

Klass-Ex LLC's Response



Key West Amphitheater Venue Management

RFP No.006-18

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

Klass-Ex LLC's

Qualification Proposal

Key West Amphitheater Venue Management

RFP No.006-18

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:

Klass-Ex LLC, 16853 SW 50th St, Miramar, FL, 33027

Phone: (954) 300-7741

2. Check one: Corporation _____; Partnership _____; Individual X

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:

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

Name: Lorenzo Muniz, CEO Address: 16853 SW 50th St., Miramar, FL, 33027

Transmittal Letter and Company Description



To: Evaluation Panel for City of Key West RFP No. 006-18
From: Klass-Ex LLC
Date: 04/18/2018
Subject: Transmittal Letter

MEMORANDUM

This document is in response to the City of Key West's request for proposal (RFP) to manage the Truman Water Front Park Amphitheater. The City of Key West has expressed a desire to deal with an experienced management firm. Herewith in find Klass-Ex LLC's response to this RFP outlining Klass-Ex LLC experience as a venue management firm, and it's one of a kind management plan for this facility. Our philosophy when constructing this proposal was to present a cost effective and unique proposal.

The proposal has been submitted in the prescribed manner outlined in the RFP and Klass-Ex LLC's staff welcomes any and all questions in regard to what is proposed. Klass-Ex LLC thanks you for reviewing our candidacy to provide the requested services, and all of Klass-Ex LLC's staff look forward to our future interactions with the City of Key West.

Sincerely,
Stephen Muniz
Director of Marketing and Communications
Klass-Ex LLC

Company Description

Klass Ex LLC, is a minority owned business operating within both Miami-Dade County and Broward County, and is in good standing with all state agencies. Klass-Ex LLC's main objective is to provide consultation and services for the management of facilities. These services include the consultation on the needs of the facility, the managing of operations and maintenance of a venue, the booking of events, advancing shows and events, crowd management, overseeing parking, Compiling event settlements, and generating revenues through venues that would otherwise be unused/underutilized and cause a financial burden for their owners.

Klass-Ex LLC specializes in acquiring organizers and promoters who bring the following:

- A variety of music and entertainment in a family-oriented environment
- Wholesome music from Pop, Rock, Blues, Jazz, R&B, Latin, Country, and Gospel.
- Conventions such as Amway, Sneaker Con, Mary Kay, Real Estate Icon Awards
- Sports and Competitions such as, Cross-fit, Cheerleading, Fitness, Wrestling, Judo, Football, Basketball
- Community & Organization Events such as United Way, Political Rallies, Fund Raisers etc.

Other facility management firms specialize in merely running the day-to-day operations of a venue with the occasional booking of a tour date performance. Klass Ex LLC specializes in regularly acquiring shows and pristine upkeep worthy of top shelf venues. In other words Klass-Ex LLC specializes in revenue generating to offset costs; while maintaining the glamour of your facilities.

How is this achieved? This is achieved via our elite team of South Florida industry professionals who have more than 5 decades of combined experience in all sides of this industry; with a specialization in the South Florida region. Our team is composed of professionals with experience in the budgeting, planning, constructing, and maintaining of facilities, and in the booking and promotion of events. This experience has enabled Klass-Ex LLC to foster relationships with municipalities, universities, sports organizations, and event promoters (national and local to Florida). This cornucopia of industry experience has enabled our team members to have success at other facilities in South Florida, and we wish to continue to build upon this success with you and your facility.

Unlike other firms, Klass Ex LLC is based in South Florida and has firsthand knowledge of this region's consumer base and its operation risks. Other firms are based out of state and do not understand the diverse nature of this region. We are a local firm! Other firms tend to blindly hire individuals to run their clients' facilities without true knowledge of the region. Our firm has the requisite knowledge and ability to cater to the Florida Atlantic University's (FAU) needs with the immediacy and synchronicity needed to ensure success. Our executives, and management team will stay true to the standards that FAU sets forth for their facility. Also, we will ensure that the facility is used for the enjoyment of the student body and the outside community.

Certified Copy

I certify the attached is a true and correct copy of the Articles of Organization of KCLASS-EX LLC, a limited liability company organized under the laws of the state of Florida, filed electronically on October 14, 2015, as shown by the records of this office.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this limited liability company is L15000174683.

Authentication Code: 151015075105-300278068733#1

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Fifteenth day of October, 2015



Ken Detzner
Ken Detzner
Secretary of State

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000
VALID OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2018

DBA:
Business Name: KCLASS EX LLC

Receipt #: 329-290437
Business Type: ALL OTHERS (VENUE MGMT)

Owner Name: LORENZO MUNIZ
Business Location: 16801 MIRAMAR PKWY
 MIRAMAR

Business Opened: 07/01/2016
State/County/Cert/Reg:
Exemption Code:

Business Phone:

Rooms	Seats	Employees	Machines	Professionals
		5		

For Vending Business Only						
Number of Machines:				Vending Type:		
Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
33.00	0.00	0.00	8.25	0.00	25.00	66.25

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

**THIS BECOMES A TAX RECEIPT
 WHEN VALIDATED**

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:
 LORENZO MUNIZ
 16853 SW 50 ST
 MIRAMAR, FL 33027

Receipt # 05B-17-00000324
Paid 04/25/2018 66.25

2017 - 2018

Qualifications and Expertise of Proposer and Key Personnel with Number of Years and Venues of Working Together



Proposer



Klass-EX LLC currently is involved in the management services of the Miramar Amphitheater, the Watsco Center, The Multipurpose Field House at the University of Miami, and the Hurricane 100 Room. Klass-Ex LLC's corporate team consulted with City of Miramar on the needs of the facility during the amphitheater's planning and construction phase. Also, during this period Klass-Ex LLC was able to meet with City staff and establish policies and procedures for the operation of the Miramar Amphitheater and identify some needs that were not previously addressed. While addressing these needs, Klass-Ex LLC proposed corrections and/or adjustments to the project. All of these were given with the Amphitheater's budget in mind (meaning some were held off until additional funding could be secured), and did not lead to the project going over budget, or to a hindrance in the Miramar Regional Park's standard operations. The facility opened for use to private events in September 2017, and has already hosted world renowned acts, community gatherings, an aviation expo, and functions in conjunction with Broward Schools. Klass-Ex LLC's business model is helping to prove the viability of the facility. Data generated from the events Klass-Ex LLC has brought, prove that 90% of those who attend events at the Amphitheater are not residents of the City of Miramar. This data has enabled the City of Miramar to pursue additional funds from the County to enhance the facility. Currently Klass-Ex LLC is working on Naming Rights Deals and Pouring Rights deals for the Facility.

For the past 7½ years members of Klass-Ex LLC's team have also been involved with the operations, maintenance, and running of the Watsco Center, The Multipurpose Field House at the University of Miami, and the Hurricane 100 Room. These are multipurpose facilities that host both the University of Miami's Men's and Women's Basketball games, practices, press conferences, political rallies, political debates, and events that generate ancillary revenue for the college. These ancillary revenue generating events consist of concerts, plays, award shows, and trade shows. Members of Klass-Ex LLC's corporate team were also able to secure premier liquor sponsorship from Buchanan Scotch; which lead to additional revenue and infrastructure for the Watsco Center.

In order to keep costs affordable for the City of Key West Klass-Ex LLC proposes a model that only requires an onsite General Manager with auxiliary support given by Klass-Ex LLC corporate staff.

