposal unnecessary to the City, or (6) if such rejection is in the best interest of the City. The City may also waive any minor informalities or irregularities in any proposal.

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### Attachments

- A Proposal Checklist
- B Qualifications Statement - General
- C Cost Proposal
- D Draft Contract
- E Local Vendor Cert. Pursuant to CKW Ord. 09-22 Sect. 2-798
- F Indemnification Affidavit
- G Anti-Kickback Affidavit
- H Public Entity Crimes Affidavit
- I Non-Collusion Declaration and Compliance Affidavit
- J Cone of Silence Affidavit
- K Equal Benefits for Domestic Partners Affidavit

### Appendices

- i. Key West Amphitheater - Site Layout Figure
- ii. Truman Waterfront Park - Event Planning Figure

# 1. Project Description

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The City of Key West is seeking proposals from parties interested in venue management of the Key West Amphitheater. The City will consider qualifications that include a broad range of business, financial, and organizational structures and relevant experience in event and facilities management.

## 1.1.1 Amphitheater Facility

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

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

The Amphitheater property is zoned Historic Residential Commercial Core 4 (HRCC-4), under which the City noise ordinance requires that decibel levels at the property line must be equal to or below 85dBA or 94 dBA between hours of 11am and 2:59am. The CITY desires that the use of the Amphitheater will strike a balance that allows for concert enjoyment without unreasonable disturbance to the surrounding community, so some hours of use may be limited by the City.

## 1.1.2 Venue Management Qualifications

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

proven ability to manage a broad range of events, understand long-term planning and have the ability to identify and secure sponsorship funding while creating and marketing programs to attract use of the Amphitheater. Demonstrated experience in working with a public agency or governmental entity is a plus. The Venue Manager will not act as a concert or event promoter or organizer.

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

### **1.1.3 Anticipated Scope of Services**

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

#### **Administration**

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

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

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

#### **Financial Management**

The Venue Manager will submit a financial management plan for the City's approval. The plan will include a five-year operational financial forecast/proforma, which will be updated annually. The Venue Manager will provide monthly financial reports to the City. Key performance indicators will be established so that operations are financially stable and business plan goals are met. It is anticipated that all events will be charged a fee based on a rate structure developed by the Venue Manager in conjunction with the City. The fee will be commensurate with the market rate for the various proposed uses, but will also consider overall benefit and contribution to the community. The Venue Manager will provide recommendations on venue use fees and ticket surcharges as the basis for payment for use of the Amphitheater. Additional revenue sharing, performance guaranties, and any other sources of



revenue that will accrue to the financial benefit of the Amphitheater may be considered; however, it is not the intent of the City to rely on percentage of the sale of food, beverages and merchandise for revenue. The Venue Manager will collect all up-front fees and settlement with Event Organizers following each event. The Venue Manager will provide a financial accounting of each event and submit payment to the City as required pursuant to the venue management agreement.

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

### **Marketing / Outreach**

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

### **Venue Operations**

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

- Sound System
- Lighting
- Ticketing/box office operations
- VIP Services
- Pre-post show VIP event
- Talent support spaces for dressing rooms, green room, showers, etc.
- Security/ Crowd Control
- Event Staff / Ushers
- Food and Beverage Vendors
- Merchandise Vendors
- Seating-set up and take down
- Transportation/wayfinding; Traffic/parking plan and control
- Site Control: barricades, gates, points of entry
- Sound levels: control, monitoring
- Portable Sanitation
- Cleanup on site and affected neighborhood areas
- Trash/ recycle on site and in neighborhood travel routes
- Perform an after-event review of City improvements to check for damages

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

### **City Services**

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

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

## **Information and Instructions to Proposers**

Project: **KEY WEST AMPITHEATHER VENUE MANAGEMENT - RFP No. 006-18**

This RFP is issued to provide prospective Proposers with information, guidelines, and rules to prepare and submit a Qualifications Proposal and Cost Proposal. The submittal must satisfy all criteria established in this RFP to qualify for an award, unless it is waived by the CITY as an informality, technicality, or irregularity, at CITY's sole discretion.

### **1.2.1 Definitions**

"Evaluation Panel" - The CITY will create an Evaluation Panel (EP) consisting of professional members, its staff, and other agencies, as necessary, to evaluate technical and cost proposals.

"CITY" or "OWNER" - City of Key West, Florida.

"Proposer" - The official entity submitting a proposal in response to this RFP.

"Proposal" - The Proposer's written response to this RFP offering to provide the specified services. It shall be considered as a formal offer and shall be valid for a period of 120 calendar days from the date that Qualifications and Cost Proposals are opened.

"Request For Proposals (RFP)" - A formal written solicitation for sealed proposals to provide requested services, in which qualifications presentations, qualifications, experience, and compensation are among the main selection criteria.

### **1.2.2 Invitation**

This invitation is extended to all qualified individuals or firms, including joint ventures and partnerships that can provide the requirements specified herein. Proposals should be prepared simply and economically, addressing the requirements in a straightforward and concise manner. The requirements presented in this solicitation represent the CITY's anticipated needs.

### 1.2.3 Reservation of Rights

The issuance of this RFP constitutes only an invitation to present Qualifications and cost proposals. The CITY reserves, holds and may in its sole discretion exercise any or all of the following rights and options with respect to this RFP:

1. Determine if Proposer's Statement of Qualifications satisfactorily meets the criteria established in this RFP;
2. Seek clarification from any Proposer submitting a proposal;
3. Reject any or all proposals in accordance with Section 1.2.15;
4. Re-advertise, issue, and solicit for other proposals;
5. Cancel this solicitation at any time with or without the substitution of another proposal;
6. Supplement, amend or otherwise modify this proposal; and,
7. Waive any minor irregularity or informality on any matter to the extent not prohibited by law.

The CITY reserves the right to modify the Scope of Work to be considered for this project. The CITY shall have no liability to any Proposer for any costs or expenses incurred in connection with the preparation and submittal of a Proposal in response to this RFP or otherwise.

### 1.2.4 Pre-Proposal Conference

A **Mandatory** (in person or teleconference) pre-proposal meeting will be held in the City Manager's Conference Room at 1300 White Street, Key West, Florida on April 11, 2018 at 2:00 P.M. Proposers shall submit written questions in accordance with Section 1.2.5.

### 1.2.5 Questions, Interpretational Addenda

Prospective Proposers shall promptly notify the CITY in writing of all conflicts, errors, ambiguities, inconsistencies, or discrepancies that Proposers find in the Proposal Documents.

No verbal inquiries shall be received or responded to. All questions and clarification inquiries from Proposers concerning the proposals must be submitted in writing either through email, or mail. Any written inquiries must be received by CITY no later than ten (10) calendar days prior to the scheduled date for receipt of proposals. Questions will be answered in writing by the CITY and made available to all registered RFP holders. See also Section 1.2.18.

Questions should be sent to:

**City of Key West**

1300 White Street, Key West, FL 33040

**Attn.: Gary Volenec, P.E., City Engineer**

Email: [gvolenec@cityofkeywest-fl.gov](mailto:gvolenec@cityofkeywest-fl.gov)

### 1.2.6 Access to Site

On request, the CITY will provide access to the site to allow prospective Proposers to conduct such investigations and tests as may be deemed necessary to submit proposals. Proposers shall schedule such access in advance by contacting:

**City of Key West**  
1300 White Street, Key West, FL 33040  
**Attn.: Jim Bouquet, P.E., Director of Engineering**  
Email: [jbouquet@cityofkeywest-fl.gov](mailto:jbouquet@cityofkeywest-fl.gov)

## 1.2.7 RFP Documents

This RFP contains the Scope of Services and Appendices providing information/documents including:

- Key West Amphitheater - Site Layout Figure
- Truman Waterfront Park - Event Planning Figure

No information obtained from any officer, agent or employee of the CITY on any such matter, shall in any way affect the risk or obligation assumed by the successful Proposer, or relieve the Proposer from fulfilling any of the conditions of the Contract.

It is the responsibility of the Proposer to ensure that all pages and all addenda are received. All Proposers are advised to closely examine this package. Any questions regarding the completeness of this package and any addenda thereto should be immediately directed to the CITY contact.

The CITY assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of RFP Documentation. The CITY, in making copies of the RFP Documentation available on the above term, does so only for the purpose of obtaining Proposals for the Work to be performed and does not confer a license or grant for any other use.

