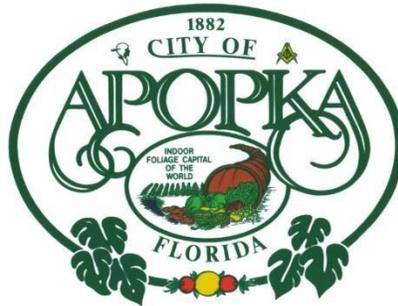


Request for Proposal (RFP)
RFP Number: 2016-16

REQUEST FOR PROPOSAL
FOR EVENT PRODUCTION
AND MANAGEMENT
SERVICES FOR SPECIAL
EVENTS AT THE APOPKA
AMPHITHEATER



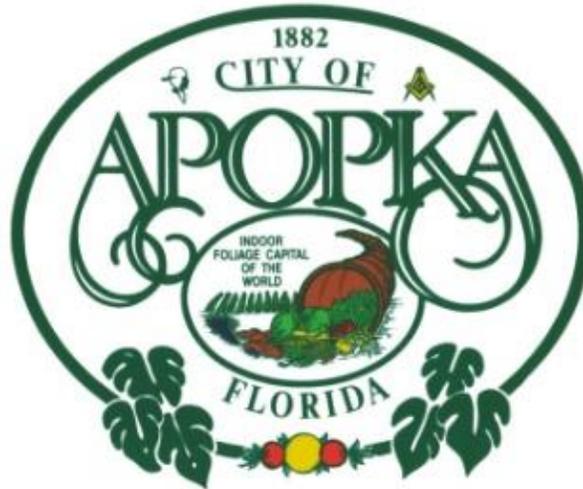
Issued by:
City of Apopka
Recreation Department

Visit us on the web at www.apopka.net

Advertised & Issued Date: Sunday, August 7, 2016

Mandatory Pre-Bid Meeting/Site Visit: Thursday, August 18, 2016

Opens: Wednesday, September 14, 2016



**CITY OF APOPKA, FLORIDA
CITY OFFICIALS 2016**

MAYOR JOE KILSHEIMER
VICE MAYOR BILLIE DEAN
CITY COUNCIL MEMBERS DIANE VELAZQUEZ
DOUGLAS M. BANKSON
KYLE BECKER
CITY ADMINISTRATOR GLENN A. IRBY
CITY CLERK LINDA GOFF
CITY ATTORNEY CLIFF SHEPARD

**NOTICE OF REQUEST FOR PROPOSAL
RFP NUMBER: 2016-16
REQUEST FOR PROPOSAL FOR
EVENT PRODUCTION AND MANAGEMENT SERVICES FOR
SPECIAL EVENTS AT THE APOPKA AMPHITHEATER**

REQUEST FOR PROPOSAL (RFP)

NOTICE IS HEREBY GIVEN that the CITY OF APOPKA seeks sealed proposals for the following work as specified:

RFP NUMBER: 2016-16

REQUEST FOR PROPOSAL FOR EVENT PRODUCTION AND MANAGEMENT SERVICES FOR SPECIAL EVENTS AT THE APOPKA AMPHITHEATER

The City of Apopka will accept sealed proposals until 10:30 AM on **Wednesday, September 14, 2016**, and will open such proposals at 10:45 A.M. in Council Chambers, City Hall, 120 East Main Street, Apopka, Florida 32703. ***Proposals received after 10:30 A.M. EST will not be considered and will be returned to the proposer unopened.***

The City is soliciting proposals on behalf of the City of Apopka, Recreation Department, for Event Production and Management Services for Special Events at the Apopka Amphitheater under the laws of the State of Florida. These services should be efficient and economical, adhere to industry standards and best practices; and utilize the latest available non-proprietary technology.

Proposals will be ranked on a combined qualification and the firm's ability to provide services for RFP Number: 2016-16. The Contract will be awarded to the highest ranked Proposer, as described in the Evaluation Methods Section.

The RFP Packet may be examined and obtained on and after **August 7, 2016**, on DemandStar and the City of Apopka website at www.apopka.net. Vendors who obtain solicitation documents from sources other than these sources are cautioned that the solicitation package may be incomplete. Furthermore, all addendums will be posted and disseminated by the Public Services Department via DemandStar and/or the City of Apopka website.

One (1) unbound original, five (5) bound copies and one electronic in PDF format of the proposal must be submitted no later than 10:30 A.M. on **Wednesday, September 14, 2016**, in sealed envelopes bearing the words "**Event Production and Management Services for Special Events at the Apopka Amphitheater RFP: 2016-16**" and shall be submitted to the City Clerk's Office, City of Apopka, 120 East Main Street, Apopka, Florida 32703. **E-mailed and faxed proposals will not be accepted.**

Timeline for Proposal Selection

Action	Date
Open RFP to Vendors	Sunday, August 7, 2016
Mandatory vendor site visit and questions	10 to 11:30 a.m. Thursday, August 18, 2016
City Response to Questions Posted	Before 5:00 p.m. Tuesday, August 23, 2016
RFP Response Due	10:30 a.m. Wednesday, September 14, 2016
Presentations by selected vendors	Thursday, September 22, 2016
Final Vendor Selection	Friday, September 23, 2016
Notice to Proceed with Negotiation	Monday, September 26, 2016

Responsible questions regarding this RFP offering may be directed to the City Clerk's Office at lgoff@Apopka.net. The last date for questions pertaining to this proposal is **Friday, August 19, 2016**. Questions after this date will not be answered.