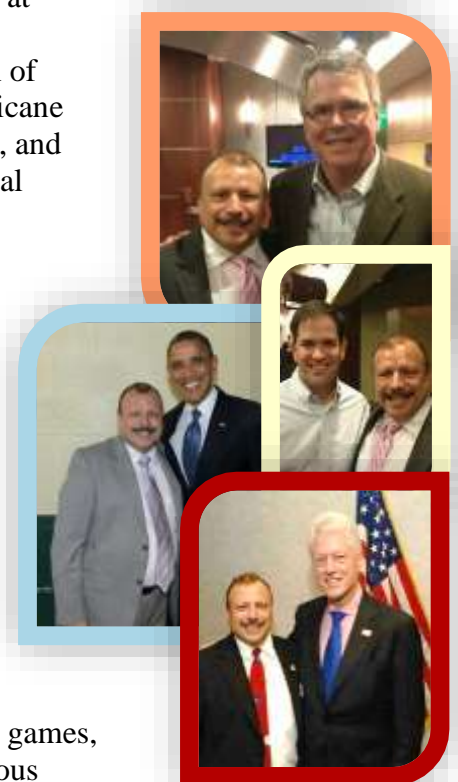
Corporate Staffs Qualifications:



Lorenzo Muniz is the CEO of Klass-Ex LLC. Lorenzo’s resume boasts of over two decades in the field of concerts, ticketing, events, booking and promotions. The James L. Knight Center (JLKC) opened in 1982 and operated at a deficit until 2009. Lorenzo took the helm by assuming the role of General Manager in 2008. His leadership was later extended over an additional facility within the City, the Miami Conference Center. This addition increased the operating cost of his budget. Even with the additional costs Lorenzo was able to generate a profit for the JLKC while simultaneously managing the convention center. This was the first time the JLKC recorded a profit. The JLKC and the Miami Convention Center continued to generate profits for three years under Mr. Muniz’s

leadership. Lorenzo’s efforts were noted by Miami’s City Commission, and he was awarded a Certificate of Merit from the Mayor and City Commission of Miami. After his time at the JLKC, Lorenzo took on the position of General Manager at the BankUnited Center (BUC) at The University of Miami. His responsibilities also included overseeing the management and operation of The Multipurpose Field House at the University of Miami and the Hurricane 100 room. Mr. Muniz significantly reduced the operating budget deficit, and did so via his own unique business model of working with seasoned local promoters when the building was not being used by the Athletics Department. He later stepped out of that role but due to his ability to generate a profit at this facility his company was awarded the contract to manage the Watsco Center (formerly the BankUnited Center), The Multipurpose Field House at the University of Miami, and the Hurricane 100 room (Banquet Hall) and their box offices. Mr. Muniz is not simply an executive, he is still in the trenches aiding in managerial services, and mentoring his team. Lorenzo stays apprised of current industry trends and makes routine site visits to ensure all venues under his company’s watch are maintained and performing at the level to which they would if he himself was the General Manager of that facility.

Mr. Muniz’s event experience includes hosting US Presidents, The Republican Presidential Debate, other world leaders, NCAA Basketball games, professional wrestling events, championship professional matches, various televised award shows, and various artists. Also, his efforts to gain ties and improve the communities he works within have been noted and awarded. During his time as GM of the BUC, the Mayor of the City of Coral Gables awarded him the Seal of the City for promoting local community events and high school sports. Lorenzo is certified in Sports



and Special Event Evacuation Training and Exercises by Texas A&M, and Mr. Muniz is a certified Crowd Manager for public venues by the Florida Fire Marshals and Inspectors Association.



Andy Flores is Klass-Ex LLC's Corporate Director of Operations. Andy stands out amongst others in his field due to his past industry experience of over 8 years, dealing with the coordination of athletic events and ancillary revenue generating events at venues. Andy has a Bachelor of Science in Sports and Recreation Management from Florida International University. His background is more diverse than most maintenance and operations facility managers. Andy is an expert on the equipment used to set up productions for shows and athletic events and is a versatile administrator. Mr. Flores' past experience includes the operations and coordination of events for organizations such as the University of Miami's Athletic Department, the National Invitational

Tournament (NIT), Walt Disney World, Live Nation Promotions, Telemundo's Latin Billboard Awards, Univision, The Fox Television Network, Our Lady of Charity, Miami Dade County Public Schools, and Broward County Pubic Schools. Also, he has coordinated events with celebrities and dignitaries such as President Barack Obama, Supreme Court Justice Sotomayor, Governor Mitt Romney, among many



Rafael Ebanks is Klass-Ex LLC's Corporate Director of Finance. Having studied Finance at the graduate level at Florida Atlantic University, only enhanced his background in international banking and accounting. This made it easy for Rafael to take to the facility's financial field. This seasoned numbers professional boasts a background in the compiling, analyzing, and reporting of financial data within and relating to venues of all sizes and activities.

Stephen Muniz M.A. is Klass-Ex LLC's Corporate Director of Marketing and Communications. Stephen is a Marketing and Communications professional with over 10 years of experience in the marketing and strategic communication of bookings and event promotions. Mr. Muniz's background also includes more than 7 years of experience teaching communication studies at institutions like Florida International University, Miami Dade College, and Broward College. Mr. Muniz's skills in marketing and strategic communication ensure the positioning of your venue will stand above others in the crowded Florida market. Mr. Muniz has studied



contracts at NSU's Broward Shepard Law Center, and has past experience as a Construction Project Manager at the University of Miami.



LaShawn Thomas, Esq., is Klass Ex LLC's legal Council and the founding attorney of Miami Entertainment Law Group (MELG), an Entertainment, Arts & Media law firm located in Miami Lakes, Florida.

Ms. Thomas works with a full range of clients throughout the entertainment industry. Her clientele includes several entertainment companies, promoters, performing artists, actors, authors, and music and film producers. Ms. Thomas plays a vital role in the organization of the corporate structure for many of her clients, from setting up their business entities to protecting their intellectual property, i.e. trademarks and copyrights. Ms. Thomas is responsible for the business affairs of several clients. Her duties include drafting, reviewing and negotiating agreements, coordinating relationships with outside counsel and providing due diligence for investment opportunities.

Ms. Thomas has negotiated with and/or represented her clients before many of today's most well-known entertainment companies, including *Simon & Schuster*, one of the world's largest publishing companies; *Zola Books*, publisher of the bestselling novel, *The Time Traveler's Wife*; *Fremantle Media*, producers of shows such as *American Idol*, *X Factor*, and *America's Got Talent*; and *Monami Entertainment*, creator and producer of the hit reality television franchise, *Love and Hip Hop*, *Purveyors of Pop*, *T Group Productions*, *William Morris Endeavors (WME)*, *459 Productions*, producers of shows such as *Real World* and *Jersey Shores*, *ThinkFactory Media*, *Leftfield Pictures*, *MTV*, *Black Entertainment Television (BET)*, the *Oprah Winfrey Network (OWN)*, and *Scripps Network (HGTV)*, among others.



Enrique Bradfield is Klass-Ex LLC's Corporate Box Office manager. Enrique has more than 20 years of experience in ticketing operations for facilities in South Florida. Enrique has collaborated in sales plans that have gained over 12,400 new subscription sales and generated over \$575,000 in revenue at one facility. In addition, a team led by Mr. Bradfield achieved over a 90% retention rate of previous subscribers. Enrique's team was also in charge of creating, developing, implementing, and executing the seat relocation project for over 8,000 accounts during the renovation of the Hard Rock Stadium. As the Director of Ticket Operations at the American Airlines Arena, Enrique successfully guided, transformed, and elevated the Box Office into one of the top ticket operations

department in the National Basketball Association. In addition, Enrique helped the American Airlines Arena become one of the premier venues in the entire country. As a

key member of the management team, he collaborated on the creation, production, and management of hundreds of major sporting and entertainment events. Such events included but are not limited to: Miami Heat basketball games, NBA Finals, NCAA Men's Basketball Tournament, MTV Music Awards, Latin Grammy's, Univision Premio Lo Nuestro, Britney Spears, Madonna, U2, Rolling Stones, Hanna Montana, Marc Anthony, and WWE pay-per-view events. Mr. Bradfield's Box Office leadership will help Klass-Ex LLC ensure your facility's ticketing is operating above the industry standards.



Ticketmaster is who Klass-Ex LLC is contracted with for ticketing services. Ticketmaster is a major player in the event ticketing industry and is a part of the Live Nation Business Network. Ticketmaster is the official ticketing agent of the entire NHL, and several landmark arenas. Ticketmaster also, has a

system for verifying tickets to prevent the fraudulent production/ use of tickets thus further securing event driven revenue.