## 1.2.8 Examination Site

Proposers must satisfy themselves by personal examination of the Key West Amphitheater and by thorough examination of related information identified in the Proposal Documents and all requirements of the Work to be performed. At no time after the submission of a proposal shall the Proposer dispute or complain of such estimate or the nature or the amount of Services to be furnished. Proposers shall be familiar with, and all work shall comply with, all federal, state and local laws, ordinances, codes, rules and regulations that in any way affect the cost, progress or provision of the Services. Failure on the part of Proposers to thoroughly familiarize themselves with applicable laws, ordinances, codes, rules and regulations will in no way relieve them from the responsibility included in the applicable laws, ordinances, codes, rules and regulations.

By submission of a proposal, the Proposer affirms that:

1. He/she has read and understands the RFP Documents, inclusive of the Scope of Services, and the Proposals submitted are made in accordance therewith; and,
2. The Proposer has visited the site and familiarized himself/herself with the local conditions under which the work is to be performed.

The submission of proposals will constitute an incontrovertible representation that the Proposer has complied with every requirement of the Instructions to Proposers, that without exception the proposals are premised upon performing the Services required and that this RFP is sufficient; in scope and detail to indicate and convey an understanding of all terms and conditions for performance of the services. Proposers shall not be entitled to any additional compensation based upon alleged differing conditions that in the opinion of the CITY shall have been reasonably anticipated at the time of preparation of the proposals.

## 1.2.9 Interpretations and Addenda

Proposers shall carefully examine the Request for Proposal documents. Any ambiguities or inconsistencies shall be brought to the attention of the CITY in writing prior to the submittal deadline as stated in Section 1.2.13. Failure to do so on the part of the Proposer will constitute an acceptance by the Proposer of any subsequent decision.

In general, no answer will be given to prospective Proposers in reply to an oral question if the question involves an interpretation of the intent or meaning of the RFP. Any information given other than by means of the RFP, including Addenda as described below, is given informally for informational purposes and for the convenience of the Proposers only and is not guaranteed. The Proposer agrees that such information, interpretations, corrections, or changes will not be binding and shall not be used as the basis of, nor shall the giving of any such information entitle the Proposer to assert, any claim or demand against the CITY on account thereof.

When solicitation revisions to the RFP are deemed advisable or become necessary, including changes to the deadline for proposal submission, they shall be answered only in the form of written addenda posted on Demand Star and the City of Key West website (<http://www.cityofkeywest-fl.gov/>). Please contact Demand Star at <http://www.demandstar.com> or the City of Key West website <http://www.cityofkeywest-fl.gov/> or call 1-800-711-1712 to obtain addenda. All addenda so issued shall become a part of the Contract Documents.

All addenda issued must be acknowledged. Prospective Proposers are advised to contact the CITY prior to the solicitation deadline to ascertain the existence and number of any addenda issued. Failure of any Proposer to receive or to acknowledge receipt of any addenda shall not relieve such Proposer from any terms, conditions and obligations under its proposal as submitted.

Prior to submission of its proposal, the Proposer shall ascertain that it has received all addenda issued. The Proposer shall acknowledge receipt in writing of each individual addendum by completing the acknowledgment included in the Cost Proposal Form.

## 1.2.10 Preparation and Submission of Proposals

Qualifications Proposals and Cost Proposals must be submitted in separately sealed envelopes or boxes by the deadline indicated in this solicitation. The outside of the sealed envelopes or boxes shall be marked "SEALED PROPOSAL"; identified by the name of the Proposer; project name; RFP number; and the Proposer's return address. One envelope will be labeled "Cost Proposal" and the other envelope shall be labeled "Qualifications Proposal." The CITY assumes no responsibility for proposals not properly marked.

Two (2) copies of each proposal shall be submitted (one marked "original" and one marked "copy"), and two (2) flash drives, each shall contain one PDF file each of the full response.

**The Qualifications Proposal shall not exceed 25 double side pages not including required City forms.**

Failure to comply with these requirements may be considered grounds for declaring the submittal non-responsive.

The Proposer shall provide the information requested in the proposal documents. All proposals must be in legible/readable format in computer form, typewritten or executed in ink. All documents requiring execution by an officer or employee having authority to bind the company or firm must be

executed in ink. Signatures shall be required as follows:

1. Proposals by a corporation must be manually executed in the corporate name by the President or Vice President (or other corporate officer, accompanied by written evidence of binding signatory authority). The corporate seal must be affixed and attested by the Corporate Secretary or Assistant Corporate Secretary.
2. Proposals by a partnership must be manually executed in the partnership name and signed by a partner whose title must appear under the signature. The official address of the partnership must be shown below the signature.
3. Attorneys-in-Fact who sign bonds or other surety instruments must attach with each bond or surety instrument a certified and effectively dated copy of their power of attorney.

Please respond concisely to each of the requirements or questions as set forth in the proposal documents. Each requirement or question shall be responded to separately, with the requirement or question preceding each response. Proposals shall be on 8.5" x 11" format included in a loose-leaf binder with section dividers as required further herein. All proposals must include the provided forms. Proposals on Proposer letterhead; or quotation forms will not be accepted. Proposals submitted by facsimile transmission shall not be accepted.

The proper delivery of the proposal to the CITY is solely and strictly the Proposer's responsibility. The CITY cautions Proposers to assure actual delivery of proposals either hand-delivered or mailed via U.S. mail or overnight courier, directly to the CITY prior to the deadline set for opening proposals. The CITY shall not be responsible for delays, caused by the United States Postal Service, other delivery companies or services, or any other occurrence. Proposals submitted by certified or registered mail, not received by CITY at the time of the Proposal Opening will not be honored.

Receipt of a proposal by any CITY office, receptionist, or personnel other than CITY CLERK does not constitute "delivery" as required by this solicitation.

The proposal delivery time will be scrupulously observed. Under no circumstances will proposals delivered after the specified delivery time be considered. Late proposals will be returned to the Proposer unopened with the notation: "This proposal was received after the delivery time designated for the receipt of proposals."

### **1.2.11 Withdrawal of Proposal**

Proposers may withdraw their submitted proposal by notifying the CITY via telegraphic or written communication at any time prior to the proposal submittal deadline. The written request must be signed in a manner identical with the proposal being withdrawn and be worded so as not to reveal the amount of the Cost Proposal.

### **1.2.12 Modifications of Proposals**

Proposers may not modify their proposals after the date(s) and time(s) designated for the receipt of proposals.

Proposers may modify a proposal already submitted by delivering a telegraphic or written communication to the place where proposals are to be submitted at any time prior to the proposal submittal deadline. The written request for modification must be duly executed and signed in a manner identical with the proposal being modified and be worded so as not to reveal the amount of

the original Cost Proposal. It shall however, state the addition, subtraction or other modification to the Cost Proposal, such that the cost will not be known until the sealed Cost Proposal is opened. No modifications will be permitted after the date and time designated for the receipt of Cost Proposals.

### **1.2.13 Alternative Proposals**

While Proposers are expected to provide proposals that fulfill the obligations and requirements imposed by this RFP, **the City encourages alternative proposals reflecting creativity (e.g., outside the box) of the Proposer.**

Oral or telephonic proposals or such modifications to proposals submitted will not be considered.

Nothing contained herein shall place a duty upon the CITY to reject proposals or award a contract based upon anything other than its sole discretion as described herein.

### **1.2.14 Acceptance/Rejection of Proposals**

Selection shall be in accordance with F.S. 287.055. The CITY may reject proposals for any and/or all of the following reasons:

1. For budgetary reasons,
2. If the proposer misstates or conceals a material fact in its proposal,
3. If the proposal does not strictly conform to the law or is non-responsive to the proposal requirements,
4. If the proposal is conditional, or
5. If a change of circumstances occurs making the purpose of the proposal unnecessary to the CITY.

The CITY further reserves the right to reject the proposal of any Proposer that previously failed in the proper performance of an award, or to deliver on time a contract of a similar nature, or who has been suspended or debarred from doing business with the CITY, or who is not in a position to perform properly under this award. The CITY reserves the right to inspect all facilities of Proposers in order to make a determination as to the foregoing.

Reasonable efforts will be made to either award the Contract or reject all proposals within 90 calendar days after proposal opening date. A Proposer may not withdraw its proposal unilaterally nor change the Cost Proposal before the expiration of 90 calendar days from the date of proposal opening. A Proposer may withdraw its proposal after the expiration of 90 calendar days from the date of proposal opening by delivering written notice of withdrawal to the City Clerk prior to award of the Contract by the City Commission.

