

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF DORAL
AND
4 SOUND GROUP, INC.
FOR
STAGE, SOUND, AND LIGHTING SERVICES FOR CITY EVENTS**

THIS AGREEMENT is made between **4 SOUND GROUP, INC.**, an active, for-profit Florida Corporation, validly engaging business in the state of Florida (hereinafter the "Provider"), and the **CITY OF DORAL, FLORIDA**, a Florida municipal corporation, (hereinafter the "City").

RECITALS

WHEREAS, in response to RFP#2019-17, titled "Stage, Sound, and Lighting" (the "RFP"), the City of Doral (the "City") received one (1) response by the April 26, 2019 at 11:00a.m. deadline; and

WHEREAS, Upon evaluation of the proposal, **4 SOUND GROUP, INC.** ("PROVIDER") was deemed the most responsible proposer with a score of 298 out of a possible 315 points; and

WHEREAS, Staff recommended that the City enter into an agreement, as may be negotiated by the City manager with **4 SOUND GROUP, INC.**, pursuant to the terms of the RFP, **4 SOUND GROUP, INC.**'s proposal, and as authorized herein; and

WHEREAS, the City Council approved Resolution 19-140, authorizing the City Manager to negotiate and contract with Provider for the provision of the providing stage, sound, and lighting services for City events, pursuant to the terms of the RFP and Provider's Proposal; and

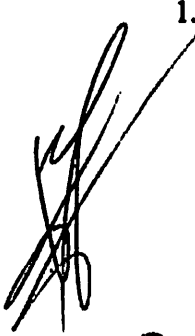
WHEREAS, the City and Provider, through mutual negotiation, have agreed on the terms and conditions in this Agreement for the provision of services.

AGREEMENT

NOW, THEREFORE, in consideration of the aforementioned recitals, which are incorporated herein and made a part hereof by this reference, the mutual covenants and conditions contained herein, and other good and valuable consideration, the sufficiency of which is acknowledged by the Parties, Provider and the City agree as follows.

1. **Scope of Services/Deliverables.**

- 1.1 The Provider shall furnish the professional services to the City as outlined in the RFP found in Exhibit "A," which is attached to this Agreement and incorporated herein and made a part hereof by this reference.
- 1.2 The "Scope of Services" includes a Project Schedule for the Project which includes a breakdown of tasks, timeline and deliverables to the City.



June 25/2019

2. Term/Commencement Date.

- 2.1 This initial Agreement shall become effective upon execution by both parties and shall remain in effect for two (2) years from the date of execution of Agreement, unless earlier terminated in accordance with Paragraph 8. Prior to, or upon completion of the initial term, the City shall have two (2) one-year optional renewals. The Provider shall maintain, for the entirety of the stated additional period(s), the same terms and condition included within this original Agreement. Continuation of the Agreement beyond the initial term, and the optional years, is a City prerogative, and not a right of the Provider.**
- 2.2 Provider agrees that time is of the essence and Provider shall complete each deliverable for the Project within the timeframes set forth in the Project Schedule, unless extended by the City Manager.**

3. Compensation and Payment.

- 3.1 The Provider shall be compensated in the following manner:**

An amount not to exceed \$50,000.00 per fiscal year regardless of the number of hours or length of time necessary for Provider to complete the Scope of Services. Provider shall maintain same pricing for events as provided in their Proposal in Exhibit "C". The City reserves the right to reduce or add services as needed for city events and is not obligated to use the entire not to exceed amount per fiscal year. Provider shall not be entitled to any additional payment for any expenses incurred in completion of the Scope of Services. A breakdown of costs used to derive the lump sum amount, including but not limited to hourly rates, estimated travel expenses and other applicable rates, is specified in the Scope of Services. Upon completion of the work, Provider shall submit its bill[s] for payment in a form approved by the City. The bill[s] shall identify the services completed and the amount charged.

- 3.2 The City shall pay Provider in accordance with the Florida Prompt Payment Act.**
- 3.3 If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay to the Provider the undisputed portion of the invoice. Upon written request of the Finance Director, the Provider shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the City Manager whose decision shall be final.**

3.4 Consumer Price Index (CPI): Contract prices are to remain firm through September 30, 2020. Annually beginning October 1, 2020, the contractor may request price adjustments. Requests must be in writing and must be received thirty (30) days prior to the adjustment date. If a contractor fails to request a PPI price adjustment 30 days prior to the adjustment date, the adjustment will be effective 30 days after the City receives contractor's written request. Price adjustments will be made in accordance with percentage change in U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, Miami – Fort Lauderdale-West Palm Beach. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year, six-month average (January through June or July through December 2020); and each (January through June OR July through December) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed.

4. Sub-Providers.

4.1 The Provider shall be responsible for all payments to any subcontractors and shall maintain responsibility for all work related to the Project.

4.2 Any subcontractors used on the Project must have the prior written approval of the City Manager or his designee.

5. City's Responsibilities.

5.1 Furnish to Provider, at the Provider's written request, all available maps, plans, existing studies, reports and other data pertinent to the services to be provided by Provider, in possession of the City.

5.2 Arrange for access to and make all provisions for Provider to enter upon real property as required for Provider to perform services as may be requested in writing by the Provider (if applicable).

6. Provider's Responsibilities.

6.1 The Provider shall exercise the same degree of care, skill and diligence in the performance of the Project as is ordinarily provided by a stage, sound, and lighting provider under similar circumstances. If at any time during the term of this Agreement or within one year from the completion of the Project, it is determined that the Provider's deliverables are incorrect, defective or fail to conform to the Scope of Services of the Project, upon written notification from the City Manager, the Provider shall at Provider's sole expense, immediately correct the work. The City in no way assumes

or shares any responsibility or liability of the Provider or Sub Provider under this agreement.

7. Conflict of Interest.

7.1 To avoid any conflict of interest or any appearance thereof, Provider shall not, for the term of this Agreement, represent any private sector entities (developers, corporations, real estate investors, etc.), with regard to any City related matter.

8. Termination.

8.1 The City Manager without cause may terminate this Agreement upon thirty (30) days written notice to the Provider, or immediately with cause.

8.2 Upon receipt of the City's written notice of termination, Provider shall stop work on the Project.

8.3 In the event of termination by the City, the Provider shall be paid for all work accepted by the City Manager up to the date of termination, provided that the Provider has first complied with the provisions of Paragraph 8.4.

8.4 The Provider shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Project to the City, in a hard copy and electronic format specified by the City within 14 days from the date of the written notice of termination or the date of expiration of this Agreement.

8.5 If the Provider wishes to terminate this Agreement prior to the end of the initial term or during the option years, they must provide the City with one-hundred and twenty (120) days written notice. Failure to provide the City with one-hundred and twenty (120) days written notice may result in the Provider being unable to do business with the City in the future.

9. Insurance.

9.1 The Provider shall secure and maintain throughout the duration of this Agreement insurance of such type and in such amounts as required by Exhibit "B". The insurance carrier shall be qualified to do business in the State of Florida and have agents upon whom service of process may be made in the State of Florida.

9.2 Certificates of Insurance shall be provided to the City at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the City before

any policy or coverage is cancelled or restricted, or in accordance to policy provisions. The City further reserves the right to solicit additional coverage, or require higher limits of liability as needed, and depending on the nature of scope, or level of exposure.

10. Nondiscrimination.

10.1 During the term of this Agreement, Provider shall not discriminate against any of its employees or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination

11. Attorneys' Fees and Waiver of Jury Trial.

11.1 In the event of any litigation arising out of this Agreement, each party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

11.2 In the event of any litigation arising out of this Agreement, each party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

12. Indemnification.

12.1 Provider shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Provider's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from Agreements between the Provider and third parties made pursuant to this Agreement. Provider shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Provider's performance or non-performance of this Agreement. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, including without limitation Sections 725.06 and 725.08, Fla. Stat., if applicable.

12.2 The provisions of this section shall survive termination of this Agreement.

12.3 Ten dollars (\$10) of the payments made by the City constitute separate, distinct, and independent consideration for the granting of this

indemnification, the receipt and sufficiency of which is voluntary and knowingly acknowledged by the Provider.

13. Notices/Authorized Representatives.

13.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the City: Albert Childress
City Manager
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

With a Copy to: Luis Figueredo, Esq.
City Attorney
City of Doral, Florida
8401 NW 53rd Terrace
Doral, Florida 33166

For The Provider: JOSE JOAQUIN GONZALEZ
PRESIDENT - OWNER
of SOUND GROUP
7425 NW 73rd
MIAMI FL 33126

14. Governing Law.

14.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Miami-Dade County, Florida, or the Southern District of Florida.

15. Entire Agreement/Modification/Amendment.

15.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

15.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

16. **Ownership and Access to Records and Audits.**

16.1 All records, books, documents, maps, data, deliverables, papers and financial information (the "Records") that result from the Provider providing services to the City under this Agreement shall be the property of the City.

16.2 The City Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Provider involving transactions related to this Agreement.

16.3 The City may cancel this Agreement for refusal by the Provider to allow access by the City Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes.

17. **Nonassignability.**

17.1 This Agreement shall not be assignable by Provider unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and personal expertise of the Provider, and such firm's familiarity with the City's area, circumstances and desires.

18. **Severability.**

18.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

19. **Independent Contractor.**

19.1 The Provider and its employees, volunteers and agents shall be and remain independent contractor and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

20. Representations and Warranties of Provider.

20.1 Avolve hereby warrants and represents, at all times during the Term of this Agreement, inclusive of any renewals thereof, that:

20.1.1 Provider, and its employees and/or subcontractors, shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services hereunder;

20.1.2 Provider is a corporation duly organized, validly existing and in good standing under the laws of the State of Florida and duly registered, validly doing business and in good standing under the laws of the State of Florida;

20.1.3 The execution, delivery and performance of this Agreement by Provider has been duly authorized and no consent of any other person or entity to such execution, delivery and performance is required to render this Agreement a valid and binding instrument enforceable against Avolve in accordance with its terms; and

20.1.4 Provider has the required knowledge, expertise, and experience to perform the Services and carry out its obligations under this Agreement in a professional and first class manner.

21. Compliance with Laws.

21.1 The Provider shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the services.

22. Non-collusion.

22.1 Provider certifies that it has not divulged, discussed or compared his/her/its quote with other individuals and/or entities that provided quotes to the City for the Services and has not colluded with any other individual or entity whatsoever.

23. Truth in Negotiating Certificate.

23.1 Provider hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for the Services that may be offered pursuant to this Agreement are accurate, complete, and current. Provider further agrees that the Fee provided shall be adjusted to exclude any significant sums by which the City determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the Term or any Extension term.

24. Waiver

24.1 The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

25. Survival of Provisions

25.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

26. Prohibition of Contingency Fees.

26.1 The Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Provider, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Provider, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

27. Force Majeure.

27.1 It is understood that performance of any act by the City or Provider hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the City shall have the right to provide substitute service from third parties or City forces as may be necessary to meet City needs, and, in such event, the City shall withhold payment due Contractor for such period of time, if any. If the condition of force majeure exceeds a period of fourteen (14) days, the Town may, at its option and discretion, cancel or renegotiate the Agreement

28. Counterparts

28.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW.]


IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature:

Attest:

CITY OF DORAL




Connie Diaz, City Clerk

By: 

Albert Childress, City Manager
Date: 6-18-2019

Approved As To Form and Legal Sufficiency for the Use
And Reliance of the City of Doral Only:



Luis Figueredo, Esq.
City Attorney

4 SOUND GROUP, INC.

By: JOSE JOAQUIN GONZALEZ
Its: PRESIDENT-OWNER
Date: 6/17/19

Exhibit “A”
**RFP 2019-07 “Stage, Sound,
and Lighting”**



City of Doral
Request for Proposals
Stage, Sound, and Lighting
Services

RFP No. 2019-17

TABLE OF CONTENTS

1.0 GENERAL CONDITIONS

2.0 SPECIAL CONDITIONS

3.0 TECHNICAL SPECIFICATIONS

4.0 BID FORM

5.0 REQUIRED FORMS & DELIVERABLES

- **EXHIBIT A: MINIMUM INSURANCE REQUIREMENTS**
- **EXHIBIT B: RESPONDENT'S WORKSHEET**



City of Doral

RFP No. 2019-17 – Stage, Sound, and Lighting Services

Addendum No. 1

Below are questions/ clarifications that were received regarding this project as well as the City's responses. This Addendum is and does become a part of the above-mentioned solicitation. This addendum is issued to modify the subject solicitation as follows:

1. How many local bands will be performing? Any idea on what kinds of music?
 - The number of local bands included in the event can change from year to year, but the average has been 3-4 bands. The bands perform a variety of music which ranges from country, pop, rock, Latin, etc. and mostly play cover music.
2. Who's providing the backline for the bands? (Musicians gear?)
 - The City requests the technical riders as well as backline needs from the bands. We then take that information and request a separate quote for the backline rental as that does not fall under the stage, sound and lighting contract.
3. The technical raider for the bands?
 - The bands for the 2019 4th of July event have not been confirmed yet but attached you will find two of the technical riders received from last year's 2018 4th of July event. The Holiday Lights & Ice event only includes musical and dance performances from Doral schools and usually do not have technical requests other than microphones for the choirs.
4. What is the best specification for this budget?
 - See Section 3.1 of solicitation for the City's estimated budget.