Contact information:

Tim O'Leary
Vice President Client Development
150 N. Orange Ave, Suite 301
Orlando, FL, 32801
Email: Tim.OLeary@ticketmaster.com
Phone: (407) 999-8003
Website: www.ticketmaster.com



The only sub-contractor that Klass-Ex LLC recommends be mandated to the house is the vendor for production. Why, because familiarity with the facility is key in order to ensure the facility receives the highest level of structural care, and the quality of spectator enjoyment is peak at each event. Roc-Off Productions is who Klass-Ex LLC recommends fills this role. Roc-Off has been a staple in the production of high end shows in the South Florida Market for over 20 years. Roc-Off has provided the

production services for the Ultra Music Fest, Metallica, The Latin Billboards, and numerous other events.

Contact Information:
Roc-Off Productions
2100 SW 71st Terrace
Davie, FL 33317
Email: info@roc-off.com
Phone: (877)978-2437
Web site: ww.roc-off.com/index.html

On-site General Manager's Qualifications:



George Wood is Klass-Ex LLC's proposed General Manager for the Truman Waterfront Park Amphitheater. George has worked with/ consulted Klass-Ex LLC Executive Staff since 2008 when he was a Senior Vice President at Ticketmaster. George is the perfect person with the right network to get your new venue off the ground and make it a travel destination. George has over 25 years achieving success while serving in leadership roles in the live entertainment business including venue management, concert promoting, and ticketing. He is highly organized, analytical, and detail-oriented. George is also an advocate for the use of data to inform decisions and

shape future direction. He has a proven record of increasing revenue while reducing costs when working for clients with high expectations. Throughout his tenure in the live entertainment industry George has formed a network of personal relationships with executives and stakeholders that enable him access to people within the industry that some deem to be unreachable.

Klass-Ex LLC wishes to add two more team members to the Truman Waterfront Park Amphitheater's staff, a Director of Operations, and Finance Manager. However, Klass-Ex LLC wishes to hire staff members local to Key West to fill these roles. Until these positions are filled Klass-Ex LLC will send other cooperate team members to the site to fill these positions in the interim.

The onsite general manager and members of the management team have worked together since 2008 and have coordinated efforts together through the management of 5 facilities in South Florida.

Letters of Recommendation

Recommendation Letter

Dear *City of Key West*:

I am pleased to write a letter of recommendation for:



Sincerely,

City of Miami



DANIEL J. ALFONSO
City Manager

October 30, 2015

To Whom It May Concern:

This letter is intended to serve as a reference for Mr. Lorenzo Muniz. Working for Global Spectrum, Mr. Muniz served as the General Manager of the James. L. Knight International Center from February 2007 to September 2011. During this time, I was both the Interim and the Assistant Director of the Public Facilities Department, functioning as Global Spectrum's Contract Manager on behalf of the City of Miami. Mr. Muniz, his professional team, and I developed a close working relationship, in an effort to attract world class events to a very challenging facility. The James L. Knight International Center includes a host of interests, from the 612 room Hyatt Hotel, which enjoys exclusive food and beverage rights, the University of Miami, whose meeting rooms are essential for breakout gatherings, and the Miami Parking Authority, tasked with managing the 1452 space adjacent parking garage. All these entities must work together for the betterment of positive customer experiences, and I can honestly say Mr. Muniz's efforts served as the strongest link in the chain. Mr. Muniz was given the difficult task of attracting world class events to an aging facility which has never been renovated since its inception in 1981. Nonetheless, the portion of the building under Global Spectrum's contract turned a profit of \$89,000 for the very first time in 2010 under Mr. Muniz's leadership. Many events were attracted to the facility, not for all its pizzazz, but rather for excellent customer service and teamwork, all in an intimate atmosphere. There's little doubt that artists such as Lada Gaga, Miguel, Tyler Perry, and Je'Caryous Johnson would likely not have been attracted to the facility without Mr. Muniz's leadership. The Knight Center also played host to President Bill Clinton, the Freestyle Music Awards Show, the Panamericana USA Judo competition, Anita Baker, as well as the Hair Show Idol.

See Exhibit below prior to Mr. Muniz's arrival at the facility:

James L. Knight International Center performing and meeting space areas:

	FY06 Revised Budget	FY07 Adopted Budget
Revenues	1,507,490.00	1,565,069.93
Expenditures	<u>1,880,454.53</u>	<u>1,991,613.55</u>
	(372,964.53)	(426,543.62)

See Exhibit below the final years Mr. Muniz's managed the facility:

**CITY OF MIAMI/UNIVERSITY OF MIAMI/ JAMES L. KNIGHT INTERNATIONAL CENTER
STATEMENTS OF REVENUES AND EXPENSES
FOR THE YEARS ENDED SEPTEMBER 30, 2011 AND 2010**

Revenues:	<u>2011</u>	<u>2010</u>
Auditorium and exhibit hall rental	\$ 703,897	\$ 685,536
Miami Convention Center rentals	719,031	441,937
Ticket surcharge and box office	279,750	376,454
Equipment rentals	110,504	185,098
Yacht Docking rentals	104,800	159,974
Retail and other revenue	321,737	394,292
Interest income	0	30
Other income	<u>150,001</u>	<u>36,886</u>
Total revenues	<u>2,389,720</u>	<u>2,280,207</u>
 Expenses:		
Operating expenses	1,046,150	1,040,760
General and administrative	<u>1,178,607</u>	<u>1,150,172</u>
Total expenses	<u>2,224,757</u>	<u>2,190,932</u>
Excess of revenues over (under) expenses	<u>\$ 164,963</u>	<u>\$ 89,275</u>

As Global Spectrum's immediate contract Supervisor during the time, I can accurately state that Mr. Muniz has excelled with tasks and projects assigned to him. Mr. Muniz has excellent verbal and written communicated skills, is extremely organized, can work independently, and can follow through to ensure the job gets done.

Mr. Muniz is an intelligent, capable, dedicated, and personable man. He is always quick on his feet, with sensible reactions in all the circumstances I've seen him undertake. I feel confident in saying that he is capable of handling any situation with thoughtfulness and maturity. He would be an asset to any employer and I recommend him for any endeavor he chooses to pursue.

Sincerely,

 Daniel Newhoff
 Interim Director
 Department of Public Facilities
 305-416-1308



presents this

Certificate of Merit

to

Lorenzo Muniz

The City of Miami is pleased to recognize your exceptional service and dedication as an employee who revitalized the nexus where the river meets the Bay between Downtown Miami and Brickell. We applaud your tenure as General Manager of the James L. Knight Center during which the Knight Center generated a significant profit for the first time in its 28-year history. It is fitting and appropriate that we pause in our official deliberations, on behalf of our citizens, to pay tribute to your service, representing superior vision and oversight. We thank you for energy, pride and leadership in creating a blossoming venue and cultural resource for our community.

*On this, the thirteenth day of
the month of October, 2011,
in the City of Miami, Florida*

Tomás P. Regalado
Tomás P. Regalado, Mayor

Michelle Spence-Jones
Michelle Spence-Jones, Commissioner





January 27, 2016

To: Whom it May Concern

Recommendation of Lorenzo Muniz

I have worked with Mr. Lorenzo Muniz for almost 4 ½ years now. Our working relationship is based primarily on his role as General Manager for the Bank United Center Complex (BUCC). The BUCC is a multipurpose entertainment facility located on the University of Miami's Coral Gables campus. The complex is home to the University's men's and women's basketball teams, as well as, entertainment events, family shows, and exhibitions, and includes the Bank United Center, a 200,000 square foot facility with 7,972 seats and 25 executive suites and the Fieldhouse, a 7,700 square foot multipurpose room facility.

I have the utmost confidence in Lorenz as a leader, collaborative partner, and strategic thinker. Lorenzo assumed responsibility for the BUCC in September 2011, and at that time the complex was operating at an annual deficit of close to \$1M. Over the last four years under Lorenzo's leadership the operating deficits have declined steadily and for the first time since its opening in 2002 the BUCC is projected to make a profit. This would be a remarkable feat by itself; yet, this was accomplished while dealing with the constraints of the largest construction project on UM's Coral Gables in decades, right next to the BUCC, resulting in the loss of close to 300 parking spaces and constant road closures. Lack of parking, road closures and construction is a not a good formula for hosting events and promoters tend to stay away from such venues. However, Lorenzo has excelled under these challenging circumstances due his "can do" attitude.