More than one proposal from an individual, firm, partnership, joint venture, corporation, or association under the same or different names will not be considered. If the CITY believes that any Proposer is included in more than one proposal, all proposals in which such Proposer has an interest will be rejected. If the CITY believes that collusion exists amongst the Proposers, all such collusive proposals will be rejected.

Any blank spaces on the Cost Proposal form, qualifying notes, exceptions, counter offers, lack of required submittals, signatures, or failure to submit on the CITY Cost Proposal form may cause the proposal to be declared non-responsive.

The CITY reserves the right to award to that Proposer which, in the opinion of the CITY, will be in the best interest of and/or the most advantageous to the CITY. Minor irregularities, informalities and technicalities in a proposal may be waived by the CITY. A minor irregularity or informality is a variation from the solicitation that does not affect the Cost Proposal or does not give a Proposer an advantage or benefit not enjoyed by other Proposers, and does not adversely impact the interests of the CITY.

### **1.2.15 Proposal Development Costs**

Neither the CITY nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission, or presentation of a proposal to this solicitation. All information in the proposal shall be provided at no cost to the CITY.

### **1.2.16 Disclosure**

Upon receipt, sealed proposals are exempt from public disclosure until such time as the CITY provides notice of a decision or intended decision or within 30 days after proposal opening, whichever is earlier. Thereafter, all proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers claiming exemptions to disclosure provided by law must provide at the time of the proposal submittal the specific statutory authority for the claimed exemption, identifying the specific data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary. Unless exemption is established, proposals will thereafter be made available for public inspection at the Office of the CITY.

Proposers shall disclose all material facts with its proposal submission pertaining to any felony conviction or any pending felony charges in the last three years anywhere in the United States against:

1. Proposer;
2. Any business entity related to or affiliated with Proposer; or,
3. Any present or former executive employee, officer, director, stockholder, partner or CITY of Proposer or of any such related or affiliated entity.

This disclosure shall not apply to any person or entity that is a stockholder owning less than 20% of the outstanding shares of a Proposer whose stock is publicly owned and traded.

Proposer shall also disclose any civil conviction or pending civil litigation involving contract performance during the last three years anywhere in the United States against the Proposer or any business controlled by or affiliated with Proposer.

The CITY may reject, at its sole discretion, any Proposer it finds to lack honesty, integrity or moral responsibility, or whose present or former executive employees, officers, directors, stockholders, or partners are found to lack honesty, integrity or moral responsibility. The CITY's finding may be based on the disclosure required herein, the CITY's own investigation, public records, or any other reliable source of information. The CITY may also reject any Proposer failing to make the disclosure required herein. By submitting a proposal, Proposer recognizes and accepts that the CITY may reject any proposal at its sole discretion. The Proposer waives any claim it might have for damages or other relief arising from the rejection of its proposal, or resulting directly or indirectly from the rejection of its proposal based on these grounds, or from the disclosure of any pertinent information relating to the reasons for rejection of its proposal. Please also see F.S. Section 287.133 referenced in



Section 1.2.22 of this document.

### **1.2.18 Award and Execution of Contract**

Proposers acknowledge that this solicitation or the proposal does not constitute a contract with the CITY. No contract is binding or official until the CITY and its funding agents approve a contract. The CITY intends to enter into contract agreements with one Proposer, based on the selected proposal and the agreements attached to the RFP.

Where applicable, discrepancies in the Cost Proposal shall be resolved as follows:

1. Discrepancies between prices written in words and prices written in numbers will be resolved in favor of prices written in words.
2. Where proposals have erasures or corrections, each erasure or correction must be in ink and initialed in ink by the Proposer.

The CITY may conduct such investigations as it deems necessary to assist in the evaluation of any proposal and to establish the responsibility, qualifications and financial ability of the Proposers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents.

The Proposer to whom the award is made shall, within fifteen (15) calendar days, not including Sundays, and legal holidays, after receiving notice of award, provide evidence of any required insurance and, if determined applicable by the CITY, negotiate any remaining items for consideration in the contract documents. Failure to execute the contract and/or to provide evidence of any required insurance shall be just cause for annulment of the award. Award may then be made to the next highest ranked Proposer, or the RFP may be re-advertised, at the CITY's discretion.

If within fifteen (15) calendar days, not including Sundays and legal holidays, after issuance of Notice of Contract Award, the successful Proposer refuses or otherwise neglects to execute the required written contract, the Proposer's Proposal may be rejected and negotiations commenced with the next highest ranked firm.

No plea of mistake in the proposal or misunderstanding of the conditions of forfeiture shall be available to the Proposer or as a defense to any action.

### **1.2.19 Tax Exempt Status**

The CITY is a political subdivision of the state of Florida. The CITY is the governing authority and, as such, is exempt from paying sales and use taxes imposed by the state, and federal and state taxes for tangible personal property. Proposers must note that they will be responsible for the payment of all taxes and that the costs thereof are included in the prices stated in the Cost Proposal.

### **1.2.20 Laws, Codes, and Regulations**

Proposers are notified that all applicable federal and state laws, municipal and County ordinances, and the rules, regulations, resolutions, policies, and procedures of the CITY, and any other authority having jurisdiction over any part of the project shall apply to the solicitation and the contract throughout, and are deemed to be included in this solicitation/contract the same as though herein written.

If any discrepancy or inconsistency shall be discovered between the Request for Proposal and any law, code, ordinance, regulation, order of decree, Proposer shall immediately report the same in

writing to the CITY who will issue such instructions as may be necessary. However, it shall not be grounds for a Change Order that the Proposer was unaware of or failed to investigate the rules, codes, regulations, statutes, and ordinances of all applicable governmental agencies having jurisdiction over the proposed services.

### **1.2.21 Conflict of Interest**

All Proposers must disclose with their Qualifications Proposal the name of any officer, director, or agent who is also an employee of the CITY. Further, all Proposers must disclose the name of any CITY employee who owns, directly or indirectly, an interest in the Proposer's firm or any of its branches.

### **1.2.22 Public Entity Crimes Statement (F.S. 287.133)**

As provided in Florida Statute 287.132-133, by submitting a proposal, or entering into a contract, or performing any work in furtherance thereof, the Proposer certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the state of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by Florida Statute 287.133 (3) (a). This certification shall be included as part of Package No. 1 Qualifications Proposal. See Attachment H.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list.

The Proposer further understands and accepts that any contract issued as a result of this solicitation shall be either voided or subject to immediate termination by the CITY, in the event there is any misrepresentation or lack of compliance with the mandates of Section 287.133, Florida Statutes. The CITY, in the event of such termination, shall not incur any liability to the Proposer for any work or materials furnished.

### **1.2.23 Subcontractor and Supplier Information**

Proposers shall list proposed major subcontractors (and/or subconsultants) and suppliers to be used, to include name, mailing address, phone number, fax number, web-site address (if available), e-mail address (if available), type of work subcontracted. The Proposer shall provide an experience statement with pertinent information regarding similar projects and other evidence of qualification for each subcontractor, person or organization. If after due investigation the CITY has reasonable objection to any proposed subcontractor, supplier, person or organization, the CITY may, before Notice of Award, request the successful Proposer to submit an acceptable substitute. The CITY reserves the right to make a determination as to the foregoing.

If the apparent successful Proposer declines to make any such substitution, the CITY may award the Contract to the next highest-ranking Proposer that proposes to use subcontractors, suppliers and other persons and organizations acceptable to the CITY. Failure to make requested substitutions does not constitute grounds for forfeiting the Proposal Security of any Proposer. Any subcontractor, supplier, other person or organization listed and to whom the CITY does not make a written objection prior to issuing the Notice of Award will be deemed acceptable to the CITY, subject to revocation.

No acceptance by the CITY of any such subcontractor, supplier or other person or organization shall constitute a waiver of any right of the CITY to reject defective work/services, materials or equipment not conforming to the Contract Documents.

Proposer shall not change any subcontractors without just cause and approval by the CITY. No Proposer shall be required to employ any subcontractor supplier, other person or organization against whom the Proposer has a reasonable objection.