The City of Apopka reserves the right to reject any and all proposals, to waive any and all informalities or irregularities and to accept or reject all or any part of any proposal as they may deem to be in the best interest of the citizens of the City of Apopka. The Successful Proposer(s) evaluated and ranked in accordance with the requirements of this RFP, applicable City regulations and State Statute shall be awarded an opportunity to negotiate a multi-year contract ("Contract") with the City of Apopka. Award of opportunity to negotiate the Contract in no way guarantees a Contract will be awarded to the Successful Proposer(s). If awarded, the Contract will be furnished by the City of Apopka, will contain certain terms as are in the City of Apopka's best interests, and may be executed for groups of projects or on a project by project basis. The Contract will include several provisions, including but not limited to, indemnification, insurance requirements, audit rights, open records compliance, and no discrimination. *The City of Apopka reserves the right to make specific task assignments for individual project(s) by subsequent Work Order(s) issued pursuant to the awarded Contract(s).*

CITY OF APOPKA

R. John Dufresne
Purchasing Manager, City of Apopka
120 E. Main Street
Apopka, Florida 32703

Advertised date: August 7, 2016

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STATEMENT OF NON-PARTICIPATION

RFP Number: 2016-16

**REQUEST FOR PROPOSAL FOR
EVENT PRODUCTION AND MANAGEMENT SERVICES
FOR SPECIAL EVENTS AT THE APOPKA AMPHITHEATER**

Note: If you do not intend to submit a bid /proposal on this item/service, complete this form and mail to:

Linda Goff
City Clerk, City of Apopka
120 E. Main Street
Apopka, Florida 32703

Please indicate the Proposal number and title of the Proposal on the outside of the envelope.

We/I do not wish to participate in this proposal for the following reason:

- Specifications are proprietary
- Unable to supply at this time
- We do not carry this item
- We do not provide this service
- Unable to meet specifications
- Unable to meet Bond requirements
- Other

Please keep us on your bid list for future projects _____ Yes _____ No

Signature: _____

Name/Title (printed): _____

Name of Company: _____

Address: _____

SPECIAL INSTRUCTIONS TO PROPOSERS

SECTION 1 – DEFINITIONS AND ACRONYMS

Whenever the following terms appear in the Proposal, the intent and meaning shall be interpreted as follows:

- 1.1 **City:** The City of Apopka, Florida.
- 1.2 **Contract:** The written agreement for performance of the Scope of Work entered into between the City and the successful Proposer.
- 1.3 **Contract Administrator:** The Purchasing Manager, or some other employee expressly designated as Contract Administrator in writing by the City Administrator, who is the representative of the CITY concerning the Contract Documents.
- 1.4 **Evaluation/Selection committee:** City staff and/ or outside consultants assigned to evaluate the submitted proposals.
- 1.5 **Proposer:** Any individual, firm, or corporation submitting a proposal for this project, acting directly or through a duly authorized representative. For the purpose of this Agreement, Proposer shall mean the same thing as the Bidder.
- 1.6 **Proposal:** shall refer to any term used interchangeably with Bid while retaining the same meaning.
- 1.7 **Purchasing Office:** The Purchasing Division of the Finance Dept. of the City of Apopka.
- 1.8 **“Provider”, “Bidder”, “Contractor”, or “Successful Proposer” or “Consultant”:** The Proposer receiving an award as a result of this Request for Proposal. Said terms may be used interchangeably while retaining the same meaning.
- 1.9 **Qualifications/Proposal(s),** shall refer to any Offer(s) submitted in response to this Request for Proposal.
- 1.10 **Request for Proposal, “RFP”, or Proposal:** This Request for Proposal including all Exhibits and Attachments as approved by the City, and addendums or change orders issued by the Purchasing Division.
- 1.11 **Request for Qualification, or Qualification:** Terms used interchangeably in this Request for Proposal while retaining the same meaning.
- 1.12 **Subcontractor/ Sub consultant:** Any person, firm, entity, or organization, other than the employees of the successful Proposer, who contract with the Successful Proposer to furnish labor, or labor and materials, in connection with the Work or Services to the City, whether directly or indirectly, on behalf of the Successful Proposer.
- 1.13 **Work, Services, Program, Project, or Engagement:** All matters that will be required to be done by the successful Proposer in accordance with the Scope of Work, and the Terms and Conditions of this RFP.

- 1.14 **ADM:** means the City of Apopka, Administration
- 1.15 **FI:** means the City of Apopka, Finance Department
- 1.16 **FM:** means Forcemain
- 1.17 **FD:** means the City of Apopka, Fire Department
- 1.18 **GSM:** means Global System for Mobile connections
- 1.19 **IT:** means the City of Apopka, Information Technology Department
- 1.20 **MCC:** means Motor Control Center
- 1.21 **NFPA:** means the National Fire Prevention Association
- 1.22 **NSRWTF:** means the City of Apopka, North Shore Reclaimed Water Treatment Facility
- 1.23 **PD:** means the City of Apopka, Police Department
- 1.24 **RFP:** means Request for Pricing
- 1.25 **PS:** means the City of Apopka, Public Services Department
- 1.26 **REC:** means the City of Apopka, Recreation Department

SECTION 2 – SCOPE OF SERVICES

2.1. SCOPE OF PROPOSAL

The City of Apopka seeks a strategic, creative and passionate firm to take on the task of providing, staging and managing three festival-type events per year at the Apopka Amphitheater. It further desires a firm that has broad-based experience, not just with concerts but with events overall to be able to create wholesome, lively, fun experiences surrounding the events at the Apopka Amphitheater and to take the City's festival events to the next level. The winning candidate has the proven ability to grow an event, understands long-term planning and has an innate ability to identify and secure sponsorship funding while creating programs to attract sponsors. Demonstrated experience in working with a public agency or governmental entity is a plus. The main objectives of this RFP are to create events that showcase Apopka to the broad Central Florida region, to the state and the southeastern United States; increase sponsorship contributions and make the events financially self-sustaining; completely outsource all event related logistics, tasks, marketing, promotion and labor; and increase overall attendance of residents and visitors alike.

The Successful Proposer will provide all services necessary to create three successful events at the Apopka Amphitheater: Old Florida Outdoor Festival, Farm to Feast, and GospelFest. The City of Apopka expects the Successful Proposer to work independently; the City of Apopka may have supervisory and advisory involvement in day-to-day activities and will participate directly as where indicated. However, it is the intent of this RFP to find an independent festival events producer that will organize, stage and manage each event. The City of Apopka reserves the right to have input on the overall strategy and will assist in outreach to stakeholders as may be necessary and will participate as required to make each event successful.