Furthermore, managing events for an arena of this size on a college campus adds another layer of complication. The mission of the University is to create new knowledge through teaching, research and service. Therefore, revenue generating events at the BUCC falls below the priority of providing a consistently pleasant parking experience for our faculty, staff, students, parents, donors and visitors. Every event that is booked at the complex must be carefully coordinated with my department to maintain this delicate balance of hosting value added events without displacing our normal University operations. Simply stated, as the Director of Parking and Transportation for the University of Miami, I could not ask for a better partner to manage such a complex operation. It requires someone who is patient, understands and embraces the mission of the University and is willing to work collaboratively with various stakeholders in the pursuing win-win solutions.

Lorenzo is intelligent, conscientious, reliable, enthusiastic, and is an excellent problem solver. He demonstrates a cheerful and responsible attitude and is a pleasure to work with. In short, I would offer him my highest recommendation.

If I can elaborate or provide any further information, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Richard P. Sobaram', written over a circular stamp.

Richard P. Sobaram
Director, Parking & Transportation Services



The City of Coral Gables

Office of the Police Chief

2801 SALZEDO STREET
CORAL GABLES, FLORIDA 33134
PHONE (305) 460-5418
FAX (305) 460-5499

January 15, 2016

To whom it may concern,

I would like to commend Mr. Lorenzo Muniz for his management of the BankUnited Center at the University of Miami. The City of Coral Gables Police Department recognizes Lorenzo Muniz as an important business partner. As Chief of Police for the Coral Gables Police Department, I have worked closely with Mr. Muniz on numerous occasions over the past four years. Whether hosting Presidential Debates or the Latin Billboard Awards, Mr. Muniz always maintains the utmost professionalism.

I can confidently say that Mr. Muniz is a truly dedicated, hardworking, and respected man not only by me, but by all of my supervisor's that have had to plan events at the BankUnited Center over the years. Lorenzo is a great leader, amazing motivator and honest business man, who lead his team by example to go that extra mile in any situation.

But with all of his professional qualities and achievements, what I admire the most about Mr. Lorenzo Muniz is that he is a good, honest and loyal human being and I am proud to endorse him for his professional work ethic.

Best regards,

Edward J. Hudak Jr.
Chief of Police
City of Coral Gables Police Department





City of Miramar
An Equal Opportunity Employer

Mayor

Wayne M. Messam

Vice Mayor

Yvette Colbourne

City Commission

Winston F. Barnes

Maxwell B. Chambers

Darline B. Riggs

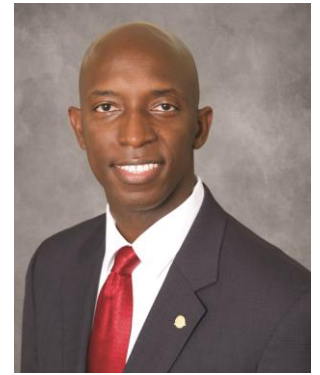
Acting City Manager

James M. Moore

**"We're at the Center of
Everything"**

**Office of the Mayor
2300 Civic Center Place
Miramar, Florida 33025**

Phone (954) 602-3151
FAX (954) 602-3709



May 1, 2018

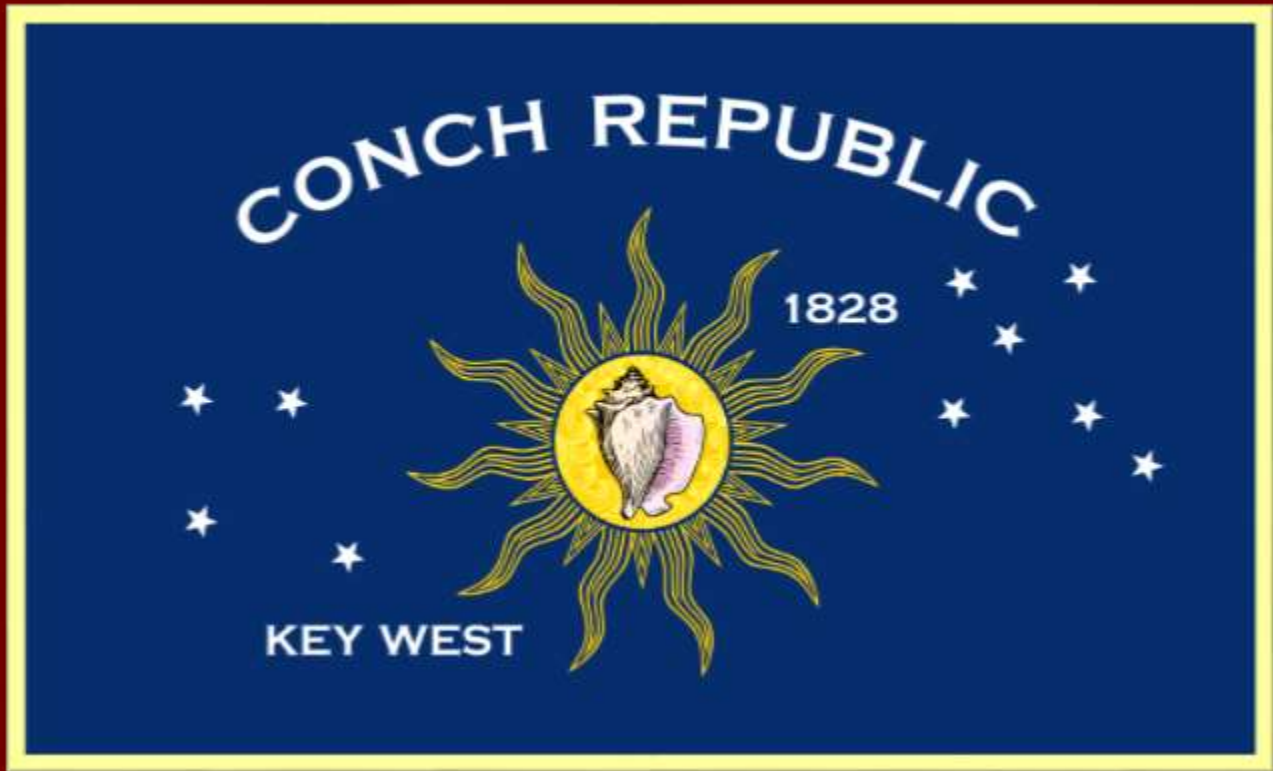
To Whom It May Concern:

In July 2016 the City of Miramar entered into a contract with Klass-Ex LLC for management services of our planned 90,000 square foot, covered amphitheater. Klass-EX LLC came on board and began consulting with the City through the construction of the facility. Upon completion, Klass-Ex LLC began, and continues to perform, services as the general manager for the operations of the facility and act in good stewardship. Currently Klass-Ex LLC's contract is in good standing with the City of Miramar. Please feel free to contact our purchasing department to get specific information regarding their scope of services and their current performance.

Sincerely,

Wayne M. Messam, CGC, LEED AP, BD+C
Mayor

Local Conditions and Community Involvement



Klass-Ex LLC is aware of the community's support of the Truman Water Front Park Amphitheater and that the majority of current use of the facility is community events. Klass-Ex LLC does not wish to hinder this use, but enhance it. Klass-Ex LLC wishes to form a committee that meets once a month, composed of volunteers from the community. This committee will plan an event or festival, and the event or festival will be put on by this committee. Klass-Ex LLC will donate funds to pay for, in part or whole, the cost of this event. This event will be community driven, FREE to attend for the public, and put on annually, commencing at the start of the 2nd contracted year. This enables Klass-Ex LLC and the facility to meet the community's commitment to the arts.