### **1.2.24 Insurance**

The successful Proposer shall, at its sole expense, provide and maintain in full force and effect throughout the term of the Contract, all insurance coverage as set forth in Attachment D and with insurers and under forms of policies acceptable to the CITY. Evidence of appropriate insurance coverage shall be provided as an attachment to the Cost Proposal. Proposers may fulfill this requirement by having their insurance agent either:

1. Complete and sign an insurance certificate which meets all of the requirements as provided in this RFP; or,
2. Issue a letter on the insurance agency's stationery stating the Proposer qualifies for the required insurance coverage levels and that an insurance certificate will be submitted before final execution or issuance of the contract.

All insurers must be qualified to lawfully conduct business in the state of Florida. Failure of the CITY to notify the Proposer that the certificate of insurance provided does not meet the contract requirements shall not constitute a waiver of the Proposer's responsibility to meet the stated requirements. In addition, receipt and acceptance of the certificate of insurance shall not constitute approval of the amounts or types of coverage listed on the certificate. The successful Proposer shall provide evidence certifying that all insurance is in full force and effect; and such evidence shall include provisions that the insurance shall not be canceled, expire or be materially changed without giving the CITY at least thirty (30) days advance notice by registered mail.

Misrepresentation of any material fact, whether intentional or not, regarding the Proposer's insurance coverage, policies or capabilities, may be grounds for rejection of the proposal and rescinding of any ensuing contract.

### **1.2.25 Non-discrimination Clause**

It is the express policy of the CITY that the CITY shall not conduct business with nor appropriate any funds for any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, gender, age, marital status, sexual orientation or disability.

### **1.2.26 Limitation of Liability**

Any legal action to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the alleged negligent or wrongful act or omission of any employee of the CITY acting within the scope of his/her office or employment is subject to the limitations specified in Florida Statute 768.28.

No officer, employee or agent of the CITY acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any damage suffered as a result of any act, event, or failure to act.

The CITY shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

### **1.2.27 Contract with Third-Parties**

The Proposer shall not enter into any contractual agreement with a third party for performance of any conditions under this RFP without the express written approval of the CITY.

### **1.2.28 Assignment**

The Proposer's proposal, if accepted, resultant contract, and any permits required for performance of the Contract shall not be assigned, conveyed, or otherwise disposed of without permission of the City Commission by Resolution.

### **1.2.29 Minority, Women Business Enterprises or Disadvantaged Business Enterprises**

Design/Build Proposers are hereby informed that the CITY encourages the utilization and participation of Minority, Women Business Enterprises or Disadvantaged Business Enterprises. Proposers are encouraged to seek Minority, Women Business Enterprises or Disadvantaged Business Enterprises for participation in subcontracting opportunities.

The Certified Vendor Directory can be accessed from the Department of Management Services, Office of Supplier Diversity website:

[http://www.dms.myflorida.com/agency\\_administration/office\\_of\\_supplier\\_diversity\\_osd](http://www.dms.myflorida.com/agency_administration/office_of_supplier_diversity_osd)

### **1.2.30 Local Vendor Preference**

Proposers are hereby informed that local vendor preference is given to responsive and responsible Proposers meeting the definition of local business pursuant to section 2-798 which permits the award to a qualified local Proposer, if within five percent of the lowest proposal submitted. However, the ranking of Qualifications of the local Proposer would also need to result in the highest score in order to be considered for the contract award.

### **1.2.31 Domestic Partner Benefits**

Except where otherwise exempt or prohibited by law, a contractor awarded a contract pursuant to a proposal process shall provide benefits to domestic partners of its employees on the basis as it provides benefits to employee spouses.

Such certification shall be in writing and shall be signed by an authorized officer of the contractor and delivered, along with a description of the contractor's employee benefits plan, to the City's procurement director prior to entering a contract.

If the contractor fails to comply with this section, the City may terminate the contract and all monies due or to become the contract may be retained by the City.

### **1.2.32 E-Verify**

Executive Order 11-116, signed May 27, 2011 by the Governor of Florida, requires Department of Economic Opportunity contracts in excess of nominal value to expressly require Contractors to:

1. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the Agreement term; and
2. Include in all subcontracts the requirement that subcontractors performing work or providing services utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.

E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: <https://www.uscis.gov/e-verify>

If Contractor does not have an E-Verify MOU in effect. Contractor must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Contract.

## **1.3 Proposal Checklist (see Attachment A)**

Attachment A provides a proposal checklist.

## **1.4 Qualifications Proposal (see Attachment B)**

Attachment B provides the Qualifications Statement form to be completed by the Proposer and included with Proposal Qualifications in separate sealed envelope.

## **1.5 Cost Proposal (see Attachment C)**

Attachment C provides the Cost Proposal forms to be completed by the Proposer and included in separate sealed envelope.

## **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, the Proposers 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.

### **1.6.1 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 of each Proposer. The Evaluation Panel will review and score the Qualifications Proposals 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.

### **1.6.2 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 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 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. Additional meetings of the Panel may be convened to initiate discussions or to develop and direct requests for information to one or more of the Proposers, 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 Proposals. The Chairman will total and average the scores of each Panel member and calculate the score for each Proposer. This will establish a numeric ranking for each Proposer based on the Qualifications Proposal and attachments.

After the initial ranking of the Qualifications Proposals is finalized, the Chairman will open each Cost Proposal comprised of Cost Proposal form. Additional meetings of the Panel may be convened if deemed necessary.

- Final Ranking: The Cost Proposal Score will then be added to the Qualifications Proposal Evaluation Score and 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.

### 1.6.3 Basis of Scoring

A ranking of Proposers submitting, with higher point totals being desirable, shall be based on weighted scoring criteria for the Proposals as follows:

#### **Qualifications Proposal Points (Maximum 300 Points)**

##### **Part I - Letter of Transmittal and Company Background**

*No Points*

##### **Part II - Qualifications/Experience** (Maximum 150 Points)

- |   |        |
|---|--------|
| A. Proposer’s experience in providing proposed services, including, but not limited to, demonstrating relevant venue management experience, established relationships with concert promoters & examples of sponsorship development. | 0 – 50 |
| B. Qualifications and experience of Key Personnel assigned to the Venue Management team.  | 0 – 20 |
| B. Number of venues that all or some of proposed Venue Management team have worked together.  | 0 – 10 |
| 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 this venue.                | 0– 10  |
| 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.               | 0 - 30 |

F. Provide a one-page conclusion on why your organization should be selected as Venue Manager for the Key West Amphitheater 0 - 20

G. Reference Verification 0 - 10

**Part III - Venue Management Approach** (Maximum 150 Points)

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.

A. Marketing approach - Include 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. 0 - 50

B. Financial Approach – Present a financial management plan which shall include cash management, business controls, and accounting procedures for booking fees, performance guaranties and settlements with concert promoters following events. 0 - 50

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. 0 - 25

D. Provide a copy of Proposer’s most recent financial statement 0 – 25

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

***Total Compensation Proposal that is in the best interest of the City*** 0 - 200

**Total Possible Points ----- 500 Points**



## **2. Contract**

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### **2.1 Contract package (see Attachment D)**

**Attachment A**  
**Proposal Checklist**

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## PROPOSAL CHECKLIST

### 1. \_\_\_\_\_ QUALIFICATIONS PROPOSAL - PACKAGE NO. 1

#### **(SEPARATE FROM PACKAGE NO. 2 & SEALED)**

In addition to Qualifications Proposal, Bidders shall execute and include the following with Package No. 1:

- Local Vendor Certification – Attachment E
- Indemnification Form – Attachment F
- Anti-Kickback Affidavit – Attachment G
- Public Entity Crimes Form – Attachment H
- Non-Collusion Declaration and Compliance - Attachment I
- Cone of Silence Affidavit – Attachment J
- Equal Benefits for Domestic Partners Affidavit – Attachment K

Failure to include the above forms may result in a determination that the proposal is non-responsive.

### 2. \_\_\_\_\_ COST PROPOSAL - PACKAGE NO. 2

#### **(SEPARATE FROM PACKAGE NO. 1 & SEALED)**

- COST PROPOSAL - TOTAL COMPENSATION

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

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## 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:

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

Nature of Partnership (General, Limited, or Association):

Name and Address of Partners:

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

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**Attachment C**  
**Cost Proposal - Package No. 2**

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## **PACKAGE NO. 2 - COST PROPOSAL**

for

KEY WEST AMPHITHEATER VENUE MANAGEMENT

KEY WEST, FLORIDA

RFP 006-18

(Include with in a separate package from Package No. 1 and in Sealed Envelope)

NOTE TO PROPOSER: Use ink, preferably BLACK, for completing this proposal form.