Events:

2.1.1. Old Florida Outdoor Festival is the premier outdoor lifestyle festival and concert in Central Florida, with a specific focus on the outdoor activities and amenities that the Apopka area has to offer. The festival was founded in 2012 and occurs on the second full weekend in February. The City of Apopka worked directly with event producers to present the festival for five consecutive years as both a three-day and two-day event. The festival is a ticketed event and attendance ranges from a few thousand at off-peak times during the day (festival) portion to more than 10,000 leading up to and during evening concerts.

Concerts: The headlining performers at concerts are veteran and up-and-coming national country acts, with local and regional acts opening. Past headliners of the festival are:

- 2012 Jake Owens, Tracy Lawrence
- 2013 Lonestar, Gary Allan
- 2014 Eli Young Band, Craig Morgan
- 2015 Montgomery Gentry, Joe Nichols
- 2016 Chris Young, Parmalee

Festival: The daytime festival events include helicopter rides, Robinson's Racing Pigs, Dock Dogs competitions, hunting and fishing seminars, free kids rides, IBEX Puppetry shows, living history exhibits, petting zoos, duck calling competitions, and livestock shows.

BBQ and Chili Competition: In conjunction with the festival, the City hosts the Florida Barbecue Association's largest barbecue competition in the State on Saturday of the festival, attracting nationally-recognized BBQ chefs, such as Myron Mixon and Danielle Bennett of

Diva-Q. Festival attendees are treated to blind tastings for a People's Choice Award category in the BBQ competition. A local chili competition is held on Sunday of the festival, with proceeds going to the local Adam Stratton Scholarship Fund. *The City will maintain control of the planning, logistics, and production of the BBQ and Chili competitions.*

Past Sponsors: Florida Hospital Apopka, Florida Community Bank, Mullinax Ford, Mosquito Creek Outdoors, Sonny's BBQ, Nelsons Tents & Events, Orlando Sentinel, metroPCS, Budweiser, Orlando Harley Davidson, Florida Door Solutions, United Site Services, Ryan Estate Jewelry, Greenbrier, Ariat, June Engineering Consultants, Inc., Sam's Club, Giant Recreation World, K92.3, Bighthouse Networks.

Scope of Services: Old Florida Outdoor Festival (OFOF)

The City seeks a firm to organize, stage and manage the Old Florida Outdoor Festival for 2017, 2018, and 2019. The 2017 Old Florida Outdoor Festival will be held on Saturday, February 11, 2017 and Sunday, February 12, 2017. Dates for the 2018 & 2019 OFOF are expected to fall during the second full weekend in February and coordinated with the Florida Barbecue Association.

- Create an overall strategy for Old Florida Outdoor Festival for concert(s) depending on talent selection as necessary, including
 - Strategic talent selection that reflects historic talent selection of veteran and/or up-and-coming national country music acts;
 - A marketing and promotion outreach plan, taking into consideration new media as well as traditional methods, including social media, radio, print, apps, etc.;
 - Event enhancements/additions such as gateway experiences, pre-post show events; possible add in or coordination with community groups, etc.
- Develop a festival budget.
 - Successful Proposer will utilize revenues from identified revenue streams: ticket sales, sponsorships, vendor fees, beverage sales, and City's contribution to offset the expenses of the festival.
 - The City of Apopka intends to make a monetary contribution for production of the Old Florida Outdoor Festival, which amount shall be limited by contract.
- Create a Sponsorship Package and active solicitation program.
- All Event and Concert coordination including:
 - Talent identification, booking, contracting and coordination as required;
 - Full-Service on-site presence (i.e. logistics, volunteers, artist management);
 - Coordination and contracting of vendors, caterers, and licensed liquor purveyor;
 - Coordination of actual performance production (stage, sound, lights, artist riders, sponsor signage, etc.);
 - Coordinate venue load-in and load-out, event set up & breakdown;
 - Engaging of staff/personnel/volunteers/security as may be required for the event;
 - Creation of all promotional and advertising materials;
 - Obtain all necessary and required permits.

The City will maintain control, coordination, planning, and logistics of parking at the venue.

2.1.2. Farm to Feast is a one-day, daytime food and wine festival that will first occur in May 2017. Farm to Feast pays tribute to Apopka's agricultural heritage, while celebrating the diversity of

the growing Apopka community. The event will include a variety of food vendors/chefs offering locally-sourced food prepared on-site, a Biergarten with alcohol sales, and live music from local and regional music acts. Initial target attendees are residents of Apopka and the Central Florida community. Expected attendance at inaugural event is 2,000 to 3,000.

Concerts: Local/regional jazz, bluegrass, and/or adult contemporary musical acts to play for the duration of the festival.

Festival: The festival events include food and wine samplings, possible attractions for children and families.

Scope of Services: Farm to Feast

The City seeks a firm to organize, stage and manage Farm to Feast for 2018, 2019, and 2020. Dates for Farm to Feast are expected to be the second or third Saturday of May.

- Create an overall strategy for Farm to Feast for attracting food vendors, including
 - Strategic selection that reflects vendors/chefs who will utilize locally-sourced ingredients to produce quality, varying, upscale menu items to sample;
 - A marketing and promotion outreach plan, taking into consideration new media as well as traditional methods, including social media, radio, print, apps, etc.;
 - Event enhancements/additions such as gateway experiences, pre-post show events; possible add in or coordination with community groups, etc.;
 - A prix-fixe five course dinner and wine pairing to be held on the Friday evening prior to the Saturday Farm to Feast event at Club Lake Plantation. The menu will feature locally-sourced ingredients and wine pairings served to a group of 100 or less, seated family-style at the rustic venue.