Klass-Ex LLC is also aware of the challenges a new facility brings to a community. The City of Key West is a well-established municipality with laws that have governed it long before the Truman Water Front Park Amphitheater was envisioned. One ordinance requires City Commissions' approval of events where alcohol is to be served; this approval may take up to two weeks to receive. Klass-Ex LLC has worked with the University of Miami; which has a similar policy. A list of acts, a general seating layout, and times of event start and finish will be presented to the appropriate City staff for approval. After receiving this approval from the City's staff, Klass-Ex LLC will present this general event plan, and list of artists to the city Commission for review, edits, and approval. The Commission will be informed based on their approval of this criteria that events following these parameters and featuring these artist may enter into contract with the management firm to host their events at the Amphitheater without requiring additional approval. Any events not meeting the prescribed event format must still follow the City's pre-established ordinance. This satisfies the local ordinance and allows for promoters to confidently place deposits on artist who are on the pre-approved list. This satisfies the city's current standard and eases the burden on local promoters.

Another factor that is known and seen as an obstacle by many is that the facility lacks a liquor license and does not have a designated concessions company. Klass-Ex LLC is accustomed to dealing with this obstacle at other facilities it manages and has a way in which the City of Key West still receives a financial benefit. At one of the other facilities Klass-Ex LLC manages promoters looking to provide their own concessions services are charged a patrons fee for beverage and for food. This is not a tax, but a fee for the right to sell that is charged at event settlement and is based on event attendance. Proceeds from this fee belong solely to the City of Key West. This ensures that the City receives concessions revenue which would otherwise be forfeited. All promoters are still responsible for obtaining a liquor license or hiring a concessionaire with the proper required licenses and certifications to vend.

One final bit of community knowledge Klass-Ex LLC has space within this proposal to share is that of tourism. One popular form of revenue generation for the City of Key West is that of cruise industry tourism. However, after surveying local shop owners and residents of Key West the qualitative data suggests that it is their opinion that people visiting from the cruise industry do not spend much money. We asked those surveyed "why they think this," and the most common answer was reflected by this statement; "Because they get a lot of free perks (food and drinks) on the ships. Why spend money here?" Klass-Ex LLC wishes to meet with the City of Key West Board of Tourism and coordinate with the cruise line companies who take port in Key West to establish ideal times to host events which may be sold as excursions to the people

docking and heading to shore from the cruises. Examples of such excursion are; intimate small set performances by one act, concerts, comedy shows, meet and greets of various artist and exhibitions. These events will bring the tourist to the Truman Water Front Park exposing visitors to the beauty that is Key West. This increases tourism dollars for these excursions keep people off the ship happy which keeps them off the ship longer. Longer time at shore increasing the probability tourist will spend money, and partnerships such as this have a high probability of increaing revenue to the City for the cruise company's recognizing this symbiotic relationship and may sponsor additional events.

Our Vision for the Truman Waterfront Amphitheater



Klass-Ex LLC's vision for the Key West Amphitheater is to make it one of the new corner stones of the community. Klass-Ex LLC's wishes for the Amphitheater to still live up to its intent as a facility that is for the local community, but wishes to fill those dates in which the community will not be using the facility with events that will generate outside revenue for the City. What do we mean? Klass-Ex LLC currently manages facilities in Miami Dade County and Broward County. Events at these facilities are more so attended by people not from the facilities' surrounding communities (data may be submitted to support this). In fact, over 90% of people who attend events at the facility we manage in Broward County are not from the City in which the facility is located. Thus, via the network of event promoters we have developed, we are able to drive economic development via tourism. For people from all over the state and region come to the facility to see a particular show. These people who see the show eat at restaurants, buy gas and other items at gas stations, souvenirs at gifts shops, and rent hotel rooms. With the management of these facilities we can court promoters already in our database to add additional show dates to the artist they have performing rights to at other facilities and route those events and tourism to the City of Key West. Promoters are interested in this for it reduces their cost per show and Klass-Ex LLC is one of the few venue management firms who can offer these economies of scale because Klass-Ex LLC is one of the only facility management firms managing major facilities in both Broward and Dade County.

Below lists just a few of the completed events Klass-Ex LLC and its management team were able to secure to generate revenue for the City of Miami, The University of Miami, and The Miramar Amphitheater. It is our hope to bring events of a similar scope to this facility, while keeping the wants of the local community in mind. Lorenzo Muniz, CEO Klass-Ex LLC, was the General Manager of the City of Miami's James L. Knight Center. While at this facility Mr. Muniz was able to secure events; such as Drake, Lady Gaga, Air Supply, Willie Colon, plays written by Tyler Perry, and Comedy shows which featured; Steve Harvey, D.L. Hughley, Martin Lawrence, Mike Epps, and Gary Owens.

Also when Mr. Muniz was the General Manager of the City of Miami's Convention Center Lorenzo was able to book events such as; Job fairs, Health Fairs, Jewelry shows and Home Expos. The contacts he made hosting these events enabled him to host other expose at different facilities.

At the University of Miami's Watsco Center, Klass-Ex LLC has booked and hosted concerts and events featuring talents like Billy Joel, Diplo, Marshmallow, Bryson Tiller, Kendrick Lamar, Marc Anthony, Enrique Iglesias, and Ruben Blades. Klass-Ex LLC also booked televised events such as fight promotions by federations like Title MMA (a "farm league" to the UFC), and awards shows such as; The Latin Billboards, and Premios Juventud. This facility has also hosted Cirque du Soleil. Klass-Ex LLC's staff has overseen the operations, ticketing services, and settlement for each event. Also, Klass-Ex staff oversaw the game day operations of the University of Miami's Men's and Women's Basketball teams, and the operation of University events held within the arena.

At the University of Miami's Field House, Klass-Ex LLC has been able to book and host private parties, conventions, comedy shows, including Latin comedians such as Emilio Lovera, and Laureano Marquez. The facility was also able to host singing performances by Ian Chester, Steve Miller, Tavares, France Jolie, and televised events such as multiple NXT Wrestling (a "farm league" of WWE) & TNA Wrestling pay per view events. All event day operations, ticketing, and settlement for these events were handled by our staff.

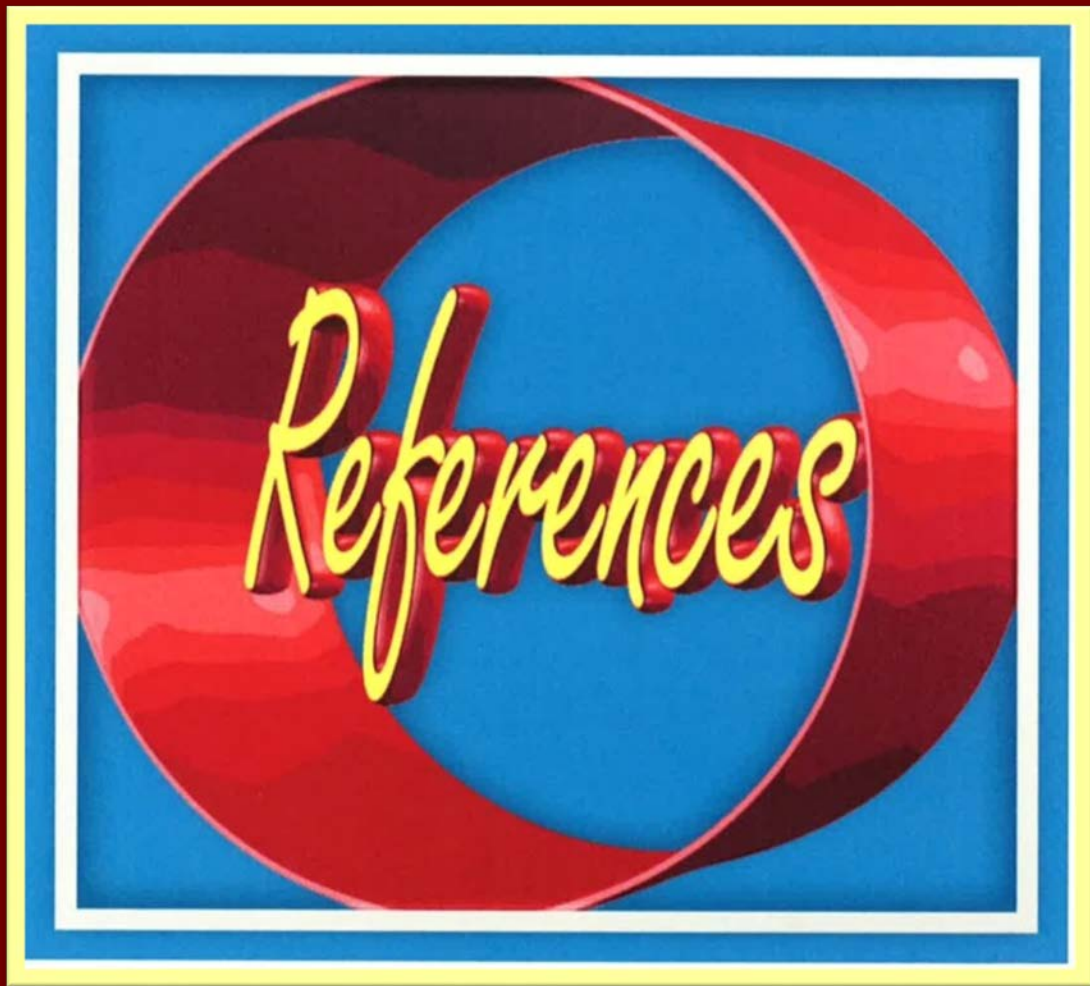
Currently at the Miramar Regional Park Amphitheater, Klass-Ex LLC has been able to enable this facility to host acts such as Next, Tank, Ginuwine, Keith Sweat, Anthony Hamilton, Guy ft. Teddy Riley, Skillet and for King and Country. We have Promoters in negotiations to host other big name acts at the facility such as Josh Turner, 50 Cent, and Big and Rich. As previously stated each of these events has led to an increase of people visiting the City of Miramar. Current attendance records indicate that 90% of people who have attended an event at the amphitheater are not from the City of Miramar. These people are coming into the City and spending money in other areas such as gas stations, hotels, and restaurants. Thus causing a positive economic impact in other aspects of the Miramar Community. Klass-Ex LLC will work to duplicate these results at The Truman Waterfront Park Amphitheater.