To: City Clerk, City of Key West

Address: 1300 White Street  
Key West, Florida 33040

Project Title: KEY WEST AMPHITHEATER VENUE MANAGEMENT  
Key West, Florida

CITY Project No.: RFP 006-18

PROPOSER'S person to contact for additional information on the  
Proposal:

Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

### **BIDDER'S DECLARATION AND UNDERSTANDING**

The undersigned hereinafter called the Proposer, declares that the only persons or parties interested in this Proposal are those names herein, that this Proposal is, in all respects, fair and without fraud, that it is made without any connection or collusion with any person submitting another Proposal on this Contract.

The Proposer further declares that the Proposer has carefully examined the Request for Proposal, that the Proposer attended the Pre-proposal Meeting, that the Proposer has satisfied himself as to the scope of the Project, as well as the detailed requirements of the Contract, and that this Proposal is made according to the provisions and under the terms of the Contract. Furthermore, the Proposer acknowledges all information presented in the Instructions to Proposers.

## **Certificates of Insurance**

The Proposer further agrees to furnish to the City, before signing of the Contract, the certificates of insurance as specified in the Request for Proposal Documents. The CITY shall be listed as additionally insured on all Insurance Certificates.

## **Contract Duration**

Proposer further agrees to an initial two (2) year Contract with an option that the Contract may be extended for up to two (2) additional two (2) year terms if agreed to by both Parties.

## **Addenda**

The Proposer hereby acknowledges that he has received Addenda No's \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, (Bidder shall insert No. of each Addendum received) and agrees that all Addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that the Proposal includes all impacts resulting from said Addenda.

## **Sales and Use Taxes**

The Proposer agrees that all sales and use taxes are included in the stated cost for the work, unless provision is made herein for the Proposer to separately itemize the amount of sales tax.

## **Public Entity Crimes**

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



## Cost Proposal – Total Compensation

The Proposer can agree to accept as payment for venue management services a lump sum bid amount, a commission percentage based on City revenues from the Amphitheater income, or a combination thereof; please describe proposed compensation plan below (attach additional page if necessary):

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## Proposer

The name of the Proposer submitting this Proposal is:

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doing business at:

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Street

City

State

Zip Code

which is the address to which all communications concerned with this Proposal and with the Contract shall be sent.

The names of the principal officers of the corporation submitting this Proposal, or of the partnership, or of all persons interested in this Proposal as principals are as follows:

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**If Sole Proprietor or Partnership**

IN WITNESS hereto the undersigned has set his (its) hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Signature of Proposer: \_\_\_\_\_

Title: \_\_\_\_\_

**If Corporation**

IN WITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affixed by its duly authorized officers this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(SEAL)

\_\_\_\_\_  
Name of Corporation

By \_\_\_\_\_

Title \_\_\_\_\_

Attest \_\_\_\_\_

Secretary

**Attachment D**  
**Draft Contract**

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## **PROFESSIONAL MANAGEMENT SERVICES AGREEMENT**

THIS PROFESSIONAL MANAGEMENT SERVICES AGREEMENT dated this \_\_\_\_ day of \_\_\_\_\_, 2018, is by and between the City of Key West, a political subdivision of the State of Florida (hereinafter "CITY") and \_\_\_\_\_ (hereinafter the "MANAGER"), collectively, the "Parties".

### **RECITALS**

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

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

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

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

#### **1. PROFESSIONAL MANAGEMENT SERVICES**

The MANAGER shall work independently to ensure proper operation of the VENUE while minimizing CITY involvement in event operations. The MANAGER will be responsible for the administration, financial management, marketing/outreach, venue operations, and coordination with CITY services. The scope of these services is presented in further detail in the RFP No. 006-018 KEY WEST AMPHITHEATER MANAGEMENT, and shall hereinafter be referred to as "Professional Management Services".

##### **A. Administration**

The MANAGER will prepare and coordinate a master calendar of amphitheater events, bookings and venue operations. The calendar needs to incorporate annual CITY events that may impact use of the Amphitheater and surrounding Truman Waterfront Park grounds.

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

The Event Organizer is responsible for talent, advertising, sponsorships, cost of all contracted and CITY services and venue fees.

## **B. Financial Management**

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

## **C. Marketing / Outreach**

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

## **D. Venue Operations**

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

- Sound System
- Lighting
- Ticketing/box office operations
- VIP Services
- Pre-post show VIP event
- Talent support spaces for dressing rooms, green room, showers, etc.
- Security/ Crowd Control
- Event Staff / Ushers
- Food and Beverage Vendors

- Merchandise Vendors
- Seating-set up and take down
- Transportation/wayfinding
- Traffic/parking plan and control
- Site Control: barricades, gates, points of entry
- Sound levels: control, monitoring
- Portable Sanitation
- Cleanup on site and affected neighborhood areas
- Trash/ recycle on site and in neighborhood travel routes
- Perform an after-event review of CITY improvements to check for damages

The MANAGER shall comply with all CITY rules, regulations, and procedures governing the operation of the VENUE, and ensure compliance by all Vendors or contracted services. Additionally, the MANAGER shall require all professional entertainment comply with any noise ordinance enacted by the CITY. The MANAGER shall ensure Event Organizers obtain a Special Events Permit, if necessary.

**E. CITY SERVICES**

The MANAGER will act as liaison for Event Organizers to plan and coordinate with the CITY for services which may include:

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

The CITY Manager shall have the final decision-making authority on the approval of all professional entertainment to be booked at the VENUE, and all Event Ticket Surcharges.

**2. WORK**

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

**3. EFFECTIVE DATE AND TERM**

This Agreement shall be effective commencing \_\_\_\_\_, 2018 and shall continue for two (2) years until \_\_\_\_\_, 20\_\_\_. After the initial term, this Agreement may be extended for up to two (2) additional two (2) year terms provided same is agreed to by the Parties in writing.

#### **4. MANAGEMENT FEE**

The MANAGER shall be entitled to a monthly fee of \_\_\_\_\_ dollars consisting of one-twelfth of their bid price for all Professional Management Services provided herein, subject to the approval of the CITY. The MANAGER shall provide reports and invoices to the CITY on a monthly basis. The MANAGER shall not be reimbursed for any expenses.

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

#### **5. PAYMENTS**

The MANAGER shall collect all up-front fees and deliver to the CITY prior to each Event. Within ten (10) business days of the completion of said Event all Ticket Surcharge Fees for facility maintenance shall be reconciled with the Event Organizer and delivered to the City.

#### **6. INSURANCE**

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

##### A. General Insurance Requirements

1. During the term of the Contract, the MANAGER shall provide, pay for, and maintain with insurance companies satisfactory to the CITY of Key West (CITY), the types of insurance described herein.
2. All insurance shall be from responsible insurance companies eligible to do business in the State of Florida. The required policies of insurance shall be performable in Monroe County, Florida, and shall be construed in accordance with the laws of the State of Florida.
3. The CITY shall be specifically included as an additional insured on the MANAGER's Commercial General Liability, Umbrella Liability and Business Automobile Liability policies and shall also provide the "Severability of Interest" provision (a/k/a "Separation of Insured's" provision). The CITY's additional insured status should be extended to the Completed Operations coverage. ISO's standard "Blanket Additional Insured" will not be acceptable.
4. The MANAGER shall deliver to the CITY, prior to the CITY issuing the Notice to Proceed, properly executed "Certificate(s) of Insurance", setting forth the insurance coverage and limits required herein. The Certificates must be personally, manually signed by the authorized representative of the insurance company(s) shown on the

Certificate of Insurance. In addition, certified, true and exact copies of the insurance policies required herein shall be provided to the CITY, on a timely basis, if requested by the CITY.