- Create an overall strategy for Farm to Feast for concert depending on talent selection as necessary, including
 - Strategic talent selection of local/regional jazz, bluegrass, and/or adult contemporary music acts;
 - A marketing and promotion outreach plan, taking into consideration new media as well as traditional methods, including social media, radio, print, apps, etc.;
 - Event enhancements/additions such as gateway experiences, pre-post show events; possible add in or coordination with community groups, etc.

- Develop an event budget.
 - Successful Proposer will utilize revenues from identified revenue streams: ticket sales, sponsorships, vendor fees, beverage sales, and City's contribution to offset the expenses of the festival.
 - The City of Apopka intends to make a monetary contribution for production of Farm to Feast, which amount shall be limited by contract.

- Create a Sponsorship Package and active solicitation program.

- All Event and Concert coordination including:
 - Talent identification, booking, contracting and coordination as required;
 - Full-Service on-site presence (i.e. logistics, volunteers, artist management);
 - Coordination and contracting of vendors, caterers, and licensed liquor purveyor;

- Coordination of actual performance production (stage, sound, lights, artist riders, sponsor signage, etc.);
- Coordinate venue load-in and load-out, event set up & breakdown;
- Engaging of staff/personnel/volunteers/security as may be required for the event;
- Creation of all promotional and advertising materials;
- Obtain all necessary and required permits.

The City will maintain control, coordination, planning, and logistics of parking at the venue.

2.1.3. GospelFest is a one-day gospel music event that will first be held on the afternoon and evening of November 19, 2016. Thereafter, the festival will be held on the third Saturday in October. GospelFest will celebrate the vast diversity of gospel music. The event will include a variety of national, local, and regional gospel musical acts of varying styles. Initial target attendees are residents of Apopka and the greater Central Florida community. Expected attendance at inaugural event is 2,000 to 3,000. The City wishes to grow this event to the size and scale of Old Florida Outdoor Festival. The City has partnered with The Big Potato Foundation to produce the event in its inaugural year.

Concerts: National, regional, and local gospel acts of varying styles to play for the duration of the event.

Scope of Services: GospelFest

The City seeks a firm to organize, stage and manage GospelFest for 2018, 2019, and 2020. Dates for GospelFest are expected to be the third Saturday in October. The firm will partner with The Big Potato Foundation, a local non-profit, to produce this event and name The Big Potato Foundation as a benefactor.

- Create an overall strategy for GospelFest for concert(s) depending on talent selection as necessary, including
 - Strategic talent selection that reflects national, regional, and local gospel acts of varying styles;
 - A marketing and promotion outreach plan, taking into consideration new media as well as traditional methods, including social media, radio, print, apps, etc.;
 - Event enhancements/additions such as gateway experiences, pre-post show events; possible add in or coordination with community groups, etc.
- Develop a festival budget.
 - Successful Proposer will utilize revenues from identified revenue streams: ticket sales, sponsorships, vendor fees, beverage sales, and City's contribution to offset the expenses of the festival.
 - The City of Apopka intends to make a monetary contribution for production of GospelFest, which amount shall be limited by contract.
 - Commit a percentage of proceeds to the Big Potato Foundation, Inc.
- Create a Sponsorship Package and active solicitation program.
- All Event and Concert coordination including:
 - Talent identification, booking, contracting and coordination as required;
 - Full-Service on-site presence (i.e. logistics, volunteers, artist management);
 - Coordination and contracting of vendors, caterers, and licensed liquor purveyor;

- Coordination of actual performance production (stage, sound, lights, artist riders, sponsor signage, etc.);
- Coordinate venue load-in and load-out, event set up & breakdown;
- Engaging of staff/personnel/volunteers/security as may be required for the event;
- Creation of all promotional and advertising materials;
- Obtain all necessary and required permits.

The City will maintain control, coordination, planning, and logistics of parking at the venue.

2.2 REFERENCES

Current Customers: Please provide name, address, and phone number of up to 3 references that would be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein.

2.3 INVOICES

Monthly Statements shall be sent to:

City of Apopka
Finance Department, Purchasing
150 E. 5th Street
Apopka, Florida 32703

2.4 USE OF PREMISES

During the progress of the work specified herein, the Contractor shall keep the premises free from accumulation of waste materials, rubbish and other debris resulting from the work. At the completion of the work, the Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment, machinery, surplus material and leave the site clean and ready for occupancy. The Contractor shall restore to their original condition, those portions of the site not designated for alteration by the Contract Documents.

2.5 SAFETY AND PROTECTION

The Contractor shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons including but not limited to, the general public who may be affected thereby.

2.6 SILENCE OF SPECIFICATIONS

The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.

2.7 PRE BID MEETING

This RFP requires a Mandatory site visit on **Thursday, August 18, 2016**. At that time, vendors may ask questions of the City, which responses will be provided by **Tuesday, August 23, 2016**, and posted.

SECTION 3 – QUALIFICATIONS

3.1 Provide the following information regarding your firm:

- *Past Performance:*

1. Describe the firm's past performance and experience in the development and management of concert events for community in the local area and nationally.
2. Describe the firm's past experience in developing a sponsorship program and obtaining sponsors for events.
3. Describe the firm's past experience in working with public agencies such as local governments, DDAs, CRAs, etc., if applicable.