City of Doral

Request for Proposal

Stage, Sound, and Lighting Services

RFP No. 2019-17

NOTICE: Pursuant to the City of Doral Procurement Ordinance, sealed bids for consideration to provide the services detailed in the scope of services listed below, shall be received by Albert Childress, Acting City Manager, City of Doral, 8401 NW 53rd Terrace, Doral, Florida 33166 until **11:00 am on April 26th, 2019**. The submittals shall be clearly marked **“RFP No. 2019-17 – Stage, Sound, and Lighting Services”**.

All submittals shall be publicly opened and recorded on ****April 26th, 2019 at 11:00 A.M.**** Late submittals shall not be accepted or considered.

Respondents are to deliver **One (1) original and three (3) copies** of the submittal statements of qualifications and experience and other pertinent information for consideration, as indicated in this Request for Proposals. In addition, respondents are to deliver **two (2) CDs containing a PDF copy of all materials submitted in the bid.**

The City of Doral reserves the right to accept any bid deemed to be in the best interest of the City or to waive any informality in any submittal. The City may reject any or all bids and re-advertise.

PROJECT OVERVIEW

The City of Doral is seeking proposals from qualified vendors to provide Stage, Sound, and Lighting. The contract will include providing Stage, Sound, and Lighting services at City events, including but not limited to, the annual Fourth of July event and December Holiday Lights & Ice event.

Functions include, but are not limited to, the coordination and preparation for the necessary Stage, Sound, and Lighting components of the events with the designee for the City of Doral Parks and Recreation Department; the installation and implementation of the aforementioned components and support measures in this area before/during/after events to achieve high-quality entertainment standards.

All inquiries must reference **RFP No. 2019-17 – Stage, Sound, and Lighting Services** in the subject line. **No phone calls will be accepted in reference to this RFP.** All questions or comments should be directed to the following email at procurement@cityofdoral.com.

Any communications regarding matters of clarification must be made in writing to the email address listed above. If it becomes necessary to provide additional clarifying data or information that revises any part of this RFP, supplements or revisions will be made available via written addendum.

Solicitations may be found via the City of Doral website (www.cityofdoral.com) under Procurement or via Onvia DemandStar, a central notification system which provides bid notification services to interested vendors. Onvia offers vendors the option to register for notification from a single agency at no cost. Access includes full functionality of the Onvia Demandstar platform -- you can view the agency's bids, quotes and download documents at no cost. To obtain the solicitation interested parties must follow the link and register to be able to download the document. Onvia DemandStar - <https://www.onvia.com/demandstar-subscription-options>.

The City's tentative schedule for this Invitation for Bid is as follows:

Mandatory Pre-Proposal Meeting:	April 9th, 2019 at 11:00 a.m.
Cut-off Date for Questions:	April 16th, 2019 at 5:00 p.m.
Opening of Bids:	April 26th, 2019 at 11:00 a.m.

The City reserves the right to delay or modify scheduled dates and will notify Bidders of all changes in scheduled dates.

SECTION 1

GENERAL CONDITIONS

1.1 DEFINITIONS

(i) We/Us/Our/City

These terms refer to the City of Doral, Florida, a Florida municipal corporation. They may also be used as pronouns for various subsets of the City organization as content will indicate.

Procurement Division

The Division responsible for handling procurement-related issues within the City.

Departments

The City Department(s) and offices for which this solicitation is prepared, which will be the end user of the goods and/or services sought, including, without limitation.

Authorized Representative

The user Department's contacts for interaction regarding contract administration.

(ii) You/Your

The term refers to the person(s) or entity(ies) submitting a proposal in response to this RFP, inclusive of corresponding subsidiaries, affiliates offices, employees, volunteers, representatives, agents or subcontractors. The term may apply differently to different classes of entities, as the context will indicate. For instance, "you" as a Proposer will have different obligations than "you" as a Successful Proposer will have upon awarding of this contract.

Proposer/Contractor/Submitter

Any person(s) and/or business entity(ies) submitting a response to this solicitation

Successful Proposer/ Contractor/Submitter

The Proposer whose statement of qualifications to this solicitation is deemed to be the most advantageous to the City. A Proposer will be approved for award by the City Council, and a contract will be executed for the provisions of the goods and/or services specified in this RFP and a Notice of Commencement will be issued.

(iii) Proposals/ Submittals

The written, sealed document submitted by the Proposer in response to this RFP. Any verbal interactions with the City apart from submittal of a formal written submittal shall not be considered a part of any submittal.

1.2 CLARIFICATION/ QUESTIONS

The City reserves the right to request clarification on information submitted by any Proposer after the deadline for receipt of

submittals. Questions from potential and/or actual respondents regarding this RFP shall be directed in writing by email, to the Procurement Contact email address specified on the title page. Answers, citing the question but not identifying the questioner, will be publicly noticed and distributed simultaneously to all known prospective Proposers.

(i) Written Addenda

If it becomes evident that this RFP must be amended, we will issue a formal written addendum to all registered prospective Proposers via email notification. Addendum will be uploaded to the City's Procurement webpage. If necessary, a new RFP opening date may be established by addendum.

1.3 COST OF PREPARATION

The City will not be responsible for any expenses incurred by Proposers for the preparation of a proposal related to this procurement, or for any negotiations related to potential award of the Contract.

1.4 EXAMINATION OF DOCUMENTS

The Proposer must thoroughly examine each section of this RFP. If there is any doubt or obscurity as to the meaning of any part of these conditions, the Proposer may request clarification by written request to the Procurement Division. Interpretations or clarification in response to such questions will be issued in the form of a written addendum, emailed to all parties recorded by the City's Procurement Division as having received the RFP documents. No person is authorized to give oral interpretations of, or make oral changes to the RFP. The issuance of a written addendum shall be the only official method whereby such an interpretation or clarification is made.

1.5 PUBLIC RECORDS

Upon award recommendation or thirty (30) days after the RFP opening, whichever is earlier, any material submitted in response to this RFP will become a "Public Record" and shall be subject to public disclosure pursuant to Chapter 119, Florida Statutes (Public Records Law). Proposers must claim the applicable statutory exemptions to protect submittals, stating the reasons why exclusion from public disclosure is necessary and legal. The City reserves the right to make any final determination on the applicability of the Public Records Law.

1.6 WITHDRAWAL OF PROPOSAL

A Proposer may, without prejudice, withdraw, modify, or correct the proposal after it has been deposited with the City, provided the request and any subsequent modifications and/or corrections are filed with the City in writing before the time for opening the submittals. No oral modifications will be considered.

1.7 RIGHT TO REJECT ANY AND/OR ALL PROPOSALS

The City reserves the right to reject any and/or all submittals or sections thereof, and/or waive any irregularities, informalities, and/or technical deficiencies. The City shall not be required to accept the minimum specifications stated herein or provided but reserves the right to accept any submittal that, in the judgment of the City, will best serve the needs and interests of the City. The offering of this RFP does not, itself, in any way constitute a contractual agreement between the City of Doral and any Proposer. However, the contents of the offered document, as well as the proposed documents may be used for details of the actual agreement between the Proposer and the City of Doral. Furthermore, the City reserves the right to award without further discussion.

1.8 GOVERNMENTAL RESTRICTIONS

In the event that any governmental restrictions are imposed which would necessitate alteration of the performance to the services offered in this proposal prior to delivery, it shall be the responsibility of the proposer to notify the City at once. The City reserves the right to accept the alteration or cancel the Contract at no expense to the City.

1.9 SUBMISSION OF PROPOSAL

(i) Incurred Expenses

The City is not responsible for any expenses which Proposers may incur for preparing and submitting statements of qualifications called for in this RFP.

(ii) Interviews

The City reserves the right to conduct personal interviews or require presentations prior to selection. The City will not be liable for any costs whatsoever incurred by the Proposer in connection with such interviews/presentations, including, but not limited to travel and accommodations.

(iii) Request for Modifications

The City reserves the right to request that the Proposers(s) modify a submittal to more fully meet the needs of the City.

(iv) Bid Acknowledgment

By submitting a proposal, the Proposer/Proposer certifies that he/she/it has fully read and understood the solicitation method and has full knowledge of the scope, nature, and quality of work to be performed.

(v) Acceptance/Rejection/Modification to Submittals

The City reserves the right to negotiate modifications to this RFP that it deems acceptable, reject any and all proposals for any reason whatsoever, and waive minor irregularities in any submittal.

(vi) Submittals Binding

All proposals submitted shall be binding for three hundred sixty-five (365) calendar days following opening.

(vii) Alternate Proposals/ Statement/ Proposals

Alternate proposals, statements, and/or statements of qualifications will not be considered or accepted by the City.

(viii) Economy of Preparation

Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposers' ability to fulfill the requirements of the proposal.

(ix) Proprietary Information

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all Proposers should be aware that RFP and the corresponding responses are in the public domain and subject to disclosure. However, the Proposers are required to identify with specificity any information contained in their statement of qualification which are considered confidential and/or proprietary and which are believed to be exempt from disclosure, citing the applicable exempting law.

All statements of qualifications received from Proposers in response to this RFP shall become the property of the City of Doral and shall not be returned to the Proposer. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

1.10 COMPLIANCE WITH ORDERS AND LAWS

Successful Proposers shall comply with all local, state, and federal directives, ordinances, rules, orders, and laws as applicable to this RFP and subsequent contracting including, but not limited to: **Executive Order 11246 (which prohibits discrimination against any employee, applicant, or client because of race, creed, color, national origin, sex, or age with regard to, but not limited to, employment practices, rate of pay or other compensation methods, and training.)**

Occupational, Safety and Health Act (OSHA)

The State of Florida Statutes Section 287.133(3)(A) on Public Entity Crimes

Environment Protection Agency (EPA)

Uniform Commercial Code (Florida Statutes, Chapter 672)

American with Disabilities Act of 1990, as amended

National Institute of Occupational Safety Hazards (NIOSH)

National Forest Products Association (NFPA)

State of Florida Department of Transportation- Rule 14-90, Florida Admin. Code

U.S. Department of Transportation

City of Doral, City Ordinance No. 2004-03

Cone of Silence, Miami-Dade County Code of Ordinances

The State of Florida Statutes Sections 218.73 and 218.74 on Prompt Payment

Proposer hereby recognizes and certifies that no elected official, board member, or employee of the City shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer, including, but not limited to, City Advisory Board members, of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City, may be a partner, officer, director or proprietor of Proposer or Proposer, and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Proposer recognizes that with respect to this transaction, if any Proposer violates or is a party to a violation of the ethics ordinances or rules of the City, the provisions of Miami- Dade County Code Section 2-11.1, as applicable to City, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from furnishing the goods or services for which the proposal is submitted and may be further disqualified from submitting any future proposals or statements for goods or services to City. Proposer must complete and execute the Business Entity Affidavit form. The term "Proposer," as used in this section specifically includes any person or entity making and submitting a statement to the City for the provision of goods and/or services to City.

Lack of knowledge by the Proposer will in no way be a cause for relief from responsibility. Non- compliance with all local, state, and federal directives, orders, and laws may be considered grounds for termination of contract(s).

1.11 CONE OF SILENCE

Notwithstanding any other provision in the specifications, the provisions of Section 2-11.1 Conflict of Interest and Code of Ethics Ordinance, as set forth in subsection (t) "Cone of Silence," of the Miami-Dade County Code are applicable to this transaction.