5. The MANAGER shall take immediate steps to make up any impairment to any Aggregate Policy Limit upon notification of the impairment. If at any time the CITY requests a written statement from the insurance company(s) as to any impairment to the Aggregate Limit, the MANAGER shall promptly authorize and have delivered such statement to the CITY.
6. The MANAGER authorizes the CITY and/or its insurance consultant to confirm all information furnished to the CITY, as to its compliance with its Bonds and Insurance Requirements, with the MANAGER's insurance agents, brokers, surety, and insurance carriers.
7. All insurance coverage of the MANAGER shall be primary to any insurance or self-insurance program carried by the CITY. The CITY's insurance or self-insurance programs or coverage shall not be contributory with any insurance required of the MANAGER in this Contract.
8. The acceptance of delivery to the CITY of any Certificate of Insurance evidencing the insurance coverage and limits required in the Contract does not constitute approval or agreement by the CITY that the insurance requirements in the Contract have been met or that the insurance policies shown in the Certificates of Insurance are in compliance with the Contract requirements.
9. No work or occupancy of the premises shall commence or continue at the site unless and until the required Certificate(s) of Insurance are in effect and the written Notice to Proceed is issued to the MANAGER by the CITY.
10. The insurance coverage and limits required of the MANAGER under this Contract are designed to meet the minimum requirements of the CITY. They are not designed as a recommended insurance program for the MANAGER. The MANAGER alone shall be responsible for the sufficiency of its own insurance program. Should the MANAGER have any question concerning its exposures to loss under this Contract or the possible insurance coverage needed therefore, it should seek professional assistance.
11. The CITY and its Tenants may continue to operate their businesses on the CITY's premises during the activities of the MANAGER. No property used in connection with their activities shall be considered by the MANAGER's insurance company as being in the care, custody, or control of the MANAGER.
12. Should any of the required insurances specified in this Contract provide for a deductible, self-insured retention, self-insured amount, or any scheme other than a fully insured program, and the insurance company providing the coverage will not agree in writing to pay the deductible or retention including the costs of defense as provided for in its policy



without consideration of the deductible or retention in the settlement of insured claims, then the MANAGER agrees, if required by the CITY, to provide, pay for, and maintain a surety bond acceptable to the CITY from an insurance company acceptable to the CITY (or a standby irrevocable Letter of Credit acceptable to the CITY) in the amount of the deductible or retention, guaranteeing payment of the deductible or retention. Said guarantee is to continue for four (4) years following completion of the Work.

13. All of the required insurance coverage shall be issued as required by law and shall be endorsed, where necessary, to comply with the minimum requirements contained herein.
14. All policies of insurance required herein shall require that the insurer give the CITY thirty (30) days advance written notice of any cancellation, intent not to renew any policy and/or any change that will reduce the insurance coverage required in this Contract, except for the application of the Aggregate Limits Provisions.
15. Renewal Certificate(s) of Insurance shall be provided to the CITY at least twenty (20) days prior to expiration of current coverage so that there shall be no interruption in the work due to lack of proof of the insurance coverage required of the MANAGER in this Contract.
16. If the MANAGER utilizes sub-contractors to perform any work governed by this agreement, the MANAGER will ensure all sub-contractors maintain the same types and amounts of insurance required of the MANAGER. In addition, the MANAGER will ensure that the MANAGERS and sub-contractors insurances comply with all of the Insurance Requirements specified for the MANAGER contained within this agreement. The MANAGER shall obtain Certificates of Insurance comparable to those required of the MANAGER from all sub-contractors. Such Certificates of Insurances shall be presented to CITY upon request. MANAGER's obligation to ensure that all sub-contractor's insurance as provided herein shall not exculpate MANAGER from the direct primary responsibility MANAGER has to CITY hereunder. CITY may look directly to MANAGER for any such liability hereunder and shall not be obligated to seek recovery from any sub-contractor or under such sub-contractor's insurance coverages.

#### B. Specific Insurance Coverages and Limits

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

Work involved, shall include U.S. Longshore and Harbor Workers' Compensation Act Coverage. The minimum acceptable limits shall be:

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

4. Commercial General Liability Insurance shall be maintained by the MANAGER on the Full Occurrence Form. Coverage shall include but not be limited to Premises and Operations, Personal Injury, Contractual for this Contract, Independent MANAGERS, Broad Form Property Damage, and Products & Completed Operations Coverage and shall not exclude coverage for the "X" (explosion), "C" (collapse) and "U" (underground) Property Damage Liability exposures. Limits of coverage shall not be less than:

Bodily Injury & Property Damage Liability	\$3,000,000.00 Combined Single Limit each Occurrence and aggregate.
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Completed Operations Liability Coverage shall be maintained by the MANAGER for a period of not less than four (4) years following Final Completion and Acceptance by the CITY.

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

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

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

## 7. INDEMNIFICATION

To the fullest extent permitted by law, the MANAGER expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees (herein called the "indemnitees") from any and all liability for damages, including, if allowed by law, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, caused in

whole or in part by any act, omission, or default by MANAGER or its sub-contractors, material men, or agents of any tier or their employees, arising out of this agreement or its performance, including any such damages caused in whole or in part by any act, omission or default of any indemnitee, but specifically excluding any claims of, or damages against an indemnitee resulting from such indemnitee's gross negligence, or the willful, wanton or intentional misconduct of such indemnitee or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the MANAGER or its sub-contractors, material men or agents of any tier or their respective employees.

## **8. AUDITS, RECORDS AND RECORDS RETENTION**

The MANAGER agrees:

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

**9. TERMINATION**

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

**10. NOTICE**

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

Notice to MANAGER:	NAME, TITLE COMPANY NAME ADDRESS
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Notice to the CITY:	City Manager City of Key West PO Box 1409 1300 White Street Key West, FL 33040
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**11. CONTRACT MANAGEMENT**

- A. The City Manager or designee shall be and is hereby authorized as the representative of the CITY, responsible for the day to day operational management of the provisions of the Agreement, including all matters related to the payment for Professional Management Services

rendered by the MANAGER hereunder, unless or until a written notice is provided to the MANAGER stating otherwise.

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

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

## **12. FIDELITY BOND**

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

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

## **13. MISCELLANEOUS PROVISIONS**

### A. Status.

The MANAGER at all times relevant to this Agreement shall be an independent MANAGER and in no event shall the MANAGER nor any employees or subconsultant under it be considered to be employees of the CITY.

### B. Conflicting Employment.

For the duration of this Agreement, the MANAGER shall not enter into any other agreements that would ethically conflict with its obligations under this Agreement.

### C. Licenses.

The MANAGER shall be responsible for obtaining and maintaining its city occupational license and any licenses required pursuant to the laws of Monroe County, the CITY, or the State of Florida. Should the MANAGER, by reason of revocation, failure to renew, or any other reason, fail to maintain its license(s) to operate, the MANAGER shall be in default as of the date such license is lost.

### D. Assignments.

This Agreement shall not be assigned or sublet as a whole or in part without the prior written consent of the CITY nor shall the MANAGER assign any monies due or to become due to him hereunder without the prior written consent of the CITY.

### E. Monitoring.

The MANAGER shall permit persons duly authorized by the CITY to inspect any records, papers,

documents, facilities, goods, and services of the MANAGER which are relevant to this Agreement, and interview any clients and employees of the MANAGER to assure the CITY of the MANAGER's satisfactory performance of the terms and conditions of this Agreement

F. Public Entity Crimes Statement.

In accordance with Section 287.133, Florida Statutes, MANAGER hereby certifies that to the best of his knowledge and belief neither MANAGER nor his affiliates have been convicted of a public entity crime. MANAGER and his affiliates shall provide the CITY with a completed public entity crime statement form no later than January 15 of each year this Agreement is in effect. Violation of this section by the MANAGER shall be cause for termination of this Agreement by the CITY.

G. Unauthorized Alien(s) And E-Verify.

The MANAGER agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this Agreement. The CITY shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for termination of this Agreement by the CITY.

1. MANAGER agrees that it will enroll and participate in the federal E-Verify Program for Employment Verification. MANAGER further agrees to provide to the CITY, within thirty days of the effective date of this contract/amendment/extension, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile" screen", which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).
2. MANAGER further agrees that it will require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program within sixty days of the effective date of this contract/amendment/extension or within sixty days of the effective date of the contract between the MANAGER and the subcontractor, whichever is later. The MANAGER shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the CITY upon request.
3. MANAGER will utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: (a) all persons employed during the term of the Agreement by MANAGER to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by MANAGER to perform work pursuant to the Agreement.
  - a. MANAGER must use E-Verify to initiate verification of employment eligibility for all persons employed during the term of the Agreement by MANAGER to perform employment duties within Florida within 3 business days after the date of hire.

- b. MANAGER must initiate verification of each person (including subcontractors) assigned by MANAGER to perform work pursuant to the Agreement within 60 calendar days after the date of execution of this contract or within 30 days after assignment to perform work pursuant to the Agreement, whichever is later.
4. MANAGER further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its sub-contractors as provided above, and to make such records available to the CITY or other authorized state entity consistent herewith.
5. Compliance with the terms of this *Employment Eligibility Verification* provision is made an express condition of this Agreement and the CITY may treat a failure to comply as a material breach of this Agreement.