- *Comparable Project:*

Provide a detailed case study of at least one comparable project (similar in scope of services to those requested herein) which the Proposer has either ongoing or completed within the past 3 years. Make sure to include relevant details such as what was the starting position? What challenges Proposer faced and how those were overcome. What impact did the event have on the community? The description should identify for each project:

1. Client Requirements
2. Challenge, goal and objectives
3. Strategy development
4. Value delivered against chosen metrics
5. Roster of artists and attendance numbers
6. Commentary on how sponsorship opportunities were identified and sold
7. Contact person and phone number for reference

SECTION 4 - TERM OF CONTRACT

4.1 The Successful Proposer(s) evaluated and ranked in accordance with the requirements of this RFP, applicable City regulations and State Statute shall be awarded an opportunity to negotiate a multi-year contract ("Contract") with the City of Apopka. The Contract will be furnished by the City of Apopka, will contain certain terms as are in the City of Apopka's best interests, and may be executed for groups of projects or on a project by project basis. The Contract will include several provisions, including but not limited to, indemnification, insurance requirements, audit rights, open records compliance, and no discrimination. *The City of Apopka reserves the right to make specific task assignments for individual project(s) by subsequent Work Order(s) issued pursuant to the awarded Contract(s).*

SECTION 5 – INQUIRIES/AVAILABILITY

5.1 Inquiries concerning Proposal Submittals should be made in writing and directed as follows:

R. John Dufresne
Purchasing Manager, City of Apopka
120 E. Main Street
Email: rdufresne@apopka.net

Solicitation documents shall be obtained by contacting DemandStar by Onvia at www.demandstar.com or toll-free: 1-800-711-1712, or from the City website at www.apopka.net/businesses/RFQ

CONTACT WITH PERSONNEL OF THE CITY OF APOPKA OTHER THAN THE PURCHASING MANAGER OR DESIGNATED REPRESENTATIVE, REGARDING THIS REQUEST FOR PROPOSAL MAY BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS.

SECTION 6 – SUBMITTAL INFORMATION: How, When & Where

- 6.1 Proposer should submit (in a sealed envelope indicating Proposer's name and Request for Proposal (RFP) number) copies of the Proposal, each identified as follows:

RFP Number: 2016-16

RFP Name: Event Production and Management Services for Special Events at the Apopka Amphitheater

Date/ Time: September 14, 2016 @ 10:45 A.M.

- 6.2 RFP's, shall be submitted on 8½" by 11" paper, neatly typed on one side only, with normal margins and spacing. The original document package must not be bound, although, the document package copies should be individually bound. One (1) unbound one-sided original and five (5) bound copies along with a PDF **[a total of six (6)]** of the complete submittal must be received by the closing date and time. The original and all copies must be submitted in a sealed envelope.
- 6.3 Responses to the RFP must be signed in ink by an authorized officer of the proposing firm who is legally authorized to enter into a contractual relationship in the name of the Proposer. The submittal of a Statement of Proposal by the Proposer will be considered by the City as constituting an Offer by the Proposer to perform the required services.

SECTION 7 - EVALUATION METHODOLOGY

The City's evaluation criteria may include, but shall not be limited to, the following:

1. **Completeness of Response using Provided Forms:** Clearly demonstrated understanding of the work to be performed. Completeness and reasonableness of the proposer's plan for accomplishing the tasks. Level of creativity demonstrated by the proposer's methodologies for meeting the requirements of this proposal. Use of provided forms.
2. **Prior Experience of the Contractor.** Proposer's capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, and reliability which

will assure good-faith performance, as well as satisfactory reference verification. This criterion includes:

- The experience of the firm and its record on engagements of a similar nature, including the ability to serve in a similar capacity for other units of government or organizations.
- Personnel to be assigned to the project, and their education, capabilities, qualifications and experience with similar projects.
- Reference information gathered from other entities regarding the past experience of the firm; and other areas addressed in the Scope of Services herein.

3. **Ability to Meet Current and Projected Services:** Ability to provide the types of services required by the City. The exact type and nature of the proposer's proposed services and how they accomplish the objectives of the project, as well as the ability to rapidly respond to the City's needs, as defined in the Evaluation Criteria set forth.

WEIGHTED CRITERIA

Points will be assigned to each proposal based on the following weighted criteria:

<u>CRITERIA</u>	<u>MAXIMUM POINTS</u>
Completeness of RFP Packet	10
Experience of the Proposer	20
Past Performance	20
Comparable Project Case Study	25
Ability to Provide Needed Services	25

Upon completion of the evaluation, rating and ranking, the Committee may choose to conduct oral presentation(s) with the Proposer(s) which the Evaluation/Selection Committee deems to warrant further consideration based on the best rated proposal providing the highest quality of service to the City of Apopka; scores in clusters; significant breaks in scoring; and/or maintaining competition. Upon completion of the oral presentation(s), the Committee will re-evaluate, re rate and re-rank the proposals remaining in consideration based upon the written documents submitted and any clarifications offered in the oral presentation.

SECTION 8 - SELECTION PROCEDURE

8.1 A Selection/Negotiation Committee will be responsible for selecting the most qualified firms. The Selection Committee may also, at its sole discretion, request additional or clarifying information from any responder. The Selection Committee may expressly request such information to remedy any incomplete response, but will not be obligated to do so. The occurrence or absence of such a request shall not be cause for objection by any responder. Proprietary information from competing responders shall not be disclosed to the public or to competitors prior to any award subject to Public Records Law, Chapter 119, Florida Statutes.

- 8.2 The firms may be asked to make a presentation of its qualifications and methodology to staff and /or the City Council.
- 8.3 The City reserves the right to award to one proposer, to split the award among multiple proposers or to not award.
- 8.4 NO AWARD WITH RESPECT HERETO SHALL BE DEEMED FINAL AND ALL SUCH AWARDS SHALL BE DEEMED CONDITIONAL, UNLESS AND UNTIL THE PARTIES SHALL HAVE FULLY EXECUTED THE AGREEMENT(S) CONTEMPLATED HEREIN, AND A FULLY EXECUTED AGREEMENT HAS BEEN RETURNED TO THE BIDDER BY THE CITY. THE CITY RESERVES THE RIGHT TO REVOKE ANY AWARD MADE HEREUNDER, WITHOUT PENALTY, PREMIUM, OR OBLIGATION, AT ANY TIME PRIOR TO THE DELIVERY OF THE FULLY EXECUTED AGREEMENT(S) TO THE BIDDER, NOTWITHSTANDING THAT AN AWARD MAY HAVE BEEN PUBLISHED. NO BIDDER SHALL BE ENTITLED TO RELY ON ANY ANNOUNCEMENT OF AWARDS, AND THE CITY SHALL IN NO WAY BE ESTOPPED IN THE REVOCATION OF AN AWARD PREVIOUSLY GRANTED.