The Cone of Silence shall be imposed on this RFP upon its advertisement. The Cone of Silence prohibits the following activities:

- (1) Any communication regarding this RFP between a potential vendor, service provider, Respondent, lobbyist or consultant and the City's professional staff;

- (2) Any communication regarding this RFP between the Mayor, Council members and any member of the Mayor and Council's professional staff;

- (3) Any communication regarding this RFP between potential vendor, service provider, Respondent, lobbyist or consultant and any member of a selection committee;

- (4) Any communication regarding this RFP between the Mayor, Council members and any member of the selection committee therefore;

- (5) Any communication regarding this RFP between any member of the City's professional staff and any member of the selection committee; and

- (6) Any communication regarding this RFP between a potential vendor, service provider, Respondent, lobbyist or consultant and the Mayor or Council

Pursuant to Section 2-11.1(t)(1)(a)(ii), the Cone of Silence shall terminate at the time the Manager makes his/her written recommendation to the City Council. However, if the City Council refers the Manager's recommendation back to the Manager or staff for further review, the Cone of Silence shall be re-imposed until such time as the Manager makes a subsequent written recommendation.

The Cone of Silence shall not apply to:

- (1) oral communications at pre-proposal conferences;
- (2) oral presentations before selection of evaluation committees;
- (3) public presentations made to the City Council during any duly noticed public meeting;
- (4) written communications regarding a particular RFP, RFQ, or proposal between a potential vendor, service provider, Respondent, proposer, lobbyist or consultant and the City's Purchasing Agent or City employee designated responsible for administering the procurement process of such RFP, RFQ, or proposal, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document;
- (5) communications with the City Attorney and his or her staff;
- (6) duly noticed site visits to determine the competency of respondents/Respondents regarding a particular proposal/proposal during the time period between the opening of proposals and the time the City Manager makes his or her written recommendation;
- (7) any emergency procurement of goods or services pursuant to City Code;

- (8) responses to the City's request for clarification or additional information pursuant to section 1.10 of this RFP;
- (9) contract negotiations during any duly noticed public meeting;
- (10) communications to enable City staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, Respondent, proposer, lobbyist, or consultant and any member of the City's professional staff including, but not limited to, the City Manager and his or her staff are in writing or are made at a duly noticed public meeting.

Violation of the Cone of Silence by a particular proposer or Respondent shall render the RFP award or proposal award to said proposer or Respondent voidable by the City Council and/or City Manager. Please contact the City Attorney for any questions regarding Cone of Silence compliance.

1.12 Florida Government in the SUNSHINE LAW

As a Florida municipal corporation, the City is subject to the Florida Sunshine Act and Public Records Law. By submitting a Proposal, Proposer acknowledges that the materials submitted with the Proposal and the results of the City of Doral evaluations are open to public inspection upon proper request. Proposer should take special note of this as it relates to proprietary information that might be included in its Proposal.

1.13 CANCELLATION

In the event any of the provisions of this RFP are violated by the Awarded Proposer, the City Manager shall give written notice to the Awarded Proposer stating the deficiencies and, unless deficiencies are corrected within ten (10) days, recommendation will be made to the City Council for immediate cancellation. The City reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving thirty (30) days prior written notice to the other party. No consideration will be given for anticipated loss of revenue on the canceled portion of the Contract

1.14 ASSIGNMENT

The Awarded Proposer shall not assign, transfer, convey, sublet or otherwise dispose of this contract, including any or all of its right, title or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City of Doral.

1.15 PROPERTY

Property owned by the City of Doral is the responsibility of the City of Doral. Such property furnished for repair, modification, study, etc., shall remain the property of the City of Doral. Damages to such property occurring while in the possession of

the Awarded Proposer shall be the responsibility of the Awarded Proposer.

1.16 TERMINATION FOR DEFAULT

If the Awarded Proposer defaults in its performance under this Contract and does not cure the default within thirty (30) days after written notice of default, the City may terminate this Contract, in whole or in part, upon written notice without penalty to the City. In such event, the Awarded Proposer shall be liable for damages, including, but not limited to, the excess cost of procuring similar supplies or services: provided that if, (1) it is determined for any reason that the Awarded Proposer was not in default or (2) the Awarded Proposer's failure to perform is without his control, fault or negligence, the termination will be deemed to be a termination for the convenience of the City.

1.17 TERMINATION FOR CONVENIENCE

The City Manager may terminate the Contract that may result from this RFP, in whole or in part, upon thirty (30) days prior written notice when it is in the best interests of the City. If so terminated, the City shall be liable only for payment in accordance with the payment provisions of the Contract for those services rendered prior to termination.

1.18 ANTI-TRUST PROVISION

At such times, as may serve its best interest, the City reserves the right to advertise for, receive, and award additional contracts for these herein items, and to make use of other competitively proposal (government) contracts for the purchase of these goods and/ or services as may be available.

1.19 PUBLIC RECORDS, AUDIT RIGHTS AND RECORDS RETENTION

The Upon award recommendation or thirty (30) days after the opening of RFP responses, whichever is earlier, any material submitted in response to this Request for Qualifications will become a "Public Record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes (Public Record Law). Proposers must claim the applicable exemptions to disclosure provided by law in their response to the Request for Qualifications by identifying materials to be protected and must state the reasons why exclusions from public disclosure is necessary and legal. The City reserves the right to make any final determination on the applicability of the Public Records Law. The Awarded Proposer agrees to provide access to the City, or any of their duly authorized representatives, to any books, documents, papers, and records of the Awarded Proposer which are directly pertinent to the contract, for the purposes of audit, examination, excerpts, and transcriptions. The Awarded Proposer shall maintain and retain any and all of the aforementioned records after the expiration and/or termination of the agreement, as provided by Chapter 119, Florida Statutes.

1.20 CAPITAL EXPENDITURES

Awarded Proposer understands that any capital expenditures that the Awarded Proposer makes, or prepares to make, in order

to perform the services required by the City of Doral, is a business risk which the Awarded Proposer must assume. The City of Doral will not be obligated to reimburse amortized or unamortized capital expenditures, any other expenses, or to maintain the approved status of the Awarded Proposer. If Awarded Proposer has been unable to recoup its capital expenditures during the time it is rendering such services, it shall not have any claim upon the City of Doral.

1.21 GOVERNING LAW AND VENUE

The validity and effect of the Contract shall be governed by the laws of the State of Florida. The parties agree that any administrative or legal action, mediation, or arbitration arising out of this Contract shall take place in Miami-Dade County, Florida.

1.22 ATTORNEY FEES

In connection with any litigation, mediation, or arbitration arising out of this Contract, each party will pay its' attorney's fees.

1.23 NO PARTNERSHIP OR JOINT VENTURE

Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture between the City of Doral and Awarded Proposer/Proposer, or to create any other similar relationship between the parties.

1.24 TERMS AND CONDITIONS OF AGREEMENT

The Agreement to be entered into with the Awarded Proposer, in substantially the form attached hereto as Exhibit "A", shall include, but not be limited to, the following terms and conditions:

A. The Awarded Proposer agrees to indemnify, defend and hold harmless the City, its officers, elected officials, agents, volunteers and employees, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of action, including attorney's fees for trial and on appeal, and of any kind and nature arising or growing out of or in any way connected with the performance of

the Agreement whether by act or omission of the Awarded Proposer, its agents, servants, employees or others, or because of or due to the mere existence of the Agreement between the parties; unless said claim for liability is caused solely by the negligence of the City or its agents or employees.

The Awarded Proposer shall further indemnify, defend and hold harmless the City, its elected officials, its Officers, employees, agents and volunteers (collectively referred as "Indemnitees") against all loss, costs, penalties, fines, damages, claims, expenses, including attorney's fees, or liabilities ("collectively referred to as "liabilities") by reason of any injury to, or death of any person, or damage to, or destruction, or loss of any property arising out of, resulting from, or in connection with the performance, or non- performance of the services contemplated by this agreement which is, or is alleged to be directly, or indirectly caused, in whole, or in part by any act of omission, default, or negligence of the Awarded Proposer, its employees, agents, or sub-contractors.

B. The Awarded Proposer shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. Awarded Proposer shall, at its own expense, hold harmless and defend the City against any claim, suit or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the contract, constitute an infringement of any patent or copyright of the United States. The Awarded Proposer shall pay all damages and costs awarded against the City.

C. An understanding and agreement, by and between the Awarded Proposer and the City, that the completion time as specified in Awarded Proposer's submission will be met and that all work shall be executed regularly, diligently, and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified.

END OF SECTION 1

SECTION 2

SPECIAL CONDITIONS

2.1 PURPOSE

The City of Doral is seeking proposals from qualified vendors to provide Stage, Sound, and Lighting. The contract will include providing Stage, Sound, and Lighting services at City events, including but not limited to, the annual Fourth of July event and December Holiday Lights & Ice event.

Functions include, but are not limited to, the coordination and preparation for the necessary Stage, Sound, and Lighting components of the events with the designee for the City of Doral Parks and Recreation Department; the installation and implementation of the aforementioned components and support measures in this area before/during/after events to achieve high-quality entertainment standards.

2.2 QUALIFICATIONS / EXPERIENCE OF PROPOSERS

All firms that submit a proposal shall meet, but not be limited to, the following minimum qualifications:

2.2.1 The firm, or principals of the firm, shall be regularly engaged in the business of providing the services as described herein. The firm shall have a record of performance and operation within Florida for a five-year (5) period of time immediately preceding this Request for Proposal.

The firm shall have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the services if awarded a Contract under the terms and conditions herein stated. There shall not be any pending criminal charges against the firm, principal owners, partners, corporate officers, or management employees. The firm shall provide a history of any Criminal or Civil Litigation for a five-year (5) period of time immediately preceding this Request for Proposal. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established operation as determined by officials of the City of Doral.

2.2.2 Proposer must be fully licensed to perform the work described herein and shall comply with all applicable Federal/State Statutes and local codes and ordinances.

The proposer must show proof of having met these minimum requirements on the "Proposer Qualification Statement" in Section 5. THE CITY WILL NOT ACCEPT ANY SUBSTITUTION FOR THIS FORM.

2.3 LICENSING

Successful respondent must provide a copy of their occupational/business license and State registration at time of award. Florida state registration can be downloaded and printed via www.sunbiz.org. Respondents must have the proper license(s) and/or certification(s) to perform what is being requested in this project. Failure to possess the proper license(s) and/or certification(s) may result in disqualification of proposal submittal. Copies of the respondent's license(s) and/or certification(s) which are applicable to this project shall be submitted as part of their proposal submittal.

2.4 MANDATORY PRE-PROPOSAL CONFERENCE

A **Mandatory** Pre-Proposal Conference will be held on April 9th, 2019 at 11:00 a.m. at the City of Doral Government Center, First Floor Multipurpose Room, located at 8401 N.W. 53rd Terrace, Doral, FL 33166. During this conference all work will be discussed. The Procurement Division will respond to all questions submitted during the pre-bid conference by issuance of a written addendum to the RFP. **Attendance to the Pre-Bid conference is mandatory.**

*** There is a mandatory check-in process at the Government Center security front desk. Please allow yourself sufficient time for check-in, as doors will be locked, and pre-bid will begin promptly at 11:00 a.m. Representative must be present in meeting room at commencement of meeting to be counted as on-time. ***

Respondents are required to be familiar with any conditions that may, in any manner, affect the work to be done or affect the equipment, materials, or labor required. Respondents are also required to carefully examine the specifications and all equipment and all site locations and be thoroughly informed regarding any and all conditions that may, in any manner, affect the work to be performed under contract.

By submission of a Proposal, it will be construed that the Respondent is acquainted sufficiently with the site(s) and the work to be performed.

2.5 TERM OF CONTRACT

The City and the Awarded Respondent shall execute a contract ("Agreement") within thirty (30) days after Notification of Award based upon the requirements set forth in the RFP through action taken by the City Council at a fully authorized meeting. If the Respondent awarded the Contract fails to enter into a contract as herein provided, the award may be declared null and void, and the Contract may be awarded to the next most responsible and responsive Respondent, or re-advertised, as determined by the City.