H. Non-Waiver

Failure by the CITY to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement terminated shall not constitute a general waiver or relinquishment of the same, or of any other terms, conditions or acts but the same shall be and remain at all times, in full force and effect.

I. Modifications.

This Agreement constitutes the entire understanding of the Parties. Any modifications to this Agreement must be in writing.

J. Venue and Waiver of Jury Trial.

Venue for all actions arising out of this Agreement shall lie in Key West, Monroe County, Florida. Both parties to this Agreement waive trial by jury on any action brought to enforce or otherwise related to this agreement.

K. Construction.

The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida.

L. Compliance With Anti-Discrimination Legislation.

In providing, or contracting to provide services, programs or activities, maintaining facilities, and otherwise performing obligations under this Agreement, the MANAGER shall comply with the Americans with Disabilities Act, the Civil Rights Act of 1964, as amended, the Florida Civil Rights Act of 1992, and any other federal or state law that prohibits discrimination on the basis of race, color, national origin, religion, sex, age, marital status, or disability.

M. Headings In This Agreement.

The headings in this Agreement are for convenience only, confirm no rights or obligations in either Party, and do not alter any terms of this Agreement.

N. Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, shall remain in full

force and effect as if such invalid or unenforceable term had never been included.

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

\*\*\*NAME OF PROPOSER

CITY OF KEY WEST

\_\_\_\_\_  
NAME: \_\_\_\_\_  
President and Executive Director

\_\_\_\_\_  
James Scholl,  
City Manager

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

WITNESS:

ATTEST:

\_\_\_\_\_  
(Signature of Witness)

\_\_\_\_\_  
Cheryl Smith  
City Clerk

\_\_\_\_\_  
(Print Name of Witness)

\_\_\_\_\_  
(Signature of Witness)

\_\_\_\_\_  
(Print Name of Witness)



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

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LOCAL VENDOR CERTIFICATION PURSUANT TO CITY OF KEY WEST ORDINANCE 09-22  
SECTION 2-798

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

- a) Principle address as registered with the FL Department of State located within 30 miles of the boundaries of the city, listed with the chief licensing official as having a business tax receipt with its principle address within 30 miles of the boundaries of the city for at least one (1) year immediately prior to the issuance of the solicitation;
- b) Maintains a workforce of at least 50 percent of its employees from the city or within 30 miles of its boundaries; and
- c) Having paid all current license taxes and any other fees due the city at least 24 hours prior to the publication of the call for bids or request for proposals.
  - Not a local vendor pursuant to Ordinance 09-22 Section 2-798
  - Qualifies as a local vendor pursuant to Ordinance 09-22 Section 2-798

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

Business Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Current  
Local Address: \_\_\_\_\_ Fax: \_\_\_\_\_ (P.O Box numbers  
may not be used to establish status)  
Length of time at this address: \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

NOTARY

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

By \_\_\_\_\_, of \_\_\_\_\_  
(Name of officer or agent, title of officer or agent) Name of corporation acknowledging  
or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary

Print, Type or Stamp Name of Notary  
Title or Rank

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

**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.

COMPANY SEAL

PROPOSER: \_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

NOTARY FOR THE PROPOSER

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

By \_\_\_\_\_, of \_\_\_\_\_

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

or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_

Signature of Notary

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

\_\_\_\_\_

Print, Type or Stamp Name of Notary

\_\_\_\_\_

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: \_\_\_\_\_

Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

My Commission Expires: \_\_\_\_\_



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

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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. \_\_\_\_\_ for  
\_\_\_\_\_
2. This sworn statement is submitted by \_\_\_\_ (Name of entity submitting sworn statement)  
whose business address is \_\_\_\_\_  
\_\_\_\_\_ and (if  
applicable) its Federal Employer Identification Number (FEIN) is  
\_\_\_\_\_. (If the entity has no FEIN, include the Social  
Security Number of the individual signing this sworn statement.)
3. My name is \_\_\_\_\_ and my relationship to  
(Please print name of individual signing)  
the entity named above is \_\_\_\_\_.
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(l)(b), 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 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)

\_\_\_\_\_  
(Date)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

\_\_\_\_\_ who, after first being sworn by me, affixed his/her signature in the  
(Name of individual signing)

space provided above on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My commission expires:

\_\_\_\_\_  
NOTARY PUBLIC

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

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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: \_\_\_\_\_ WITNESS: \_\_\_\_\_  
NAME AND TITLE PRINTED

BY: \_\_\_\_\_ WITNESS: \_\_\_\_\_  
SIGNATURE

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

**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 \_\_\_\_\_ )

: SS

COUNTY OF \_\_\_\_\_ )

I the undersigned hereby duly sworn depose and say that all owner(s), partners, officers, directors, employees and agents representing the firm of \_\_\_\_\_ 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).

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date)

Sworn and subscribed before me this

\_\_\_\_\_ Day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
NOTARY PUBLIC, State of \_\_\_\_\_ at Large

My Commission Expires: \_\_\_\_\_

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

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**EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT**

STATE OF \_\_\_\_\_ )

: SS

COUNTY OF \_\_\_\_\_ )

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

By: \_\_\_\_\_

Sworn and subscribed before me this

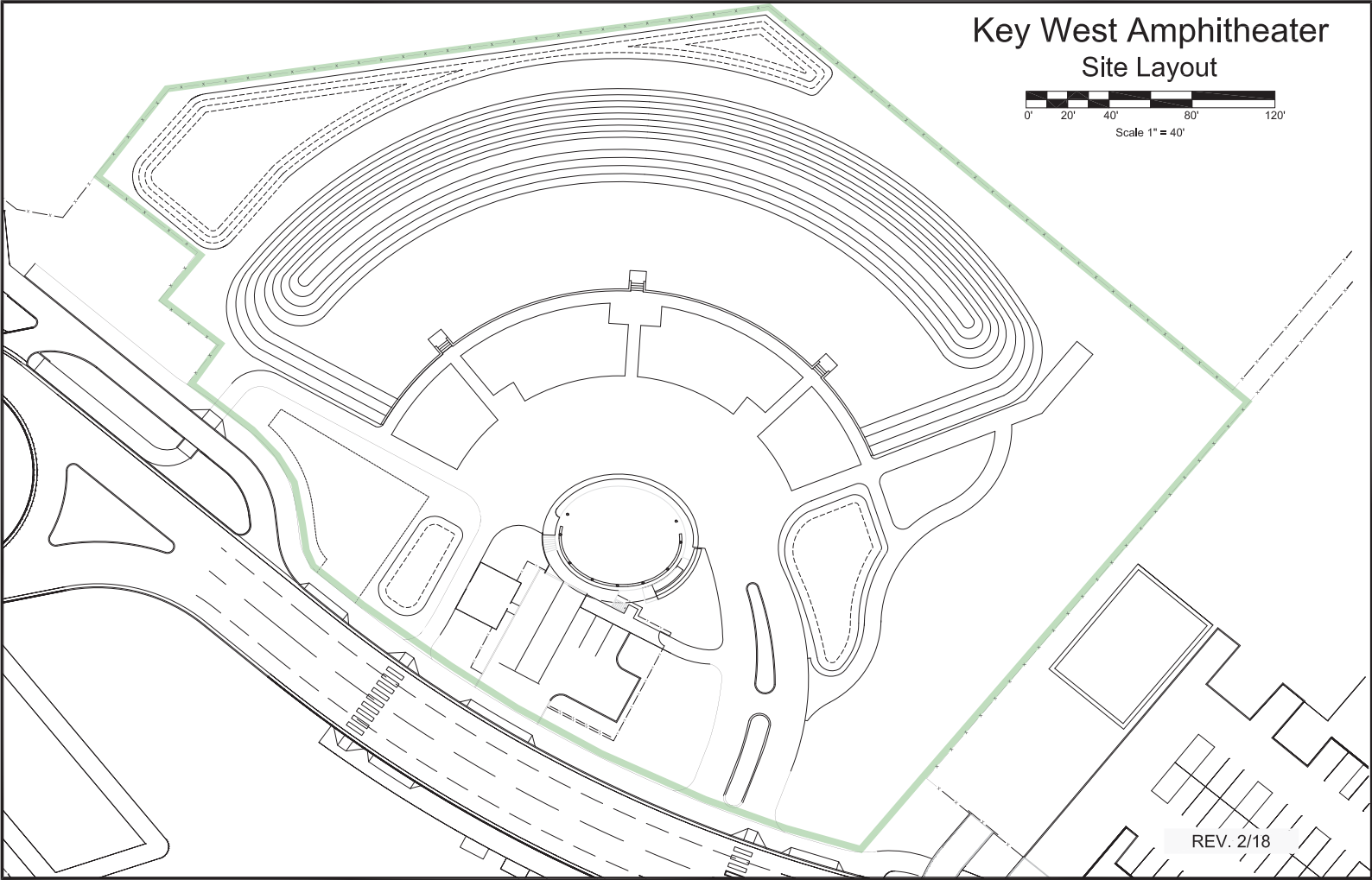
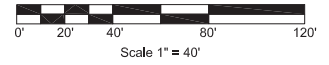
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC, State of \_\_\_\_\_ at Large