SECTION 9– REJECTION CRITERIA

Your proposal shall be considered non-responsive if any of the following criteria exist, (this list is not all-inclusive):

- 9.2 All questions and instructions, including the questions in the Qualifications Package, have not been properly completed.
- 9.3 The instructions, order, and matrixes in the Proposal Package have not been properly followed.
- 9.4 The RFP response Package is found to have concealed or contained false and/or misleading information.
- 9.5 The City did not receive the RFP Package prior to the submittal deadline.
- 9.6 Your firm is not licensed with the Florida Secretary of State to do business in Florida. **You must submit a State of Florida Certificate of Status for your firm.**
- 9.7 Executed Non-Collusive/and or Drug Free Workplace Affidavits are not submitted with the response.
- 9.8 The proposal/bid bond/fidelity bond, if required, is not included in the Package.
- 9.9 The Proposal signature page and certification is not properly executed.

SECTION 10 - WAIVERS

The City in its sole discretion, reserves the right to reject any and all proposals, accept any proposal or any combination of proposals or waive any minor irregularity or technicality in proposals received and may, at its sole discretion, request a re-proposal, when in its sole judgment, it will best serve public interest.

SECTION 11 - INSURANCE REQUIREMENTS

- 11.1 The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an “additional insured” with relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the City as “additional insured” will be at the contractor’s expense.

- 11.2 The City of Apopka shall be given notice thirty (30) days prior to cancellation or modification of any stipulated insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Department.

- 11.3 The Contractor’s insurance must be provided by an A.M. Best’s “A” rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City’s Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that precludes coverage for work contemplated in this RFP shall be deemed unacceptable, and shall be considered breach of contract.

- 11.4 Any firm performing work on behalf of the City of Apopka must provide Workers’ Compensation insurance in the amount of \$1,000,000/\$1,000,000/\$1,000,000. Exceptions and exemptions can only be made if they are in accordance with Florida Statute.

- 11.5 Commercial General Liability Insurance Covering premises-operations, products completed operations, independent contractors and contractual liability.
Limits: Combined single limit bodily injury/property damage \$1,000,000.
This coverage should include, but not limited to:
 - a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
 - b. Coverage for Premises/Operations
 - c. Personal and Advertising Injury Liability
 - d. Products/Completed Operations
 - e. Broad Form Contractual Liability

Covering all owned, hired, and non-owned automobile equipment, and other vehicles used by the successful bidder in the performance of the work with the following limits of liability:

Limits: Combined single limit bodily injury/property damage \$1,000,000
Professional Liability (Errors & Omissions)

Limits: \$2,000,000 per occurrence

This coverage should include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability

11.6 Automobile Liability Insurance

Covering all owned, hired, and non-owned automobile equipment, and other vehicles used by the successful bidder in the performance of the work with the following limits of liability:

Limits: Bodily injury \$1,000,000 each person,
\$1,000,000 each occurrence Property damage
\$1,000,000 each occurrence

Professional Liability (Errors & Omissions)

Limits: \$2,000,000 per occurrence

A copy of ANY current Certificate of Insurance should be included with your proposal.

11.7 In the event that you are the successful bidder, you will be required to provide a certificate naming the City as an “additional insured” for General Liability.

11.8 Certificate holder should be addressed as follows:

City of Apopka
City Clerk
120 E. Main Street
Apopka, FL 32703

11.9 Insurance:

Vendor shall, at its sole cost and expense, procure and maintain throughout the term of this contract, Comprehensive General Liability and Worker’s Compensation insurance, including Employer Liability insurance, with minimum policy limits of \$1,000,000 Combined Single Limits, or to the extent and in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the City of Apopka as a named, additional insured, as well as furnishing the City of Apopka with a certified copy, or copies, of said insurance policies. Certificates of insurance and certified copies of these insurance policies must accompany this signed contract. Said insurance coverages procured by Vendor as required herein shall be considered, and Vendor agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the City of Apopka, and that any other insurance, or self-insurance available to the City of Apopka shall be considered secondary to, or in excess of, the insurance coverage(s) procured by Vendor as required herein.

Nothing herein shall be construed to extend the City of Apopka's liability beyond that provided in section 768.28, Florida Statutes.

11.10 Indemnification:

Vendor shall defend, indemnify and hold harmless the City of Apopka and all of the City of Apopka's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Vendor, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. Vendor recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the City of Apopka when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the City of Apopka in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve Vendor of its liability and obligation to defend, hold harmless and indemnify the City of Apopka as set forth in this article of the Agreement.

Nothing herein shall be construed to extend the City of Apopka's liability beyond that provided in section 768.28, Florida Statutes.

SECTION 12 – GENERAL CONDITIONS

The Proposer (other than governmental agencies) must provide a copy of its occupational license with Orange County to verify that it is fully licensed and certified for the type of work to be performed in the State of Florida at the time of submittal of RFP.

VENUE: All contracts shall be governed by the laws of the State of Florida and venue shall be in Orange County, Florida.

EXPENSES: Neither the CITY nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. All expenses in the preparation of this RFP are the sole responsibility of the Proposer. All Submittals should be prepared to provide a straightforward and concise description of the respondents' qualifications and ability to meet the requirements of the RFP.

INTERPRETATIONS: All Proposers shall carefully examine the Proposal Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Proposals; failure to do so on the part of the Proposer will constitute an acceptance by the Proposer of any subsequent decision by the City. Any questions concerning the intent, meaning and interpretations of the Proposal Documents shall be requested in writing, and received by the City at least fourteen (14) days prior to the Proposal Opening. Inquiries shall be addressed to the Purchasing Manager. No person is authorized to give oral interpretations of, or make oral changes to the Proposal. Therefore, oral statements given before the proposal opening will not be binding. Any interpretation of, or changes to the proposal will be made in the form of a written Addendum to the proposal and will be furnished to all

Proposers. Receipt of all addenda shall be acknowledged by the Proposers in the appropriate place on the Proposal Form.