The initial contract resultant from this solicitation shall prevail for a three (3) year period from the contract's effective date. Prior to, or upon completion of that initial term, the City shall have the option to renew the contract for two (2) additional one (1) year periods for a total of five (5) years. The awarded Respondent(s) shall maintain, for the entirety of the stated additional period(s), the same terms and conditions included within the originally awarded contract.

Continuation of the contract beyond the initial period, and any option subsequently exercised, is a City prerogative, and not right of the awarded Respondent(s).

2.6 PRICING

If the Respondent is awarded a contract under this RFP solicitation, the prices quoted by the Respondent shall remain fixed and firm. However, the Respondent may offer incentives and discounts from this fixed price to the City at any time during the contractual term.

The City reserves the right to negotiate lower pricing for the additional term(s) based on market research information or other factors that influence price. The City reserves the right to apply any reduction in pricing for the additional term(s) based on the downward movement of the applicable index.

2.7 PROPOSAL FORMAT AND SIGNATURES

To receive consideration, the Proposal must be submitted on the Proposal forms as provided by the City. This Request for Proposal must be resubmitted in its entirety, with all forms executed, each section signed as read and understood, and the response forms completely filled out. Proposals must be typed or printed in black or blue ink only. Use of erasable ink is not permitted. All corrections must be initialed. Any information to be submitted as part of the bid may be attached behind the Bid Response form. Copies may be obtained from the City Clerk, 8401 NW 53 Terrace, Doral, FL 33166. Proposals by corporations must be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown below the signature.

Proposals by partnerships must be executed in the Partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

2.8 METHOD OF AWARD

The City anticipates entering into contracts with the firm deemed responsive and responsible and determined by the City to be most advantageous.

The Proposer understands that this RFP does not constitute an offer or a contract with the CITY. A contract shall not be deemed to exist and is not binding until proposals are reviewed and accepted by appointed staff, the best proposal has been identified, negotiations with the Proposer have been authorized by the appropriate level of authority within the City, an agreement has been executed by parties and approved by the appropriate level of authority within the City.

In the event the parties are unable to negotiate terms acceptable to the City, the City may determine to accept the offer of the second most responsive and responsible Proposer determined by the selection committee, or it may re-solicit proposals.

The City reserves the right to reject all statements of qualifications and/or proposals, to waive non-material, technical variances or infirmities in the proposal, to abandon the project or to solicit and re-advertise for other proposals. The City may in its discretion waive any informalities and irregularities contained in a proposal or in the manner of its submittal and award a contract thereafter. Contracts will be awarded in accordance with Florida Statutes 287.055 (CCNA Act).

The City's selection committee will evaluate proposals and will select the Proposer which meets the best interests of the City. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The City's decisions will be final.

The purpose of the Evaluation Process is to evaluate the Proposals submitted in response to this Request for Proposals and to establish the most advantageous firm/individual, further identified as the #1 or highest ranked firm/individual. Each Proposal will be evaluated by each Selection Committee member using the procedures outlined herein.

PHASE I - An Evaluation Committee, appointed by the City Manager or designee, will meet to evaluate all responsive submittals received in accordance with the requirements set forth in the solicitation. The City may request additional information of a clarifying nature if deemed necessary for this evaluation. Additional information may be requested via written submissions or oral presentations to the Evaluation Committee.

Based on the number of RFP submissions received, the Selection Committee may elect that all Proposers participate in the Phase II evaluation process and not utilize the Phase I evaluation scores. The City may also decide that the Phase II portion of the process is not necessary and recommend for award based upon Phase I only.

PHASE II — The City may conduct interview presentations and re-evaluate and score "shortlisted" firms/individuals to establish a ranking of the "shortlisted" firms/individuals.

PHASE II — EVALUATION

All finalists are in equal standing at the beginning of Phase II Evaluation. For further clarification, the City may require each finalist to provide discussions, interviews, phone conferences, oral presentations, and clarification of the Proposal submitted. This information will allow each firm/individual an opportunity to provide the Selection Committee additional insight regarding their proposal and that of the qualifications of the firm/individual. Each Selection Committee member shall evaluate and award points in accordance with the Scoring Criteria specified for each of the Categories. The points awarded for each Category will be totaled, ranked and tabulated as described in Section 5.1 to determine the top ranked firm/individual.

EVALUATION CRITERIA – PHASE I AND PHASE II

CRITERIA	POINTS
Pricing for Services	40
Understanding and Responsiveness to Scope of Services	25
Qualifications, experience and past firm performance related to providing the type of services requested in this solicitation.	25
Affiliation References	10
Total Points Possible	100

2.9 DUE DATE

All Bids are due no later than **Friday, April 26th, 2019 at 11:00 AM, EST** or any time prior thereto at the City Clerk’s Office, City Hall, 8401 NW 53 Terrace, Doral, FL 33166. All proposals received will be publicly opened on the date and the time specified. All proposals received after that time shall be returned unopened.

Original Submittal and three (3) copies must be presented in three ring binders. CD copies of entire submittal must be located in the front pocket of the binder containing the original submittal. CD copies must be properly labeled with the Proposer’s name and **“RFP No. 2019-17 – Stage, Sound, and Lighting Services”**.

Original submittal (1) and three (3) copies must be submitted in a sealed envelope or box/container clearly marked with the RFP title. EMAILED OR FAXED bids **will not** be accepted. **The Solicitation Response Form shall be attached to the exterior of the packet.**

Proposals received after the closing time and date, for any reason whatsoever, will not be considered. Any disputes regarding timely receipt of proposals shall be decided in the favor of the City of Doral. Proposer shall assume full responsibility for timely delivery at the location designated for receipt of Proposal. The City of Doral cannot be responsible for proposals received after opening time and encourages early submittal. Proposals received by the City after the time specified for receipt will not be considered.

All information required by the Request for Proposal must be supplied to constitute a regular submittal.

SOLICITATION RESPONSE FORM SHALL BE ATTACHED TO THE OUTSIDE OF THE SEALED SUBMITTAL.

2.10 INSURANCE REQUIREMENTS

Successful Proposer shall maintain, at their sole expense and during the term of this agreement insurance requirements in accordance to Exhibit A.

Please Note: The Certificate shall contain a provision that coverage afforded under the policy will not be cancelled, or materially changed until at least thirty (30) days prior written notice has been given to the City. Certificates of insurance, reflecting evidence of the required insurance; shall be provided to the City, or in accordance to policy provisions. In the event the Certificate of Insurance provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the vendor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Agreement or extension hereunder is in effect.

The City reserves the right to require additional insurance in order to meet the full value of the scope of services.

At award time, the successful bidder must furnish a Certificate of Insurance and Declaration of Coverage Page showing the City of Doral as additional named insured on each of the policies referenced above.

2.11 EXCEPTIONS TO SPECIFICATIONS

Exceptions to the specifications shall be listed on the Proposal Form and shall reference the section. Any exceptions to these Sections may be cause the proposal to be considered non-responsive.

2.12 COMPLETE PROJECT REQUIRED

The Work to be performed under any Contract resulting from this Request for proposal shall consist of furnishing all tools, equipment, materials, supplies, and manufactured articles and for furnishing all transportation and services, including fuel, power, water, and essential communications, and for the performance of all labor, work, or other operations required for the fulfillment of the Contract in strict accordance with the Contract Documents. The Work shall be complete, and all work, materials and services not expressly shown or as called for in the Contract Documents which may be necessary for the complete and proper completion of the Work in good faith shall be performed, furnished, and installed by the Awarded Respondent as though originally so specified or shown, at no increase in cost to the City.

2.13 INQUIRIES

Any questions regarding this Bid shall be directed in writing to the Procurement Division via email at procurement@cityofdoral.com. All inquiries must have in the subject line the following: **RFP No. 2019-17 – Stage, Sound, and Lighting Services**. If your request is seeking a public record, such as a bidder list or award list, it must be submitted to the City Clerk and not to the e-mail stated above.

Proposers requiring clarification or interpretation of the RFP must submit them via email on or **before 12:00 pm noon April 16th, 2019**. The person or firm submitting the request shall be responsible for its timely delivery. Written responses will be compiled and shall be issued only in addendum format and distributed to all potential Proposers. In addition, inquiries and responses may also be posted on the City of Doral website.

2.14 ATTACHED FORMS

2.14.1 Non-Collusion Affidavit

Each Respondent shall complete the Non-Collusion Affidavit and shall submit the executed form with the Bid submittal. City considers the failure of the Respondent to submit this document to be a major irregularity and shall be cause of rejection of submissions.

By offering a submission pursuant to this Request for Proposal, the Party certifies the Bidder has not divulged, discussed or compared his response with other Parties and has not colluded with any other respondents or parties to this Statement of Qualifications whatsoever. Also, the Bidder certifies, and in the case of a joint response, each Respondent thereto certifies, as to his own organization, that in connection with this Statement of Qualifications.

No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a Statement of Qualifications for the purpose of restricting competition.

The only person or persons interested in this Statement of Qualifications, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Statement of Qualifications or in the contract to be entered into.

No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by the Respondent for the purpose of doing business.

2.14.2 Americans with Disabilities

As part of any Statement of Qualifications, each vendor must submit an executed American with Disabilities Act Non-Discrimination Statement, in accordance with attesting to compliance with 42 U.S.C. Section 12101 et, seq.

2.14.3 Compliance with Equal Employment Opportunity

The Respondent shall comply with Title VII of the Civil Rights Act of 1964 42 U.S.C. Section 2000e et seq., Section 504 of the Rehabilitation Act of 1973 29 U.S.C Section 701 et seq., and Title I of the Americans with Disabilities Act, 42 U.S.C Section 12101 as of 1990 in that: No person in the United States shall on the grounds of race, creed, color, national origin, sex, age, political affiliation, beliefs or disability be subject to discrimination under any program or activity which the Respondent has agreed to undertake by and through the covenants, and provisions set forth in this Contract.

2.14.4 Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Statement of Qualifications to provide any goods or services to a public entity, may not submit a Statement of Qualifications with a public entity for the construction or repair of a public building or public work, may not submit Statement of Qualifications on lease 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 F.S. 287.017 for CATEGORY TWO for a period of Thirty-Six (36) months from the date of being place on the convicted vendors list.

2.14.5 Tie Bids Form

Whenever two or more bids are equal with respect to price, quality, and service are received by the City or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids /proposals will be followed if none of the tied vendors have a drug free workplace program.

The above referenced forms are included in 'Forms / Deliverable' at Section 5 of this solicitation. Please ensure that you read these forms, and all others contained within Section 5 thoroughly, and return them signed and notarized where required. Bids received with incomplete forms may be deemed unresponsive.

END OF SECTION 2

SECTION 3

SCOPE OF SERVICES

3.1 PURPOSE

The City of Doral is seeking proposals from qualified vendors to provide Stage, Sound and Lighting. The contract will include providing Stage, Sound and Lighting services at City events, including but not limited to, the annual Independence Day Celebration (July 4th) and Holiday Lights & Ice event. The allocated expenditure for the total service, to include materials, personnel and applicable permits shall not exceed a total cost of **\$35,000** for the city's Independence Day Celebration (July 4th) event and **\$8,000** for the Holiday Lights & Ice event. No other charges above the not to exceed amount will be paid by the city.

Independence Day Celebration (July 4th) event hours:

6:00pm – 10:00pm (Set up must be completed by 1pm for inspection)

Holiday Lights & Ice event hours:

6:00pm to 10:00pm (Set up must be completed by 1pm for inspection)

Functions include, but are not limited to, the coordination and preparation for the necessary Stage, Sound and Lighting components of the events with the designee of the City of Doral Parks and Recreation Department; the installation and implementation of the aforementioned components; support measures in this area before, during and after City events to achieve high-quality entertainment standards.

The City of Doral is seeking to select a vendor (or vendors) to provide the broadest possible range of quality services and products at reasonable prices. Prices must be valid for the term of the contract for the City events specified in this document and, if applicable, other City events on an as-needed basis. The City has prepared an overview of what must be included for its current annual events.

3.2 SCOPE OF WORK

Awarded Respondent will be responsible for the following:

- 3.2.1 Providing an itemized list of all of the items proposed, which shall include specifications and pictures. Respondent will refer to "Exhibit B" for requirements and specifications.

- 3.2.2 Providing all necessary permitting documents (applications, specifications, drawings, special inspection forms, etc.) required by both the City of Doral Building Department and Miami Dade County including any required changes to the

documents.