My Commission Expires: \_\_\_\_\_

## **APPENDIX i**

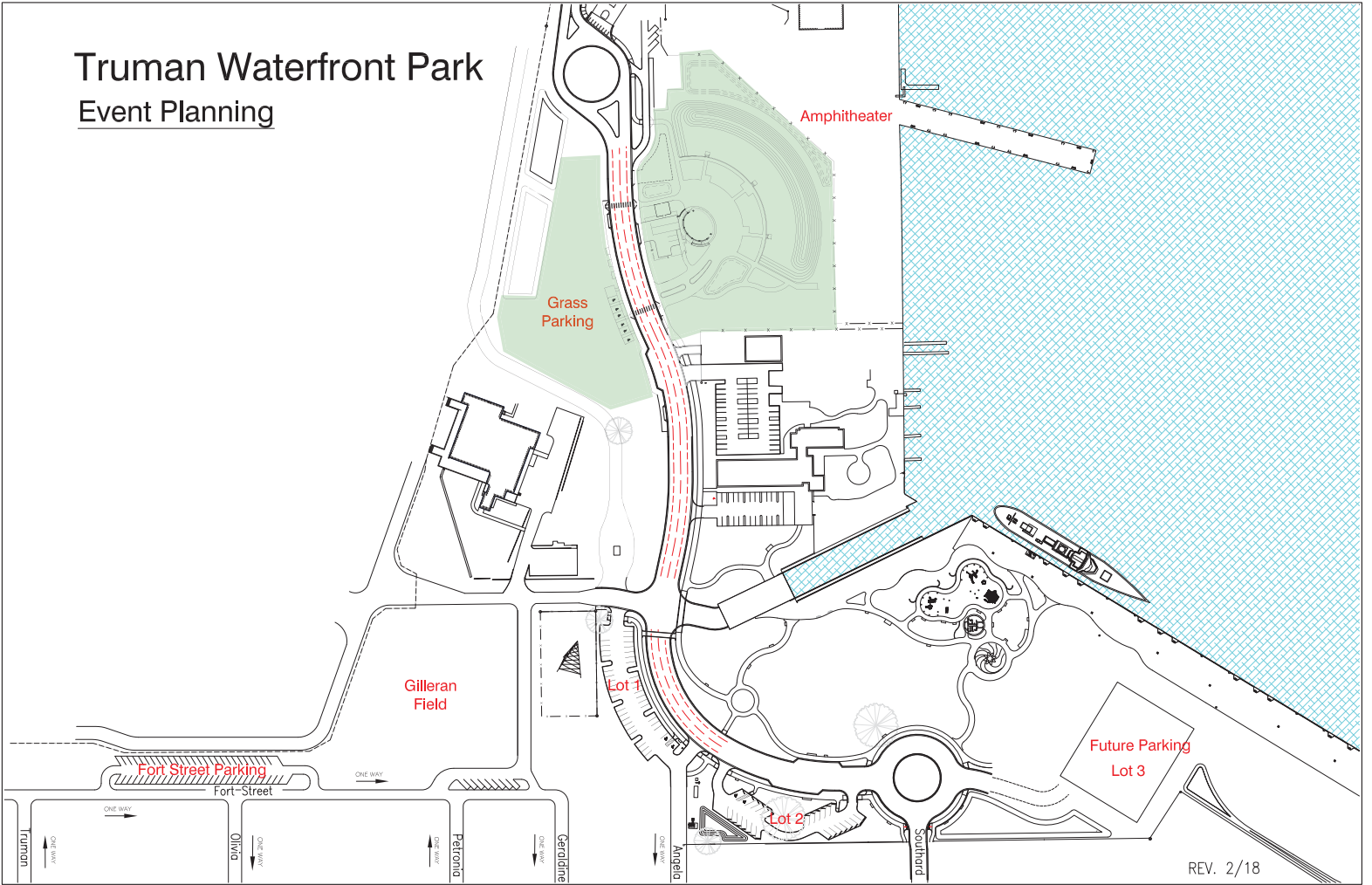
# Key West Amphitheater Site Layout



REV. 2/18

## **APPENDIX ii**

# Truman Waterfront Park Event Planning



REV. 2/18





## THE CITY OF KEY WEST

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### **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.***

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Signature

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Name of Business

# Key West Amphitheater RFP 006-018

Proposal Opening: May2, 2018

<i>Bidders Name</i>	<i>Phone Number</i>	<i>Company</i>	<i>Email Address</i>
Gary Volenec	305-809-3967	CKW	<a href="mailto:gvolenec@cityofkeywest-fl.gov">gvolenec@cityofkeywest-fl.gov</a>
Kreed Howell	305-809-3963	CKW	<a href="mailto:lhowell@cityofkeywest-fl.gov">lhowell@cityofkeywest-fl.gov</a>
Jim Bouquet	305-809-3962	CKW	<a href="mailto:jbouquet@cityofkeywest-fl.gov">jbouquet@cityofkeywest-fl.gov</a>
Michael Vernon	305-292-2292	Conch Concierge Wedding Collection	<a href="mailto:michaelv@conchconcierge.com">michaelv@conchconcierge.com</a>
James Cordero	561-366-3013	Spectra Venue Management	<a href="mailto:jcordeiro@pbconventioncenter.com">jcordeiro@pbconventioncenter.com</a>
Bill Muehlhouser	305-906-2173	Rams Head Promotions	<a href="mailto:bmuehlhouser@ramshheadgroup.com">bmuehlhouser@ramshheadgroup.com</a>
Charlie Bauer	305-304-0814	Key West Song Writers Festival	<a href="mailto:Charlie@KWSWF.com">Charlie@KWSWF.com</a>
Marilyn Wilbarger	305-809-3794	CKW	<a href="mailto:mwilarger@cityofkeywest-fl.gov">mwilarger@cityofkeywest-fl.gov</a>
Lorenzo Muniz	347-524-4111	Klass - Ex LLC	<a href="mailto:lmuniz@klass-ex.com">lmuniz@klass-ex.com</a>
Stephen Muniz	954-300-7741	Klass - Ex LLC	<a href="mailto:smuniz@klass-ex.com">smuniz@klass-ex.com</a>
Jose Roche	305-930-5455	Klass - Ex LLC	<a href="mailto:jroche@rdc-off.com">jroche@rdc-off.com</a>
Louie C Rock	305-304-1188	ATL Productions	<a href="mailto:atldsskw@aol.com">atldsskw@aol.com</a>
Robin Smith Martin	305-890-6163	PSG Consulting	<a href="mailto:rob@progressivestrategy.com">rob@progressivestrategy.com</a>
Nadene Grossman	305-295-9112	We've Got the Keys	<a href="mailto:nadene@wevegotthekeys.com">nadene@wevegotthekeys.com</a>
Jim Scholl	305-809-3888	CKW	<a href="mailto:jscholl@cityofkeywest-fl.gov">jscholl@cityofkeywest-fl.gov</a>
Veronica Stafford	305-834-2143	CKW	<a href="mailto:coconutwomanpl@gmail.com">coconutwomanpl@gmail.com</a>
Mike Turner	305-809-3767	CKW	<a href="mailto:mturner@cityofkeywest-fl.gov">mturner@cityofkeywest-fl.gov</a>
Steve McAlearney	305-809-3964	CKW	<a href="mailto:smcalearney@cityofkeywest-fl.gov">smcalearney@cityofkeywest-fl.gov</a>





## THE CITY OF KEY WEST

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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.***

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Signature

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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.***

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Signature

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Name of Business