PUBLIC ENTITY CRIMES: Pursuant to F.S. 287.133. as amended: a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a Contract to provide any goods or services to a public entity, may not submit a proposal on a Contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, Subcontractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

ASSIGNMENT: Any Purchase Order or Contract issued pursuant to this Request For Proposal and the monies which may become due hereunder are not assignable, in whole or part.

INDEMNIFICATION: Proposer agrees to protect, defend, indemnify, and hold harmless the City, its employees, representatives, and elected officials from any and all claims and liabilities including all attorney's fees and court costs, including appeals, for which the City, its employees, representatives, and elected officials can or may be held liable as a result of injury (including death) to persons or damage to property occurring by reason of any negligence, recklessness, or intentional wrongful misconduct of the Proposer, its employees, or agents, arising out of or connected with this Agreement. The Proposer shall not be required to indemnify the City or its agents, employees, representatives, or elected officials when an occurrence results solely from the wrongful acts or omissions of the City, or its agents, employees or representatives.

The parties agree that one per cent (1%) of the total compensation paid to the Proposer for performance of this Agreement shall represent the specific consideration for the Proposer's indemnification of the Owner.

Documents on this Project are hereby amended to include the foregoing indemnification and the "Specific Consideration" therefore.

PROPOSALS TO REMAIN OPEN: All proposals shall remain open for the number of days after the day of the proposal opening stated in the special provisions, or if no such number of days is stated, all proposals shall remain open for ninety (90) days after the date of proposal opening prior to award. The City may, in its sole discretion, release any proposal prior to that date.

ANNUAL APPROPRIATION: Any Contract issued is conditional upon the City appropriating funding to implement the Contract.

EMPLOYEES: Employees of the Contractor shall at all times be under its sole direction and not be an employee or agent of the City. The Contractor shall supply competent employees. The City may require the Contractor to remove an employee or subcontractor it deems careless, incompetent, insubordinate, or otherwise objectionable without any cost to the City or without any increase in Contract Price. Contractor shall be responsible to the City for the acts and omissions of all employees working under its directions whether or not the actions taken go beyond the normal scope of employment.

ADDITIONAL TERMS AND CONDITIONS: No additional terms and conditions included with the proposal response shall be evaluated or considered, have no force or effect, and are inapplicable to this proposal unless agreed to in writing by the City. It is understood and agreed that the conditions in these Proposal Documents are the only conditions applicable to this proposal and the Proposer's authorized signature on the Proposal Form attests to this.

DELETION/OVERSIGHT/MISSTATEMENT: Any deletion, oversight, or misstatement of the Specifications shall not release the Proposer from the responsibility of supplying complete and operational units, together with all appurtenances necessary for unrestricted operation as determined by the City in its sole discretion.

WITHDRAWAL OF AN OFFER: An Offer shall be irrevocable unless the Offer is withdrawn as provided herein. A Proposal may be withdrawn only by written communication delivered to the Purchasing Office prior to the Solicitation Closing Date & Time. The proposer must present certification to assure that they are indeed an authorized representative of the Proposer's firm at the time such communication to withdraw the Proposal is presented. A representative will verify this information prior to return of Proposer's proposal. An Offer may also be withdrawn after one-hundred-eighty (180) calendar days after the Solicitation Closing Date & Time, if it is withdrawn prior to the recommendation for award, by submitting a letter to the Purchasing Office at the address identified in this Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Proposer.

SECTION 13 - SUBMITTAL PACKAGE

Submit this portion of the Request for Proposal as your firm's Qualifications Package. Complete the following information exactly as shown including numbering and tabbing sections. This information is vital for the City to rate your firm, as your evaluation and ranking will be based on the information supplied below along with any other information required by the City.

TAB #1 Insert Proposer's Qualification Statement (Attachment "A")

TAB #2 Statement of Capabilities:
Provide a statement that addresses why the specific Proposer would be in the best posture to deliver the required services. (Limit to one (1) page.)

TAB #3 Management Team:
Submit an outline of the elements and organizational structure of the team established to manage the project. This is to include the administrative operation and key personnel and their area of responsibility.

Also, describe the Proposer's approach to organizational management and the responsibilities of Proposer's management and staff personnel that will perform work for this contract; describe the methodology employed to ensure prompt service, customer satisfaction, prompt complaint resolution, effective employee performance and training. Please explain any differences or challenges you may have encountered with any client, and the method(s) you employed to overcome them. (Limit to three (3) pages including organizational chart.)

For each proposed project manager list five (5) projects/contracts comparable and specific to this project to include the following information:

- Client Name, address, and telephone number
- Licensing/ certifications, various subordinate member team positions
- Whether your firm was the primary or a subcontractor
- Description of the contract including;
- Contract Objective (s)/ accomplishments
- Challenges encountered, resolutions
- Contract Starting and Ending Dates

TAB #4 Specific Related Experience of the Firm:

Past Performance:

- Describe the firm's past performance and experience in the development and management of concert events for community in the local area and nationally.
- Describe the firm's past experience in developing a sponsorship program and obtaining sponsors for events.
- Describe the firm's past experience in working with public agencies such as local governments, DDAs, CRAs, etc., if applicable.

TAB #5 Financial Statement:

Provide the most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition.

TAB #6 Comparable Project

Provide a detailed case study of at least one comparable project (similar in scope of services to those requested herein) which the Proposer has either ongoing or completed within the past 3 years. Make sure to include relevant details such as what was the starting position? What challenges Proposer faced and how those were overcome. What impact did the event have on the community? The description should identify for each project:

- Client Requirements
- Challenge, goal and objectives
- Strategy development
- Value delivered against chosen metrics
- Roster of artists and attendance numbers
- Commentary on how sponsorship opportunities were identified and sold
- Contact person and phone number for reference

TAB #8 Attachments- Insert:

Non-Collusive Affidavit (Attachment "B")
Confirmation of Drug-Free Workplace (Attachment "C")
Signature Page (Attachment "D")
Acknowledgement of Addendums (Attachment "E")

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, CITY CLERK LINDA GOFF AT ...(407.703.1704, lgoff@apopka.net and 120 EAST MAIN STREET, APOPKA, FL 32704-1229)....