- i. Provider is responsible for all costs related to obtaining the permitting documents.
- ii. The City will be responsible for the cost of the permit applications and plan reviews.

3.2.3 Passing all necessary inspections prior to events(s).

3.2.4 All necessary power to run sound and lighting systems, a backup plan to compensate for any power failures, as well as any temporary management office(s). The City will not provide any power sources.

3.2.5 Ample stage lighting to accommodate regional to national act.

3.2.6 Sound and lighting incorporated into the fireworks show choreographed to the music, fireworks, and video elements.

3.2.7 Pre-event and on-site management personnel to coordinate between City, entertainment, DJ/Announcer, fireworks and all production team.

3.2.8 A dedicated setup and strike staff with a dedicated sound and lighting technician(s).

- i. Set up must begin at least two (2) days prior to the events.
- ii. Breakdown must begin after event concludes and all equipment must be removed that same day, unless otherwise specified by the City.

3.2.9 Supply all tools and equipment of every kind, ample in quantity and capacity, in good working order and suitable in character to carry on the work/services required.

3.2.10 Completed Respondent Worksheet as provided in "Exhibit B" showing pricing for each event. Only those respondents who provide pricing for all three (3) categories (Stage, Sound, and Lighting) for all events listed in "Exhibit B" will be considered.

3.2.11 In the event of a natural disaster or other emergency that could possibly hinder your delivery of services specifies your action plan for providing services.

3.3 CITY RESPONSIBILITY

3.3.1 Provide Site Plans, Floor Plans, Etc.

3.3.2 Provide access to park areas during before, during and after events.

3.3.3 Provide event dates with a minimum of three (3) months in advance.

3.4 PROJECT SCHEDULE

The City anticipates all work associated with this project including all deliverables to be completed a minimum of five (5) hours prior to the event start times as listed below.

Independence Day Celebration (July 4th) event hours:

6:00pm – 10:00pm (Set up must be completed by 1pm for inspection)

Holiday Lights & Ice event hours:

6:00pm to 10:00pm (Set up must be completed by 1pm for inspection)

3.5 PERFORMANCE EVALUATION

If the awarded proposer(s) performance fails to meet the standards specified within the RFP and receives an unacceptable rating, the City may without cause and without prejudice to any other right or remedy, terminate the contract whenever the City determines that such termination is in the best interest of the City. Awarded proposer's receiving an unacceptable rating will be notified by certified mail. Contract termination shall be served by written notice by the City Manager.

3.6 CONTRACT CHANGES

The City reserves the right to delete, add or revise items and services under this RFP at any time during the contract period when and where deemed necessary. Deletions may be made at the sole discretion of the City at any time. Items added or revised must be mutually agreed upon in writing by awarded proposer and the City Manager his/her designee.

3.7 SUB-CONTRACTING

Neither party to the Contract shall assign the Contract or subcontract it as a whole or in part thereof without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him hereunder, without the previous written consent of the contracting City Manager.

3.8 COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY (OSHA) STANDARDS

Proposer certifies that all materials, equipment, etc., contained in this proposal meets all O.S.H.A. requirements. Proposer further certifies, that, if he/she is the successful proposer, and the materials, equipment, etc., delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on the date of use, all costs necessary to bring the materials equipment, etc., into compliance with the aforementioned requirements shall be borne by the proposer.

The Contractor shall comply with all applicable Federal, State and Local laws regarding "Occupational Environmental Safety and Health". This shall include but not be limited to compliance with the U.S. Department of Labor-Occupational Safety and health and the Florida State Department of Labor Divisions of Safety Standards and regulations. Upon request the contractor shall provide the City with a copy of their written safety program pertaining to the subject of the bid/contract, if such a program is required by law.

The successful proposer shall be solely and completely responsible for conditions of the job site, including safety of all persons, (including employees) and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to the U.S. Department of Labor (OSHA), Florida Department of Labor, and all other applicable federal, state, county, and local laws, ordinances, codes, and regulations. Where any of these are in conflict, the more stringent requirement shall be followed. The successful proposer's failure to thoroughly familiarize himself/herself with the aforementioned provisions shall not relieve him/her from compliance with the obligations and penalties set forth therein.

The City reserves the right to make safety inspections at any time the successful proposer is within the City limits to ensure safety rules are not being violated.

3.9 REFERENCES

As part of the RFP evaluation process, the City may conduct an investigation of references including a record check of consumer affairs complaints. Proposer's submission of a RFP constitutes acknowledgment of the process and consent to investigate. City is the sole judge in determining Proposer's qualifications.

3.10 BACKGROUND INFORMATION

The City reserves the right, before awarding the Contract to require a Proposer to submit such evidence of his/her qualifications as it may deem necessary and may consider any evidence available to it as to the financial, technical and other qualifications and abilities of a Proposer, including past performance (experience) with the City.

3.11 METHOD OF ORDERING

Services shall be ordered via individual purchase order. Invoices must be submitted against each individual purchase order.

3.12 F.O.B. POINT

Services provided under this contract shall be F.O.B. destination. All costs for transporting equipment, material and/or labor shall be borne by the awarded proposer.

3.13 PAYMENT

The City of Doral will pay 100% of the contract price after all services have been provided and accepted. After services have been performed, the user department will evaluate services provided in accordance with the specifications. Failure in the awarded proposer's responsibility as outlined may result in either one or any of the following as determined by the City:

- Payment withholding of partial or entire amount
- Compensation as deemed acceptable by the City due to non-performance.

3.14 PROTECTION OF PROPERTY

The awarded proposer shall at all times guard against damage or loss to the property of the City of Doral or that of other awarded proposers or contractors and shall be held responsible for replacing or repairing any such loss or damage. The City of Doral may withhold payment or make such deductions, as deemed necessary, to ensure reimbursement or replacement for loss or damage to property through negligence of the awarded proposer or his/her agents.

3.15 SAFETY REGULATIONS

Equipment must meet all State and Federal safety regulations for grounding of electrical equipment.

3.16 PROPOSAL FORMAT

Proposers should prepare their proposals using the following format. Proposers are encouraged to label/tab their submittal using the bolded headings given below. In preparing proposals, proposers should assume that the city has no previous knowledge of their products, services or capabilities. Emphasis should be placed on clear, complete presentation of factual information. All sections of the proposal should be prepared and submitted in a straightforward, economical manner. Expensive binding, elaborate artwork, or other embellishments that improve a proposal's appearance without effecting its content are discouraged.

Additionally, Proposers may not make reference to information in previous proposals or bids submitted to the City.

➤ **TAB 1: Letter of Transmittal** - This letter will summarize in a brief and concise manner the following:

- Proposer's understanding of the scope of work and make a positive commitment to timely perform the work.
- The letter must name all persons or entities interested in the proposal as principals.
- The letter must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.
- Identify all the persons authorized to make representations for the proposer, including the titles, addresses, and telephone numbers of such persons.
- An authorized agent of the proposer must sign the Letter of Transmittal must be signed by an authorized agent of the firm and indicate the agent's title or authority.

The firm identified on the Letter of Transmittal will be considered the primary firm. If more than one firm is named on the Letter of Transmittal, a legal document showing the partnership, joint venture, corporation, etc. shall be submitted showing the legality of such. Submittal for Joint Venture to include executed Joint Venture agreement and if state law requires that the Joint Venture be registered, filed, funded, or licensed prior to submission of the proposal, then same shall be completed prior to submittal. Proposers shall make their own independent evaluation of the requirements of the state law. The City will not consider submittals that identify a joint partnership to be formed. The primary firm identified herein will be responsible for final negotiations and receipt of payments from the City of Doral. The letter should not exceed two pages in length.

➤ **TAB 2: Addendums** - Statement acknowledging receipt of each addendum issued by the City.

➤ **TAB 3: Qualifications and Experience of the Firm** - Qualifications and experience of the firm(s)/individual(s) who will provide the services. The submission should include:

1. Details on the qualifications of the firm and staff, including documentation of the firm and staff's experience in performing Stage, Sound and Lighting services.
2. Provide a minimum of three (3) references that your firm has provided Stage, Sound and Lighting services to where references are of similar size to the City of Doral, satisfactorily completed with location, dates of contracts, names, addresses and phone numbers of owners.
3. Any awards, commendations or certificates received by staff or the firm.

➤ **TAB 4: Scope of Work** - This section of the proposal should explain the Scope of Work as understood by the proposer and detail the approach, activities and work products. The proposal should also include:

- a rationale for the approach taken
- the methods and materials that will be used, accompanied with product literature
- type of equipment used

- number of employees/staff with their titles
 - performance schedule as offered by Proposer, coinciding with time frames (include man-hour breakdown by task) designated in proposal.
 - a list of any assistance the City may be requested to provide the proposer
 - training methods utilized
 - safety precautions and methods utilized
 - project timeline (start and end date)
- **TAB 5: Price Proposal**– Proposers must complete “Exhibit B”, Respondent Pricing Worksheet. In addition, proposer must also submit an itemized list including but not limited equipment and material pricing and labor/man-hour breakdown by event. Proposer agrees and understands that the City reserves the right to add, delete or make any adjustments to items proposed on the price proposal sheets.
- **TAB 6: Availability** - Indicate current and anticipated workloads and availability for other activities. Identify the extent and nature of any anticipated outside support (subcontracting) that will be necessary to complete the services herein. Identify each support awarded proposer by their trade. The City reserves the right to reject any proposed firms used as outside support.
- **TAB 7: Other**
1. Provide evidence of current levels of insurance in areas identified in Proposal.
 2. Provide a summary of any litigation filed against the proposer in the past three years that is related to the services that proposer provides in the regular course of business. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amount involved.
 3. Certifications: If proposer is a corporation, provide certification from the Florida Secretary of State verifying proposer's corporate status and good standing, and in the case of out-of-state corporations, evidence of authority to do business in the State of Florida.
 4. Submit copy of your firm’s occupational license where business is located.
 5. Submission and completion of City provided forms for acknowledgment of partnership, individual or corporation. Also, provide evidence that Proposer’s firm name is registered with their State of origin.
- **TAB 8: Additional Data** - Any additional information which the proposer considers pertinent for consideration should be included in a separate section of the proposal. The City solicits a statement about why the proposer feels its approach or services would be the most advantageous to the City.

SECTION 4 – BID SUBMITTAL FORM: RFP No. 2019-17

(Adjust and simplify as required by commodity being purchased)

THIS PROPOSAL IS SUBMITTED TO:

City of Doral
8401 NW 53rd Terrace
Doral, Florida 33166

1. The undersigned Bidder proposes and agrees, if this Proposal is accepted, to enter into an agreement with The City of Doral to perform and furnish all goods and/or services as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this RFP and in accordance with the other terms and conditions of the Contract Documents.
2. Proposer accepts all of the terms and conditions of the Advertisement or Request for Proposal and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Proposal will remain subject to acceptance for 90 days after the day of Proposal opening. Proposer agrees to sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within ten days after the date of City’s Notice of Award. (If applicable)
3. In submitting this Proposal, Proposer represents, as more fully set forth in the Agreement, that:
 - (a) Proposer has examined copies of all the Proposal Documents and of the following Addenda (receipt of all which is hereby acknowledged.)

Addendum No. _____ Dated: _____
Addendum No. _____ Dated: _____
Addendum No. _____ Dated: _____
Addendum No. _____ Dated: _____
 - (b) Proposer has familiarized themselves with the nature and extent of the Contract Documents, required goods and/or services, site, locality, and all local conditions and Law and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
 - (c) Proposer has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions.
 - (d) Proposer has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance, or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Bidder for such purposes.

- (e) Proposer has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
- (f) Proposer has given the City written notice of all conflicts, errors, discrepancies that it has discovered in the Contract Documents and the written resolution thereof by the City is acceptable to Proposer.
- (g) This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; Proposer has not solicited or induced any person, firm or corporation to refrain from submitting; and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over the City.

4. Proposer understands that the quantities provided are only provided for proposal evaluation only. The actual quantities may be higher or lower than those in the proposal form.
5. Proposer understands and agrees that the Contract Price is Unit Rate Contract to furnish and deliver all of the Work complete in place as such the Proposer shall furnish all labor, materials, equipment, tools superintendence, and services necessary to provide a complete Project.
6. Proposer agrees that the work will be completed as scheduled from the date stipulated in the Notice to Proceed.
7. Communications concerning this Proposal shall be addressed to:

Bidder: _____

Address: _____

Telephone _____

Facsimile Number _____

Attention: _____

8. The terms used in this Proposal which are defined in the General Conditions of the Contract included as part of the Contract documents have the meanings assigned to them in the General Conditions.