In Conclusion



In conclusion Klass-Ex LLC once more humbly states; “it would be a hard task to find another company better suited to run your facility!” Klass-Ex LLC has proven it understands the local community and wishes to help enhance its appreciation of the arts. Also, Klass-Ex has proven it has experience resolving some of the unanticipated issues arising from the construction of the amphitheater. Klass-Ex LLC has stated its proven track record of success within this Qualification Proposal, and offers economies of scale with its other facilities in South Florida that few, if any, other venue management firms may offer. Via these economies of scale Klass-Ex LLC offers a proven ability to bring events which enable the facility to have a stronger potential of a positive economic impact on the surrounding community due to increases in tourism. Klass-Ex LLC confidently states that upon the review of its cost proposal no other venue management firm will offer the same experience displayed in this packet for such a reasonable rate.

Reference Verification





Dan Newhoff
Interim Director
City of Miami Department Public Facilities
Phone: (305) 416-1308

Buildings:

James L. Knight Center

(Capacity: about 4,500)

Miami Convention Center

(Capacity varies based on event)

Location: Miami, FL



Humberto Speziani
Assistant Vice President
Business Services
University of Miami
Phone: (305) 284-5550

Buildings:

Watsco Center

(Capacity: about 7,900)

Field House

(Capacity: 800 -1,000)

Location: Coral Gables, FL



Elizabeth Varela
Interim Director Parks and Recreation
City of Miramar
Phone: (954) 602-3175

Building:

Miramar Regional Park Amphitheater

(Capacity: 5,000)

Location: Miramar, FL



Our Approach to Marketing

Connecting Through



Marketing

Klass-Ex LLC has a holistic approach to marketing with different tactics to touch the local, region, and national markets exposing the new facility to the public at large at a minimal cost to the City of Key West. However, these tactics do not involve showcasing the facility, but the events the facility is hosting! These events drive tourism. As mentioned before, most facility's events are attend, for the most part, by people who are not from the community. In the infancy of the facility the community will have to adjust to impacts it will have, and the changes it will bring; more noise, people, and cars. As such establishing a relationship with the local community is KEY to marketing, for without community support we will never gain the support of the County. As previously stated Klass-Ex LLC wishes to establish a relationship with members of the community who support the arts by establishing a committee to plan, promote, and put on a new annual event that will be funded in part or whole by Klass-Ex LLC (based on size and scope of the event). This event will be free to the public and all net proceeds will go to fund the next years event. Klass-Ex LLC recognizes capital injections such as this build community involvement and affection toward the facility. This event will hopefully grow annually in size and may gain the attention and support of the Monroe County Board of Tourism by the second or third year of its existence. With the support of the Monroe County Board of Tourism the cost of marketing the facility via this event will be supplemented by County funds. Also, locally Klass-Ex LLC invites business owners to meet with them and supply their email addresses to be added to our event alert email database. Klass-Ex LLC reaches out to these local businesses the week of events and tells them the expected attendance of the event so they may adequately prepare for the influx of people to the City. Klass-Ex LLC wishes to build marketing partnerships with these businesses. Klass-Ex LLC will advertise these businesses at events at the amphitheater and the businesses will advertise our events at their store fronts.

Klass-Ex LLC tactics for regional and national marketing are tied to its captured audience of promoters who do events of all scales at their other facilities in South Florida. This industry is not one that exists with "6 degrees of separation." Aside from the large promotion companies like AEG and Live Nation, most promoters discover a facility based on word of mouth by others within the industry who have attended/ hosted events and via targeted advertisements in national publications pertaining to the industry. Klass-Ex LLC already has a database of promoters who are local to South Florida and put on events nationwide. The promoters pay for the advertising of their events. Within their radio and television advertisements they must mention the facility's name and location. Within all printed advertisements the facility's name, location, and logo must be present. Klass-Ex LLC recommends the City of Key West budgetfunds the first year, and reduce this budgeted contribution every year thereafter until sponsorship dollars can supplement the entire expense to support the marketing efforts of promoters. These budgeted funds will be used to establish and maintain a website for the facility, social media accounts for the facility, and to use these forms of media to expand the reach of exposure the facility is receiving from event promoters marketing plans. Klass-Ex LLC already has a partnership with Ticketmaster to further enhance nationwide exposure. Ticketmaster has a web presence and customer database that reaches millions nationwide daily. Ticketmaster will provide a venue page and advertise all events for our facility on its main website through their multiple marketing channels.

These local, regional, and national efforts predominantly produced and paid for by promoters with supplemental efforts produced and paid for by the City reduce the overall cost of marketing the facility for the municipality. These supplemental efforts also increase the reach of exposure of the events coming to the facility, and should positively impact tourism in Key West at little cost to the City. Klass-Ex LLC holistic philosophy is to increase the exposure of events at the facility to the public at large while trying to annually reduce cost of doing so.

Financial Approach



We intend to generate revenue from the events held at the Key West Amphitheater in a variety of ways:

- Facility Rental Fees
- Margin on House Service's Fees – Ushers, Event Security, Stagehands etc.
- Parking and Facility Fees
- Concessions & Merchandising Rights
- Sponsorship – Naming Rights

Based on the agreed upon scope of service, a line item budget is created for the operation of the amphitheater. Klass-Ex will begin to operate within the parameters of the budget and engage promoters to start booking shows at the Key West Amphitheater.

The operation of the business will require two bank accounts:

- 1) **Operating Account** – Operational Funding, all administrative and operating expenditures i.e. salaries, business insurance requirements, administrative expenses, sponsorships
- 2) **Event/Box Office Account** – Customer Deposits, Ticket Sale Proceeds, Event Related Income and Expenditures

Check signing authority, Cash receipts and cash advances are all handled in dual control with chain of custody records and armed escorts required for the transportation of any cash to be used in on site box office and parking transactions.

Once an agreement is made with a promoter and a contract is signed for an event, a deposit is required to be made by wire or cashier's check to the event account. Upon receipt of the deposit, the date is reserved, and the event is put on sale utilizing Klass-Ex's ticketing agreement with Ticketmaster. All ticket sale proceeds are credited to the Event account with Klass-Ex acting as custodian of the funds until all contractual obligations have been met.