ATTACHMENT "A"
PROPOSER'S QUALIFICATION STATEMENT

PROPOSER shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and shall cause its rejection. Additional sheets shall be attached as required.

PROPOSER'S Name and Principal Address: _____

Contact Person's Name and Title: _____
(Print)

PROPOSER'S Telephone and Fax Number: _____
Email Address: _____

PROPOSER'S License(s) Number(s): _____

(Please attach certificate of competency and/or state registration.)

PROPOSER'S Federal Identification Number: _____

Number of years your organization has been in business, in this type of work: _____

Names and Titles of all officers, partners or individuals doing business under trade name:

The business is a: Sole Proprietorship Partnership Corporation

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by CITY in awarding the contract and such information is warranted by PROPOSER to be true. The discovery of any omission or misstatement that materially affects the PROPOSER'S qualifications to perform under the contract shall cause the CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

By: _____

(Signature)

ATTACHMENT "B"
NON-COLLUSIVE AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____ being first duly sworn deposes and says that:

BIDDER is the _____,
(Owner, Partner, Officer, Representative, or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public (Signature)

My Commission Expires: _____

ATTACHMENT "C"

CONFIRMATION OF DRUG-FREE WORKPLACE

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibitions.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or Contractual services that are under Bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or Contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days after the conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

A signed copy of your Drug-Free Workplace Policy must be attached to this signed copy and submitted with the Bid Documents.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor's Signature

ATTACHMENT "D"
SIGNATURE PAGE

The undersigned attests to his (her, their) authority to submit this Submittal and to bind the firm(s) herein named to perform as per agreement. Further, by signature, the undersigned attests to the following:

1. The Proposer is financially solvent and sufficiently experienced and competent to perform all of the work required of the Proposer in the Contract;
2. The facts stated in the Proposer's response pursuant to Request for Submittals, instructions to Proposer and Specifications are true and correct in all respects;
3. The Proposer has read and complied with, and submits their proposal agreeing to all of the requirements, terms and conditions as set forth in the Request for Proposals.
4. The Proposer warrants all materials supplied by it are delivered to the CITY of Apopka, Florida, free from any security interest, and other lien, and that the Proposer is a lawful owner having the right to supply the same and will defend the conveyance to the CITY of Apopka, Florida, against all persons claiming the whole or any part thereof.
5. **Proposer understands that if a team is short listed and selected to make oral presentations to the selection committee and/or CITY, only the team members evaluated in the written submissions may present at the oral presentations. Any changes to the team at the oral presentations will result in that team's disqualification.**
6. The undersigned certifies that if the firm is selected by the City the firm will negotiate in good faith to establish an agreement.
7. Proposer understands that all information listed above may be checked by the City of Apopka and Proposer authorizes all entities or persons listed above to answer all questions. Proposer hereby indemnifies the City of Apopka and the persons and entities listed above and holds them harmless from any claim arising from such authorization or the exercise thereof, including the dissemination of information pursuant thereto.

Submitted on this _____ day of _____, 20____ .

(If an individual, partnership, or non-incorporated organization)

Witness

Company

Printed

By

Title

Printed Name, Title

(If a corporation, affix seal)

Company

By

CERTIFIED RESOLUTION

I, _____, the duly elected Secretary
(Person's Name)
of _____, a corporation organized and
(Business Name)

existing under the laws of the State of _____,
do hereby certify that the following Resolution was unanimously adopted and passed by a quorum
of the Board of Directors of the said corporation at a meeting held in accordance with law and the
by-laws of the said corporation.

"IT IS HEREBY RESOLVED THAT _____
(Person's name)

The duly elected of _____
(Title of Officer) (Business Name)

is hereby authorized to execute and submit a Proposal and Proposal Bond, if such bond is
required, to the City of Apopka and such other instruments in writing as may be necessary of behalf
of the said corporation; and that the Proposal, Proposal Bond, and other such instruments signed
by him/her shall be binding upon the said corporation as its own acts and deeds. The secretary
shall certify the names and signatures of those authorized to act by the foregoing resolution.

The City of Apopka shall be duly protected in relying upon such certification of the secretary and
shall be indemnified and saved harmless from any and all claims, demands, expenses, loss or
damage resulting from or growing out of honoring, the signature of any person so certified or for
refusing to honor any signature not so certified.

I further certify that the above resolution is in force and effect and has not been revised revoked or
rescinded.

I further certify that the following are the name, titles, and official signatures of those persons
authorized to act by the foregoing resolution:

NAME	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Given under my hand and the Seal of the said corporation this ____day of _____, 20____

(SEAL)

BY: _____

Secretary

Corporate Title

NOTE:

The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the City of Apopka that the person signing the proposal and proposal Bond for the corporation has been properly empowered by the corporation to do so, on its behalf.

ATTACHMENT“E”

ACKNOWLEDGEMENT OF ADDENDUM

RFP: 2016-16

TITLE:

**REQUEST FOR QUALIFICATIONS FOR
EVENT PRODUCTION AND MANAGEMENT SERVICES FOR SPECIAL
EVENTS AT THE APOPKA AMPHITHEATER**

Acknowledgement is hereby made of the following Addenda received since issuance of Specifications:

Addendum _____ No. -Dated _____

Addendum _____ No. -Dated _____

Addendum _____ No. -Dated _____

Name of Vendor's Service Contact: _____

Address: _____

Signature _____ Date _____

This page must be submitted with RFP. Failure to provide the requested documents may result in your proposal being deemed Non-Responsive.