STATEMENT

I understand that a "person" as defined in Para. 287.133(1)(e), 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 "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

SUBMITTED THIS DAY _____, 20____.

Person Authorized to sign Proposal: _____ (Signature)
_____ (Print Name)
_____ (Title)

Company Name: _____

Company Address: _____

Phone: _____

Fax: _____

Email: _____

SECTION 5 – FORMS / DELIVERABLES

THE FOLLOWING MATERIALS ARE CONSIDERED ESSENTIAL AND NON-WAIVABLE FOR ANY RESPONSE TO AN INVITATION TO BID.

BIDDERS SHALL SUBMIT THE SUBSEQUENT FORMS IN THE EXACT SEQUENCE PROVIDED, INCLUDING INSERTION OF DOCUMENTS WHERE SPECIFIED.

LIST OF ATTACHED FORMS:

- Solicitation Response Form
- Bidder Information Worksheet
- Bidder Qualification Statement
- Business Entity Affidavit
- Non-Collusion Affidavit
- No Contingency Affidavit
- Americans with Disabilities Act (ADA) (Disability Non-Discrimination Statement)
- Public Entity Crimes (Sworn Statement)
- Drug Free Workplace Program
- Copeland Act Anti-Kickback Affidavit
- Equal Opportunity Certification
- Cone of Silence Certification
- Tie Bids Certification
- Respondents Certification
- Certificate of Authority
- Acknowledgement of Conformance with OSHA Standards

Solicitation Response Form

BIDDERS MUST ATTACH THIS FORM TO THE EXTERIOR OF THE SEALED PACKET.

Name: RFP No. 2019-17
Title: Stage, Sound and Lighting Services
Due Date: April 26th, 2019 at 11:00 am
Delivery Location: City of Doral
City Clerk's Office
8401 NW 53rd Terrace
Doral, FL 33166

Submitted by: _____
(name of company and address) _____

PLEASE DO NOT TAPE BELOW THIS LINE

For Office Use Only:

Date and Time Received:
Received by: _____

BIDDER INFORMATION WORKSHEET
RFP No. 2019-17

COMPANY/AGENCY/FIRM NAME: _____

ADDRESS: _____

BUSINESS EMAIL ADDRESS: _____ **PHONE No.:** _____

CONTACT PERSON & TITLE: _____

CONTACT EMAIL ADDRESS: _____ **PHONE No.:** _____

BUSINESS HOURS: _____

BUSINESS LEGAL STATUS: (circle one) CORPORATION / PARTNERSHIP / JOINT VENTURE / LLC

BUSINESS IS A: (circle one) PARENT / SUBSIDIARY / OTHER _____

DATE BUSINESS WAS ORGANIZED/INCORPORATED: _____

ADDRESS OF OFFICE WHERE WORK IS TO BE DONE FOR THIS PROJECT

(if different from address provided above):

INDIVIDUALS(S) AUTHORIZED TO MAKE REPRESENTATIONS FOR THE BIDDER:

(First, Last Name) (Title) (Contact Phone Number)

(First, Last Name) (Title) (Contact Phone Number)

(First, Last Name) (Title) (Contact Phone Number)

CONTACT'S SIGNATURE: _____ **DATE:** _____

BIDDER QUALIFICATION STATEMENT

RFP No. 2019-17

The Bidder's response to this questionnaire will be utilized as part of the City's overall Bid Evaluation to ensure that the Bidder meets, to the satisfaction of the City of Doral, the minimum requirements for participating in this solicitation.

The following minimum experience is required for this project: As specified in Section 2.2

ON THE FORM BELOW, BIDDER MUST PROVIDE DETAILS FULFILLING ABOVE MINIMUM EXPERIENCE REQUIREMENTS. IT IS MANDATORY THAT BIDDERS USE THIS FORM IN ORDER TO INDICATE THAT THE MINIMUM EXPERIENCE REQUIREMENT IS MET. NO EXCEPTIONS WILL BE MADE.

1. Project Name/Location _____
Owner Name _____
Contact Person _____
Contact Telephone No. _____
Email Address: _____
Yearly Budget/Cost _____
Dates of Contract From: _____ To: _____

2. Project Name/Location _____
Owner Name _____
Contact Person _____
Contact Telephone No. _____
Email Address: _____
Yearly Budget/Cost _____
Dates of Contract From: _____ To: _____

3. Project Name/Location _____

Owner Name _____

Contact Person _____

Contact Telephone No. _____

Email Address: _____

Yearly Budget/Cost _____

Dates of Contract From: _____ To: _____

END OF SECTION

**BUSINESS ENTITY AFFIDAVIT
(VENDOR / BIDDER DISCLOSURE)**

RFP No. 2019-17

I, _____, being first duly sworn state:

The full legal name and business address of the person(s) or entity contracting or transacting business with the City of Doral ("City") are (Post Office addresses are not acceptable), as follows:

FEDERAL EMPLOYER IDENTIFICATION NUMBER (IF NONE, SOCIAL SECURITY NUMBER)

Name of Entity, Individual, Partners, or Corporation

Doing business as, if same as above, leave blank

STREET ADDRESS SUITE CITY STATE ZIP CODE

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

<u>Full Legal Name</u>	<u>Address</u>	<u>Ownership</u>
_____	_____	%
_____	_____	%
_____	_____	%

2. The full legal names and business address of any other individual (other than subcontractors, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the City are (Post Office addresses are not acceptable), as follows:

Signature of Affiant

Date

Printed Name of Affiant

Sworn to and subscribed before me this ____ day of _____, 20____.

Personally known _____

OR

Produced identification _____

Notary Public-State of _____

Type of Identification

My commission expires: _____

Printed, typed, or stamped commissioned name of Notary Public

Notary Public
State of Florida at Large

My Commission Expires:
My Commission Number:

**AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT**

RFP No. 2019-17

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the City Of Doral, Florida

by: _____
(print individual's name and title)

for: _____
(print name of entity submitting sworn statement)

whose business address is: _____

and (if applicable) its Federal Employer Number (FEIN) is:

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____ - _____ - _____.)

I, being duly first sworn state:

That the above-named firm, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 12101-12213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:

The Rehabilitation Act of 1973, 29 USC Section 794;
The Federal Transit Act, as amended 49 USC Section 1612;
The Fair Housing Act as amended 42 USC Section 3601-3631.

SIGNATURE

Sworn to and subscribed before me this ____ day of _____, 20____.

Personally known _____

OR

Produced Identification _____

Notary Public- State of _____

My commission expires: _____

Printed, typed, or stamped commissioned name of Notary Public

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

RFP No. 2019-17

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
by _____
for _____ whose business
address _____ is _____
_____ and (if applicable) its
Federal Employer Identification number (FEIN) is _____ (IF the entity had no FEIN, include the
Social Security Number of the individual signing this sworn statement: _____.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or 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 of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Para. 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Para. 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or

2. Any entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executors, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prime facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Para. 287.133(1)(e), 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 "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY, CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

By: _____

(Printed Name) _____

(Title) _____

Sworn to and subscribed before me this _____ day of _____, 20_____

Personally known _____ Or Produced Identification

Notary Public - State of _____ My Commission

Expires _____

(Type of Identification) (Printed, typed, or stamped commission name of notary public)

DRUG-FREE WORKPLACE PROGRAM

RFP No. 2019-17

The undersigned firm in accordance with Florida statute 287.087 hereby certifies that

_____ does:

(Name of Firm)

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 prohibition.
2. Inform Employees about the dangers of drug abuse in the workplace, the business' policy of maintaining 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 employees that, as a conditions 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 such 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 good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Name and Title

Date

Signature

Firm

Street address

City, State, Zip

**COPELAND ACT ANTI-KICKBACK AFFIDAVIT
RFP No. 2019-17**

STATE OF

}

}SS:

COUNTY OF

}

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Doral, its elected officials, and _____ or its design consultants, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____

Title: _____

Sworn and subscribed before this

_____ day of _____, 20_____

Notary Public

(Printed Name)

My commission expires: _____

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION
RFP No. 2019-17

I, _____, _____
(Individual's Name) (Title)

of the _____, do hereby certify that
(Name of Company)

I have read and understand the Compliance with Equal Employment Opportunity requirements set forth under sub-section 5.1.3 of this document.

Attachment of this executed form, as such, is required to complete a valid bid.

Individual's Signature

Date

CONE OF SILENCE CERTIFICATION
RFP No. 2019-17

I, _____, _____
(Individual's Name) (Title)

of the _____, do hereby certify that
(Name of Company)

I have read and understand the terms set forth under section 1.11 of this document titled 'Cone of Silence'.

Attachment of this executed form, as such, is required to complete a valid bid.

Individual's Signature

Date

TIE BIDS CERTIFICATION
RFP No. 2019-17

I, _____, _____
(Individual's Name) (Title)

of the _____, do hereby certify that
(Name of Company)

I have read and understand the requirements/procedures for Tie Bids set forth under sub-section 5.1.5 of this document.

Attachment of this executed form, as such, is required to complete a valid bid.

Individual's Signature

Date

RESPONDENT'S CERTIFICATION
RFP No. 2019-17

I have carefully examined the Invitation to Bid, Instructions to Respondents, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Invitation to Bids.

I hereby propose to furnish the goods or services specified in the ITB. I agree that my Proposal will remain firm for a period of 365 days in order to allow the City adequate time to evaluate the Proposals.

I certify that all information contained in this Proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a Proposal for the same product or service; no officer, employee or agent of the City of Doral or any other Respondent is interested in said Respondent; and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

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

Name of Business

By:

Sworn to and subscribed before me
this ____ day of _____, 20__

Signature

Name and Title, Typed or Printed

Notary Public

Mailing Address

STATE OF _____

City, State and Zip Code

Telephone Number

My Commission Expires

**CERTIFICATE OF AUTHORITY
(IF CORPORATION)**

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Board of Directors of the

a Corporation existing under the laws of the State of _____, held
on _____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that, as President of the Corporation, be and is hereby authorized to execute the Bid dated, _____, 20____, to the City of Doral and this Corporation and that their execution thereof, attested by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this _____, day of _____, 20____.

Secretary: _____

(SEAL)

**CERTIFICATE OF AUTHORITY
(IF PARTNERSHIP)**

STATE OF)
) SS:
COUNTY OF)

I HEREBY CERTIFY that a meeting of the Partners of the _____

_____ a Corporation existing under the laws
of the State of _____, held on _____, 20_____, the following resolution was duly passed and adopted:

"RESOLVED, that, _____, as _____ of the Partnership, be and is hereby authorized
to execute the Bid dated, _____ 20_____, to the City of Doral and this partnership and that their execution
thereof, attested by the _____ shall be the official act and deed of this
Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____, day of _____, 20_____.

Secretary: _____

(SEAL)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the foregoing Payment Bond; that _____, who signed the Bond on behalf of the Principal, was then of said corporation; that I know his/her their signature; and his/her their signature thereto is genuine; and that said Bond was duly signed, sealed and attested to on behalf of said Corporation by authority of its governing body.

(CORPORATE SEAL)

(Name of Corporation)

END OF SECTION

**ACKNOWLEDGMENT OF CONFORMANCE
WITH OSHA STANDARDS**

To the City of Doral,

We _____, hereby acknowledge and
Prime Contractor

agree that we, as the Prime Contractor for City of Doral, **Stage, Sound and Lighting Services**, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the City of Doral, against any and all liability, claims, damages losses and expenses they may incur due to the failure of:

(Subcontractor's Names)

to comply with such act or regulation.

