

Attachment C
Cost Proposal - Package No. 2

Submitted by
Frameless Creative LLC

COPY 2

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: Steve Sybesma

Telephone Number: (317) 652-7017

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 1, 2, 3, _____, _____, (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):

A guaranteed minimum payment of \$150,000 annually, plus the actual cost Management's insurance as required in RFP 006-18, plus 22% of Venue Gross Revenue in excess of \$300,000, plus 30% commission of Sponsorship Gross Receipts for all Venue Sponsorship Agreements obtained during Management's term at the Amphitheater.

(See additional next page for definitions and additional information.)

Proposer

The name of the Proposer submitting this Proposal is:

Frameless Creative LLC

doing business at:

1830 Meridian Avenue, #702

Street

Miami Beach

City

Florida

State

, 33139

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:

Steve Sybesma, Member, Frameless Creative LLC

Paul Peck, Member, Frameless Creative LLC

James Quinlan, Chairman, The Rhythm Foundation

Pedro Menocal, President, The Rhythm Foundation

"Venue Gross Revenue" is defined as all venue revenue derived from rental fees, food & beverage concessions, merchandise, and any other revenue resulting from the operation of the Amphitheater during Management's term at the Amphitheater, excluding sponsorship revenue.

"Venue Sponsorship Agreements are for venue sponsorship. Event sponsors, event sponsorship agreements and event sponsorship revenue is not generally shared with the venue. That revenue traditionally goes to the event organizer.

"Sponsorship Gross Receipts" is defined as all non-refundable cash or cash equivalent received on behalf of Amphitheater from any sponsorship agreements secured during the term of Management's contract. Upon expiration of the term of Management's contract, Management shall be entitled to their fee for any sponsor agreements secured during the term of Management contract, and for any renewals of said pre-existing sponsor agreements during the next two (2) years following the expiration of the term of the Management contract. Note: Management's sponsorship commission may be shared with an outside sponsorship agency.

If Sole Proprietor or Partnership

IN WITNESS hereto the undersigned has set his (its) hand this _____ 30th day of _____
April, 2018

Signature of Proposer: _____ 

Title: Member

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