At the end of an event, the ticket sales are reconciled, and a settlement is prepared reflecting the terms of the contract. Once the settlement and box office statement have been approved by both the building GM and the Regional Director, they are signed. The promoter's proceeds are then wired in dual control to the credit of the promoter. An Event Report and Income Statement will be provided to the City and the buildings proceeds will be remitted based on the City's instructions.

Event Income Statement Sample:

EVENT INCOME STATEMENT

For the Month Ending

Event 1

Event Date:

Event Name:

Grand Opening

Paid Attendance

0

Turnstile Attendance

0

REVENUE

Gross Ticket Revenue

\$ -

Other Revenue

\$ -

Sponsorship Revenue

\$ -

Admission Taxes

\$ -

NET REVENUE

\$ -

Promoter Proceeds

\$ -

GROSS RENT

SERVICES BILLED

Stagehands

\$ -

Event Security/Ushers

\$ -

Cleaning

\$ -

Rigging

\$ -

Production

\$ -

Credit Card Fees

\$ -

Telecommunications

\$ -

Insurance

\$ -

Other

\$ -

TOTAL SERVICES BILLED

\$ -

NET EFFECTIVE RENTAL

\$ -

SERVICES EXPENSE

Stagehands

\$ -

Event Security/Ushers

\$ -

Cleaning

\$ -

Rigging

\$ -

Production

\$ -

Credit Card Fees

\$ -

Telecommunications

\$ -

Insurance

\$ -

Other

\$ -

TOTAL SERVICES EXPENSE

\$ -

DIRECT EVENT INCOME

\$ -

ANCILLARY INCOME

Concessions-F&B

Gross Concession Sales	\$	-
Sales Tax- 6.59%	\$	-
Concessionaire's Share - 75%	\$	-
Net Concessions	\$	-

Concessions-Alcohol

Gross Concession Sales	\$	-
Sales Tax-6.59%	\$	-
Concessionaire's Share	\$	-
25% up to 15k, 28.5% up to 30K, 30% 35K+	\$	-
Net Concessions - Alcohol	\$	-

Ticket Royalties

Royalty Income	\$	-
Facility Fee Income	\$	-
Sales Tax on FF - 6%	\$	-
Net TM Revenue	\$	-

Parking

Gross Parking Revenue	\$	-
Sales Tax-6%	\$	-
Parking Staff Expense	\$	-
Net Parking	\$	-

TOTAL ANCILLARY INCOME \$ -

EVENT OPERATING INCOME \$ -

Periodic financial reporting is established based on the need of the client, but at minimum includes monthly delivery of a: Balance Sheet, Income Statement, Bank Reconciliations and Year End Projections vs FY Budget. Financial records will be maintained by the local amphitheater administration staff with oversight from Klass-Ex LLC corporate staff including scheduled reviews to analyze and maintain business efficiency and budget adherence. All relevant financial records are stored for 7 years at minimum and can be provided upon request.

Management Approach



As the Venue Operator and Manager, facility management will consist of various phases which include booking events, preparation of the venue for the event, staffing for each event, execution of the event, post event clean-up and final settlement. The venue operator will act autonomously to book events while reporting to the City on pertinent information such as budgetary items, event financials, forecasts and revenue.

As the Venue Operator, it is incumbent that the selection of vendors such as ticketing agency, stage labor, security, cleaning and parking staff be coordinated in house, not only for monetary reasons, but for assurance that these services will be coordinated at the highest standard. Thus, limiting the liability and exposure of the City. As experts in the field, the Klass-Ex LLC can negotiate terms, conditions and competitive pricing, while ensuring each event is staffed properly, vendors hold the proper insurance indemnifying the City and Operator, and generation of revenue of negotiated services by up-charging these services to the client.

The Venue Operator will be responsible for estimating event costs, creation and execution of event agreements, event builds, ticket sales and final settlement. In addition, the Venue Operator will ensure that each promoter remit full payment, proper insurances, permits, and licenses prior to any event. The Venue Operator will suggest a preferred ticketing agent to act as the exclusive vendor to set-up and build events, sell tickets and provide audits and financials for all sales and transactions. By enforcing an exclusive ticketing agent, the City is limiting its liability and exposure by allowing the Venue Operator to control the tickets and capacity of the venue. Additional benefits include exposure via the third party ticketing agencies services and generation of revenue from royalties, rebates and incentives. Additionally, the Venue will be equipped with top of the line equipment which includes fraud protection and convenience features for the patrons at no extra cost to the City.

Communication and interfacing between the Venue Operator and City staff will be a multi-step approach which will consist of regular meetings or conferences to discuss present and future events, event day operations and support between all stakeholders. The City should resume the responsibility of routinely providing general maintenance of the venue, which shall include lawn, irrigation, safety systems such as fire suppression devices, waste management, exterior and cosmetic upkeep. The Venue Operator shall take a pro-active approach to alert the City of items needing immediate attention. The Venue Operator will make suggestions on items the City should include or purchase in house to add value to the facility, and make it more attractive for event promoters.

The City Staff shall designate a lead contact person whom which will communicate with the lead person managing the Venue or the Venue Operator. The designated City Staff member will act as a liaison between the Venue Operator and City officials and stake holders such as the Fire Department, Police, Public Works, Building Department and Waste Management. The City designated contact person shall play a supporting role in ensuring the proper support from the City and efficient execution of the event while utilizing all resources possible.

Periodic facility review will be conducted prior to and after each event, and shall include a brief report of the condition of the Venue and any items that need attention. The Venue Operator will ensure the Venue is clean prior to an event load-in, as well as fully cleaned upon conclusion of

an event. Assistance with cleaning outside of Venue property line should be coordinated between the City Liaison and the Venue Operator for events that generate trash and debris that is beyond the control and scope of the event and exclusive cleaning vendor. Any damages will be documented, claims will be submitted to insurance or billed accordingly to the client via the Venue Operator. The Venue Operator will ask that the City take a leading role in major repairs of the venue that may result from negligence, act of god or general wear and tear, as the facility is owned by the City and certain standards must be adhered by. Minor repairs can be coordinated and budgeted through the Venue Operator and line item should be set aside for such items in the overall budget.

Current Financials



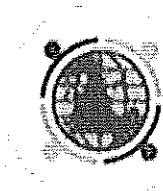
Klass-Ex LLC Income Statement 12/31/2017

Confidential

	Fiscal Year	
	2016	2017
Revenue		
Consulting	\$ 7,290	\$ 42,500
Venue Management	\$ 399,697	\$ 327,000
Total Net Revenue	<u>\$ 406,987</u>	<u>\$ 369,500</u>
Expenses		
Corporate Expenses	\$ 186,414	\$ 190,000
Total Expenses	<u>\$ 186,414</u>	<u>\$ 190,000</u>
EBIT	\$ 220,573	\$ 179,500
Income Taxes		
Net Income	<u>\$ 220,573</u>	<u>\$ 179,500</u>

Funds Under Management for Clients

\$ 3,560,291



MONTERROZA

Financial & Insurance Services

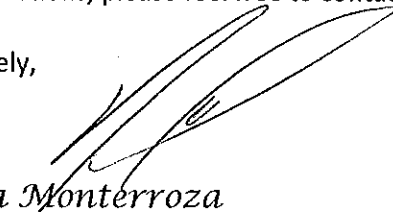
April 27, 2018

To whom it may concern:

After careful review of the insurance requirements found in Appendix D of RFP 006-18 Monterozza Insurance finds Klass-Ex LLC qualifies for the required insurance coverage levels and that an insurance certificate can and will be submitted before final execution or issuance of a contract with Klass-Ex LLC.