CONTRACTOR

ATTEST

BY: _____

END OF SECTION

EXHIBIT "A"
MINIMUM INSURANCE REQUIREMENTS

I. Commercial General Liability

A. Limits of Liability	
Bodily Injury & Property Damage Liability	
Each Occurrence	\$2,000,000
Policy Aggregate (Per Job/Location)	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Products & Completed Operations	\$2,000,000

B. Endorsements Required

City of Doral listed as an additional insured
Contingent & Contractual Liability
Premises and Operations Liability
Primary Insurance Clause Endorsement

II. Business Automobile Liability

A. Limits of Liability	
Bodily Injury and Property Damage	
Combined Single Limit	
Any Auto/Owned Autos or Scheduled Autos	
Including hired and Non- Owned Autos	
Any One Accident	\$1,000,000

B. Endorsements Required

City of Doral listed as an additional insured

III. Workers Compensation / Employers' Liability

A. Workers Compensation Limits: Statutory - State of Florida

B. Employers Liability Limits:
\$1,000,000 for bodily injury caused by an accident, each accident
\$1,000,000 for bodily injury caused by disease, each employee
\$1,000,000 for bodily injury caused by disease, policy limit

Confirmation that Workers Compensation is provided for all persons fulfilling this contract, whether employed, contracted, temporary or subcontracted is required.

IV. Umbrella or Excess Liability insurance can be utilized to provide the required limits. Coverage shall be “following form” and shall not be more restrictive than the underlying insurance policy coverages, including all special endorsements and City as Additional Insured status.

Subcontractors’ Compliance: It is the responsibility of the contractor to insure that all subcontractors comply with all insurance requirements.

The above policies shall provide the City of Doral with written notice of cancellation or material change from the insurer in accordance to policy provisions.

Companies authorized to do business in the State of Florida with the following qualifications shall issue all insurance policies required above. City reserves the right but not the obligation to reject any insurer providing coverage due to poor or deteriorating financial condition.

The Company must be rated no less than “A-” as to management, and no less than “Class V” as to financial strength, by the latest edition of Best Insurance Guide published by A.M. best Company, or its equivalent. All policies or certificates of insurance are subject to review and verification by Risk Management.

EXHIBIT B

Respondent Worksheet

Independence Day Celebration (July 4th) Location: Doral Central Park *Not to exceed \$33,000	Holiday Lights & Ice (2nd or 3rd week of December) Location: Doral Central Park *Not to exceed \$8,000
Stage	
<ul style="list-style-type: none"> Outdoor Concert Stage 32' x 28' x 5' with a self-supporting, load-bearing stage roof system with an appropriate cover from the elements. Stage Railing on 3 sides Black Stage Skirting on at least 3 sides (front and sides) 2 Adjustable Stair Units Labor/Personnel to set up, operate and tear down production companies equipment. Stage/Roof Representative to oversee stage structure and make final decisions regarding safety during inclement weather. All drawings, specifications and calculations needed for permitting and inspections. <p style="margin-left: 20px;">\$ _____</p>	<ul style="list-style-type: none"> Show Mobile Stage 32' x 24' with a stage roof system, stage stairs and an appropriate cover from the elements. Labor/Personnel to set up, operate and tear down production companies equipment. Stage/Roof Representative to oversee stage structure and make final decisions regarding safety during inclement weather. All drawings, specifications and calculations needed for permitting and inspections. <p style="margin-left: 20px;">\$ _____</p>
Lighting	
<ul style="list-style-type: none"> High quality lighting system appropriate for a concert stage performance. All lighting systems must include the proper hardware (trussing, rigging and or scaffolding) needed to fully operate the lighting system. Console for control of lighting system. Generator and all necessary equipment needed to power the lighting system. Labor/Personnel to set up, operate and tear down production companies equipment. Lighting Technicians/Programmers to oversee lighting system before and during the performances. <p style="margin-left: 20px;">\$ _____</p>	<ul style="list-style-type: none"> High quality lighting system appropriate for a concert stage performance. Console for control of lighting system. Generator and all necessary equipment needed to power the lighting system. Labor/Personnel to set up, operate and tear down production companies equipment. Lighting Technicians/Programmers to oversee lighting system before and during the performance. <p style="margin-left: 20px;">\$ _____</p>
Sound	
<ul style="list-style-type: none"> High quality sound system appropriate for a concert stage performance and capable of delivering sound to the entire audience. 	<ul style="list-style-type: none"> High quality sound system appropriate for a concert stage performance and capable of delivering sound to the entire audience.

<ul style="list-style-type: none"> • System should include all speakers, monitors, mixer amplifier, microphones, stands, cables, cords and power distribution system required to produce the show. • Speaker range for a crowd of 30,000. • Additional delay speakers/towers with wireless signal system to be placed at other end of the event space. • All necessary audio gear for local bands (microphones, microphone stands, etc.) • Auxiliary/Playback devices (CD player, iPod connections, etc.) • Generator and all necessary equipment needed to power the sound system including proper electrical hook-ups, cable ramps, sound & lights, monitor mixing towers, flying hardware, misc. cabling, etc. • Labor/Personnel to set up, operate and tear down production companies equipment. • Audio Engineers/Technicians and sound personnel to oversee sound system before and during the performances. <p style="text-align: center;">\$ _____</p>	<ul style="list-style-type: none"> • System should include all speakers, monitors, mixer amplifier, microphones, stands, cables, cords and power distribution system required to produce the show. • Speaker range for a crowd of 5,000. • All necessary audio gear for local bands (microphones, microphone stands, etc.) • Auxiliary/Playback devices (CD player, iPod connections, etc.) • Generator and all necessary equipment needed to power the sound system including proper electrical hook-ups, cable ramps, sound & lights, monitor mixing towers, flying hardware, misc. cabling, etc. • Labor/Personnel to set up, operate and tear down production companies equipment. <p style="text-align: center;">\$ _____</p>
<p style="text-align: center;">Grand Total for Independence Day Celebration (July 4th):</p> <p style="text-align: center;">\$ _____</p>	<p style="text-align: center;">Grand Total for Holiday Lights & Ice:</p> <p style="text-align: center;">\$ _____</p>

OPTIONAL EVENTS: The City may have the possible need for stage, sound and lighting services for future events.

Holiday Lights & Ice

Friday, December 14, 2018 – 6pm-10pm














Doral Central Park


General Event Parking

Reserved Parking

Handicap Parking


Staff Parking

-  Lit Main Entrance
-  Entrances
-  Ticket Booth
-  Barricades
-  (13) Carnival Rides/Games
-  Restrooms (3 ADA)
-  Restroom Trailer & ADA Trailer
-  Light Tower
-  Snow Machine
-  Mobile Stage Area
-  (2) Bleachers –300 Seats
-  Snow Piles
-  Snow Slide
-  Characters

 **TENT Activities**

ALL TENTS ARE 10x10 (5ft. separation distance)

1. Fire Rescue/First Aid Tent
- 2-20. Sponsor—Promo Giveaways
21. Miami Event Photo Booth
22. Santa
23. Printing Station
24. Parks Tent—Giveaways
25. City of Doral—Staff Break Area
26. Balloon Twister
26. Caricature Artist
27. Airbrush Tattoo Artists

 **Food Vendor Information**



No cooking will be done under tents.

Food Vendors will be 10 feet away from all other tents

1. Food Cart—Adventure Inc.
2. Food Truck—Mac on Wheels
3. Food Truck—Burger Shack
4. Food Truck—Miami Pork Grill
5. Food Truck—Vero Vero
6. Food Truck—Miami Pizza Truck
7. Food Truck—Kona Ice
8. Food Truck—Divino Ceviche
9. Food Cart—Candy Bistro

















All are equipped with fire extinguishers and meet Division policy – Cooking Operations within Tents and Canopies (Florida Fire Prevention Code).

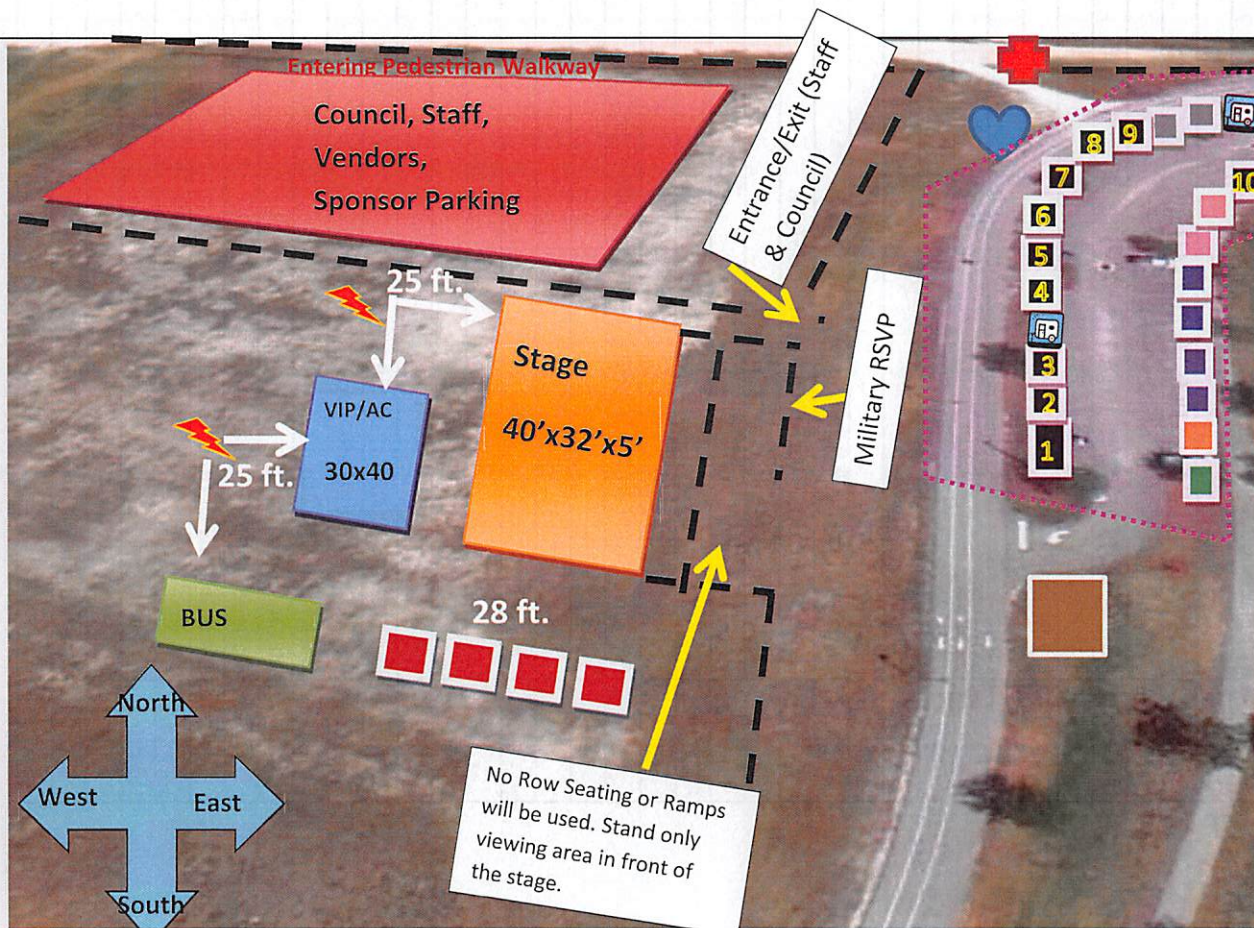
* Food Trucks are in accordance with NFPA 96 and/or NFPA 1, Chapter 50 Food Vendors will be barricaded to secure public from Cooking/ Propane Tanks/Fire Extinguishers

-  Fire Ext.
-  Open Eating Area (Tables & Chairs)

Independence Day Celebration – Main Event Area Site Plan
 Doral Central Park, 3000 NW 87 Ave. Doral, FL 33172
 Wednesday, July 4, 2018 5pm

Key:

-  Young Marines (2- 10x10 Tents & Trailer)
-  First Aid
-  Free Speech Zone
-  Cub Scouts
-  Karate & Animal Welfare
-  Sponsors (11- 10x10 tents)
-  Balloon Twisters & Glitter (2- 10x10 tents)
-  Photo Booth (10x10 tent)
-  Parks Info (10x10 tent)
-  Sound Control Tent (20x20 Tent)
-  Stage (40'x32'x5')
-  VIP/AC Tent (30x40 Tent Enclosed)
-  Entertainment (4- 10x10 tents with 3 walls)
-  Generators (25 ft. distance from tent, stage & structures)
-  Barricades
-  One Blood - Mobile



- TENT Activities**
- ALL OTHER TENTS ARE 10x10 (5ft. distance)**
- (1) Doral Toyota (+ 4 vehicles) (PR tent)
 - (2) Jackson Health (PR tent)
 - (3) Revolution (OWN tent)
 - (4) Divieto (PR tent)
 - (5) Planet Air Sports (PR tent)
 - (6) United Martial Arts (PR tent)
 - (7) Elite Spine (PR tent)
 - (8) New York Life (PR tent)
 - (9) Cricket Wireless (PR tent)
 - (10) Launch (OWN tent)
 - (11) Univison (OWN tent)
- Young Marines - 2 Gray Tents & Trailer

QTY.	Description	Notes
Audio		
24	L-ACOUSTICS K2 - 52X14X15	
6	ARCS II L-ACOUSTICS - 17 X 32 X 25	
2	ARCS BUMP3	
6	ARCS II ARCOUPL	
16	KS-28 SUBWOOFER - 21.7 X 52.8 X 28.3	
12	KARA L-ACOUSTICS - 27.7 x 9.8/6.4 x 19 in	
2	LA 8 AMPLIFIER - 3.5 H X 19 W X 16.5 D	
1	MIC STAND PACKAGE CASE	
1	MIC /DI / PRODUCTION BOX - 1	
6	LA AMPLIFIER RACK - 24 X 20.2 X 22.8	
1	WIRELESS RACK	
12	CACOM M-F .7 M - .7 M	
12	CACOM DO 25 L-ACOUSTICS - 75 FT 25 MTS	
6	L-21/30 100 FT CABLE M/F - 100 FT	
2	POWER DISTRO L-21/30 12 OUT - 12U	
6	K2-CHARIOT - 57 X 24 X 11.2	
2	K2-BUMP-FLIGHT - 57 X 48 X 25	
2	K2 BAR - 49.3 X 8 X 3	
2	K2-BUMP - 54.6 X 5 X 6	
TRUSS /RIGGING/ STAGGING		
12	STAGEMAKER 1 TON MOTOR 85 FT - 1	
1	DECK STAGE CUSTOM STAGERIGHT - CUSTOM	STAGERIGHT OUTDOOR CONCERT STAGE 40' X 32'X 5' STAGE RAILING ON 3 SIDES 2 -ADJUSTABLE STAIR UNIT
1	GROUND SUPPORT ROOF SYSTEM WITH COVER - CUSTOM	CURVE ROOF SYSTEM SELF SUPPORTED HIGH WIND RATED 44'X36'X30' THOMAS ENGINNERING LOAD CAPACITY 30,000 LB.
LIGHTING		
24	LED SIX PAR 200 IP - 12.3" X 6.2" X 11.8"	
16	BEAM EXTREME 5R PRO - 8.9" x 12" x 16.5"	
6	CASE ROAD READY	
48	MEGA CLAMP - 2" OD	
12	Platinum SEVEN LED Elation	
1	MA LIGHTING ULTRA LIGHT 2	
Labor		
2	Audio Engineer	
1	BACKLINE TECH	

2	Down Rigger	
1	Head Rigger	
1	Lighting Programmer	
1	Master Electrician	
4	Stage Hand	
1	System Tech	
1	Up Rigger	
Show Expense		
1	Boom Lift Rental	
1	FLORIDA CERTIFIED ENGINEERING	
1	Fork Lift Rental	
POWER DISTRIBUTION		
1	POWER DISTRO L-21/30 12 OUT - 12U	
1	MOTION LAB POWER DISTRO SOCAPEX	
2	POWER GENERATOR TRAILER	
40	CABLE RAMPS - 3 FT	
10	CAMLOCK CABLE	
Notes:		
1-This proposal is for a 1 days event at the Doral Park for July 4th.		
2-All labor is included		
3-Blue Prints and engineering is included.		
4-Client will be responsible for overnight security.		
5-Load in will be July 2nd. for structure and stage ensemble.		

HOLIDAY

QTY.	Description	Notes
Audio		
1	SOUND SYSTEM PACKAGE	5000 PEOPLE CAPACITY
LIGHTING		
1	LIGHTING PACKAGE	COMPLETE LIGHTING PACKAGE FOR STAGE WITH LED LIGHTING AND CONTROLLER
TRUSS /RIGGING/ STAGGING		
1	STAGE TRUCK - 32X24X4	
POWER DISTRIBUTION		
1	POWER GENERATOR TRAILER	
10	CABLE RAMPS -3 FT	
5	CAMLOCK CABLE	
Labor		
1	Audio Engineer	
1	Lighting Programmer	
4	Stage Hand	

Overall Event Map

Trained Crowd Managers/Supervisors will be present for every 250 persons
Per NFPA101,12.7.6.1 (5th Ed)

Independence Day Celebration – Logistical Site Map
Doral Central Park, 3000 NW 87 Ave. Doral, FL 33172
Wednesday, July 4, 2018 5pm



Legend

- Toilets (26)
- ADA Toilets (8)
- ▲ Restroom Trailer
- Delay Speakers & Generators
- ★ A/C & Stage Generators
- + Fire Dept/First Aid
- ★ Police
- Direction of Traffic
- Barricades
- ★ Food Vendor Propane Tanks
- Container

Exhibit “B”
Insurance Requirements

Exhibit “C”
4 SOUND GROUP, INC.
Proposal

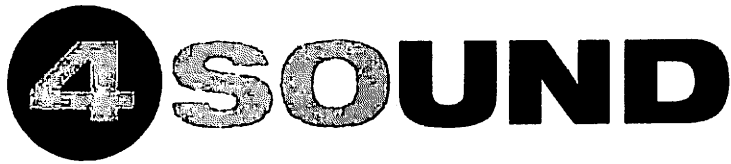
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Lighting	
<ul style="list-style-type: none"> • High quality lighting system appropriate for a concert stage performance. • All lighting systems must include the proper hardware (trussing, rigging and or scaffolding) needed to fully operate the lighting system. • Console for control of lighting system. • Generator and all necessary equipment needed to power the lighting system. • Labor/Personnel to set up, operate and tear down production companies equipment. • Lighting Technicians/Programmers to oversee lighting system before and during the performances. <p style="text-align: center;"><i>\$ See pages 55-57</i></p>	<ul style="list-style-type: none"> • High quality lighting system appropriate for a concert stage performance. • Console for control of lighting system. • Generator and all necessary equipment needed to power the lighting system. • Labor/Personnel to set up, operate and tear down production companies equipment. • Lighting Technicians/Programmers to oversee lighting system before and during the performance. <p style="text-align: center;"><i>\$ See pages 55-57</i></p>
Sound	
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<p style="text-align: center;">Grand Total for Independence Day Celebration (July 4th):</p> <p style="text-align: center;"><i>\$ 31,500.00</i></p>	<p style="text-align: center;">Grand Total for Holiday Lights & Ice:</p> <p style="text-align: center;"><i>\$ 8,000.00</i></p>

OPTIONAL EVENTS: The City may have the possible need for stage, sound and lighting services for future events.



(305) 267.3437

7475 NW7 Street • Miami, FL 33126

www.4soundgroup.com

info@4soundgroup.com

Quote

Quotation Date 2/13/2019

Date of Event 7/4/2019

Name / Address

City Of Doral
8401 NW 53 Terrace
Doral, FL 33166

Terms 50% Due at Acceptance

Table with columns: Qty, Description, Total. Includes sections for STAGING AND ROOF SYSTEM, SOUND SYSTEM, and DELAY SOUND SYSTEM TOWERS.

Subtotal
Sales Tax (0.0%)
Total



(305) 267.3437

7475 NW7 Street • Miami, FL 33126

www.4soundgroup.com

info@4soundgroup.com

Quote

Quotation Date 2/13/2019

Date of Event 7 4 2019

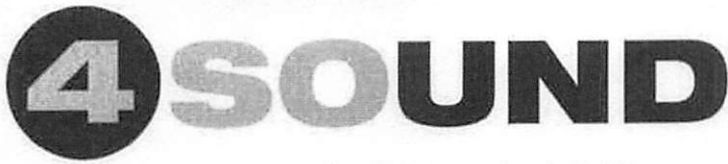
Name / Address

City Of Doral
8401 NW 53 Terrace
Doral, FL 33166

Terms 50% Due at Acceptance

Table with 3 columns: Qty, Description, Total. Includes items like PAR BARS, LIGHT CONSOLE, DIMMER RACK, POWER GENERATOR, and LABOR.

Subtotal \$31,500.00
Sales Tax (0.0%) \$0.00
Total \$31,500.00



(305) 267. 3437

7475 NW7 Street • Miami, FL 33126

www.4soundgroup.com

info@4soundgroup.com

Quote

Quotation Date 2/13/2019

Date of Event 12/8/2019

Name / Address

City Of Doral
8401 NW 53 Terrace
Doral, FL 33166

Terms 50% Due at Acceptance

Table with 3 columns: Qty, Description, Total. Includes line items for RFP No. 2019-17, SOUND SYSTEM, LIGHT SYSTEM, and LABOR.

NOTE, BACK LINE(BAND INSTRUMENT, OR DJ EQUIPMENT) ARE NOT INCLUDED IN THIS QUOTE

Subtotal \$8,000.00
Sales Tax (0.0%) \$0.00
Total \$8,000.00

RESOLUTION No. 19-140

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AWARDED RFP# 2019-17 "STAGE, SOUND, AND LIGHTING FOR CITY EVENTS" TO 4SOUND GROUP, INC.; AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR THE PROVISION OF STAGE, SOUND, AND LIGHTING SERVICES FOR CITY EVENTS FOR A PERIOD OF THREE (3) YEARS WITH THE OPTION TO RENEW FOR TWO (2) ADDITIONAL ONE (1) YEAR PERIODS FOR A POSSIBLE TOTAL OF FIVE (5) YEARS IN AN AMOUNT NOT TO EXCEED \$50,000.00, PLUS COST OF LIVING PERCENTAGE INCREASE PER FISCAL YEAR; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, The Parks & Recreation Department organizes several events throughout the year for City of Doral residents which include 4th of July, Eggstravaganza, Holiday Lights & Ice, Camping Under the Stars, Veterans Parade, and Holiday Tree Lighting; and

WHEREAS, On March 27th, 2019, RFP# 2019-17 was issued for the purpose of providing Stage, Sound, and Lighting Services for City events; and

WHEREAS, One (1) submittal was received and opened by the April 26th, 2019 deadline; and

WHEREAS, Upon evaluation of the submitted proposal, Staff has recommended that the City Council award RFP# 2019-17 to 4Sound Group, Inc. and to authorize the City Manager to negotiate and enter into an agreement with 4Sound Group, Inc. for the provision of providing stage, sound, and lighting services for City events for a period of three (3) years with the option to renew for two (2) additional one (1) year periods for a possible total of five (5) years in an amount not to exceed \$50,000.00 plus Cost of Living percentage increase per fiscal year.

**NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF
THE CITY OF DORAL, FLORIDA, AS FOLLOWS:**

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Approval of Services. The award of RFP# 2019-17 to 4Sound Group, Inc. of which shall not exceed \$50,000.00 plus Cost of Living Percentage increase per fiscal year.

Section 3. Authorization to Procure Services. The City Manager is hereby authorized to enter into an agreement with 4Sound Group, Inc. on such terms and condition as may be appropriate to protect and further the interests of the City for this matter. This Authorization does not create or confer any rights to 4Sound Group, Inc..

Section 4. Implementation. The City Manager and the City Attorney are hereby authorized to take such action as may be necessary to implement the provisions of this Resolution.

Section 5. Effective Date. This resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Vice Mayor Mariaca who moved its adoption. The motion was seconded by Councilmember Cabral and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Claudia Mariaca	Yes
Councilwoman Digna Cabral	Yes
Councilman Pete Cabrera	Yes
Councilwoman Christi Fraga	Yes

PASSED AND ADOPTED this 12 day of June, 2019.



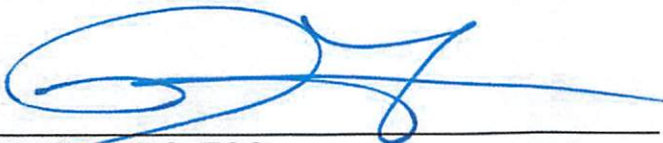
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



CONNIE DIAZ, MMC
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:



LUIS FIGUEREDO, ESQ.
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