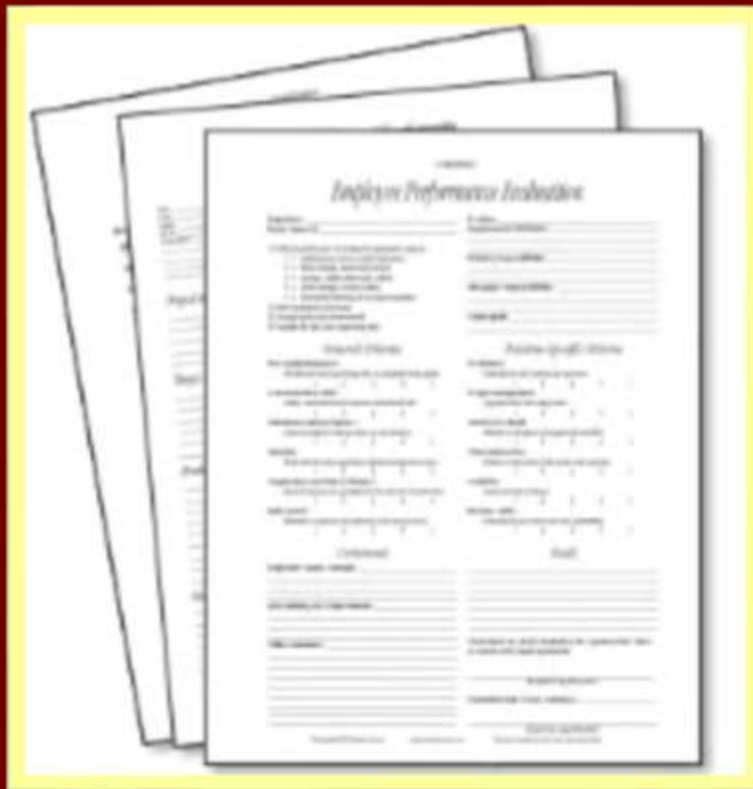
Klass-Ex LLC already has policies of a similar scope and nature issued through our company. If you have any questions, please feel free to contact me.

Sincerely,



Irma Monterroza
Presidente
Monterroza Insurance

Contract/Forms/Addendums



Klass-Ex LLC has reviewed the Draft Contract in Attachment D, and will provide recommendations for changes to the agreement if selected as winner of this bid process.

Klass-Ex LLC attached a letter from our insurance provider to fulfill all obligations under Section 1.2.24 Insurance of RFP No. 006-18. This letter is in the Current Financials section of Klass-Ex LLC's Response to RFP No. 006-18.

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

- 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.

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

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

7. INDEMNIFICATION

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

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

8. AUDITS, RECORDS AND RECORDS RETENTION

The MANAGER agrees:

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

9. TERMINATION

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

10. NOTICE

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

Notice to MANAGER:	NAME, TITLE COMPANY NAME ADDRESS
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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)

By _____ N/A _____, of _____ N/A _____

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

or has produced _____ N/A _____ as identification.

_____ N/A _____

Signature of Notary

Print, Type or Stamp Name of Notary

Title or Rank

Return Completed form with

Supporting documents to:

City of Key West Purchasing

CITY OF KEY WEST INDEMNIFICATION FORM

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

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

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

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

PROPOSER: KLASS-EX LLC.

COMPANY SEAL

16853-SW 50TH ST MIRAMAR FL 33027

Address

Lorenzo Muniz

Signature

LORENZO MUNIZ

Print Name

CEO

Title

4/27/18

Date



NOTARY FOR THE PROPOSER

STATE OF Florida

COUNTY OF Miami-Dade

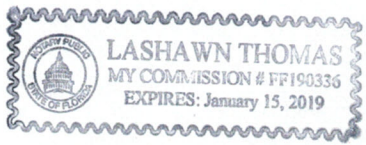
The foregoing instrument was acknowledged before me this 27th day of April, 2018.

By Lorenzo Muniz, of Klass-Ex

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

or has produced FL Drivers License as identification.

Lashawn Thomas, Esq
Signature of Notary



Lashawn Thomas

Print, Type or Stamp Name of Notary

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

Title or Rank

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. 006-18 for
Key West Amphitheater Venue Management

2. This sworn statement is submitted by Klass-Ex LLC
whose business address is 16853 SW 50 St, Miramar, FL, 33027
_____ and (if
applicable) its Federal Employer Identification Number (FEIN) is
47-5330077 (If the entity has no FEIN, include the Social
Security Number of the individual signing this sworn statement.)

3. My name is Lorenzo Muniz and my relationship to
(Please print name of individual signing)

the entity named above is CEO.

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 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.)

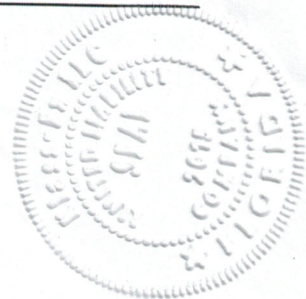
___ The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

Lorenzo Muniz
(Signature)

4/27/18
(Date)

STATE OF Florida

COUNTY OF Miami-Dade



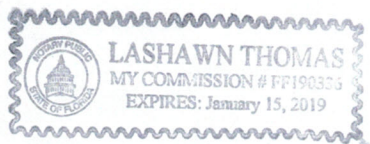
PERSONALLY APPEARED BEFORE ME, the undersigned authority,

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

space provided above on this 27th day of April, 2018

My commission expires: 01/15/2019

Lashawn Thomas
NOTARY PUBLIC



NON-COLLUSION DECLARATION AND COMPLIANCE WITH 49 CFR §29

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

I, Lorenzo Muniz, hereby
declare that I am CEO of Klass-Ex LLC
Of Miramar, FL
(NAME) (TITLE) (FIRM)
(CITY AND STATE)

and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this Project.

I further declare that:

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

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

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

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

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

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

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

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

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

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

EXCEPTIONS:

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

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

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



PROPOSER: (Seal)

BY: Lorenzo Muniz, CEO
NAME AND TITLE PRINTED

WITNESS: [Signature]

BY: Lorenzo Muniz
SIGNATURE

WITNESS: Monica Duys

Executed on this 30th day of April, 2018

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

CONE OF SILENCE AFFIDAVIT

STATE OF FLORIDA)

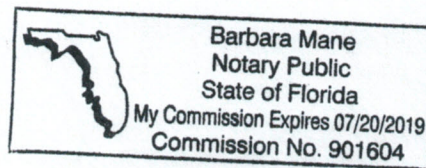
: SS

COUNTY OF BROWARD)

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

Lorenzo Muniz
(signature)

5/1/18
(date)



Sworn and subscribed before me this
1 Day of MAY, 2018.

Barbara Mane

NOTARY PUBLIC, State of FLORIDA at Large

My Commission Expires: 07/20/2019



EQUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT

STATE OF Florida)

: SS

COUNTY OF Miami-Dade)

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

By: Lorenzo Muniz, CEO _____



Sworn and subscribed before me this

27th day of April, 2018.



Lashawn Thomas _____

NOTARY PUBLIC, State of Florida at Large

My Commission Expires: 01/15/2019



THE CITY OF KEY WEST

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

ADDENDUM NO. 1

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CKW Response: See response to Item 8 above.

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

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

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

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

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

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

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

Lorayne Mumford, CEO
Signature

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



THE CITY OF KEY WEST

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

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.

Lawrence Murray, CEO

Signature

KLASS-EX, LLC

Name of Business





THE CITY OF KEY WEST

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

ADDENDUM NO. 3

RFP 006-018 Key West Amphitheater Venue Manager

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

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

1.6 Evaluation Criteria

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

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

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

1.6.2 **Qualifications Presentation and Cost Proposal Presentation**

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

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

1.6.3 **Evaluation Panel Process**

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

Meetings of the Evaluation Panel shall be as follows:

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

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

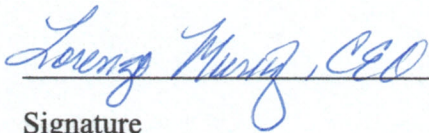
- Ranking Meeting(s): After the Panel members have completed their individual evaluations, the Panel will reconvene following Public Noticing to score and conduct a ranking of the Qualifications and Cost Proposals. The Chairman will total and average the scores of each Panel member and calculate the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

Cost Proposal - Compensation (Maximum 200 Points)

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

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

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


Signature


Name of Business

