

REQUEST FOR PROPOSALS

SUMMER CONCERT SERIES AUDIO-VISUAL SERVICES

CITY OF PANAMA CITY BEACH, FLORIDA

January 8, 2021



Submit Proposals to:
Jim Ponek, Parks and Recreation Director
17007 Panama City Beach Parkway
Panama City Beach, Florida 32413

Submissions Due: January 19, 2021

**CITY OF PANAMA CITY BEACH
SUMMER CONCERT SERIES AUDIO-VISUAL SERVICES
REQUEST FOR PROPOSALS**

I. Introduction

The City of Panama City Beach is seeking an experienced, well qualified event management, production services or company with similar experiences to provide Audio-Visual Production Services for the ten (10) live concerts at the City's Aaron Bessant Park which comprise the City's 2021 Summer Concert Series. The City is seeking proposals for "Audio-Visual Production Services" which includes all material, labor, and equipment to provide audio and visual production of the concerts as more fully described in this RFP.

Companies may respond to one or both requests for proposals. Completed proposals will be received by Jim Ponek, Parks and Recreation Director, 17007 Panama City Beach Parkway until **1:05 PM Central Daylight Time, Tuesday, January 19, 2021** will be opened and publicly read immediately thereafter.

All Bids shall be submitted in a sealed envelope or package clearly marked "Sealed Bid- Panama City Beach – **Summer Concert Series A/V**". Two (2) hard copies shall be submitted with the sealed proposal. Late proposals will be kept by the City, but not be considered for award. The City will not consider any proposals submitted via facsimile, email or other forms of electronic transmission.

Proposals shall be submitted in a sealed envelope or package, plainly marked with the respondent's name, address, date, time of the RFP deadline and clearly marked as to which category of services the RFP in is response to.

Copies of the complete RFP may be obtained from the Parks & Recreation Office at 16200 PCB Parkway or on the City's Website at www.pcbfl.gov. The point of contact for obtaining specifications is Jim Ponek, email address Jim.Ponek@pcbfl.gov. It is the bidder's responsibility to check the City's website to stay current on all Q&A and any addendums posted. It will not be the City's responsibility to ensure that the most current information is available in any additional way other than posting on the website.

The City reserves the right to reject any and all bids in whole or in part, to waive informalities in the bid documents, to obtain new bids, to postpone the opening of bids, and to award the contract to a bidder other than the lowest bidder should it find that the lowest bidder does not offer the reliability, quality of service or product afforded by such other bidder. Where a bid other than the lowest bid is taken, the City Council will state the reasons upon which such award was made. All bidders shall comply with all applicable state and local laws concerning licensing, registration, and regulations of businesses in the state of Florida.

All Proposals shall be firm for a period of 60 days after opening.

Posted this 8th day of January 2021.

Summer Concert Series Audio-Visual Production

City of Panama City Beach, Florida

1. General Information

- 1.1 For 10 years, the City of Panama City Beach has hosted a free weekly concert at Aaron Bessant Park throughout the summer (the "Summer Concert Series"). The Summer Concert Series has become a safe, family-friendly summer tradition for the residents and visitors of the City.
- 1.2 The 2021 Summer Concert Series will begin on July 7, 2021 and occur each Wednesday through September 8, 2021 (the "Concert Season"). Each concert begins at 7:30 pm and ends by 9:30 pm with a 15-minute intermission break.
- 1.3 The concert space at Aaron Bessant Park consists of an amphitheater surrounded by an expansive park lawn where attendees are able to spread out. The park has a capacity of 10,000.

2. Scope of Services

The City's intent is to hire a qualified firm capable of audio-visual production of the Summer Concert Series including labor, materials, equipment. **All A/V Services proposed shall be in accordance with the following specifications:**

- 2.1 **Term:** This contract term is for one (1) Concert Season with two additional one (1) Concert Season renewals at the City's option subject to any amendments. The Contract shall be terminable by the City upon seven (7) days' notice.
- 2.2 **Sound and Lighting:** Aaron Bessant Park is equipped with an amphitheater with very basic sound and lighting equipment. Producer shall provide all labor, materials, and sound and lighting equipment sufficient to supplement the existing sound system.
 - 2.2.1 The Producer should utilize a sound system that is capable of producing professional sound quality for open-air live music throughout the entire venue without creating excess noise pollution.
 - 2.2.2 The Producer should provide a supplemental lighting system capable of illuminating the performers sufficient for the attendees to view the performers in light or dark environments from a distance of 150 feet.
 - 2.2.3 All sound and lighting equipment should be state of the art or a reasonable equivalent, in good condition, and well maintained.
 - 2.2.4 All equipment must be compatible or capable of modification to use the City's existing electrical system onsite. No additional electrical will be added for sound and lighting services.
 - 2.2.5 On each concert day, all equipment must be set-up, ready and able to function no later than 4:30 p.m.
 - 2.2.6 Sound check must occur on or before 5:00 p.m.
 - 2.2.7 Producer's equipment may be stored in the available storage at Aaron Bessant Park during the Concert Season but may be required to be relocated to accommodate other events at the venue. Producer shall relocate all equipment within twenty-four (24) hours' notice.

- 2.3 **Site Survey:** A site survey is highly suggested prior to bidding to see if the Producer will be able to provide sound and lighting equipment compatible with the existing amphitheater equipment and electrical.
- 2.4 **Payment:** Producer will receive payment within 15 days after each concert. Producer is required to submit an invoice and proof of payment to any performers every Thursday, following the concert. Producer may be paid via direct deposit or check.
- 2.5 **Keys:** The City will provide contractor with keys to Aaron Bessant Park locks. Contractor must return the keys after the last concert. If keys are lost or not returned, the Contractor will be charged a \$500.00 fee.
- 2.6 **No Subcontracting:** The successful Producer shall not subcontract any the services provided pursuant to this RFP or any subsequent any agreement.

3. Proposal Requirements.

Proposals shall include the following mandatory elements. Failure to provide the required information in the required format may deem the proposal non-responsive.

- 3.1 **Executive Summary.** The executive summary should give a brief summary of the submittal. Identify the points that make your firm uniquely qualified and how your Firm would accomplish the work.
- 3.2 **Firm profile.** The Firm profile should list all event audio-visual production experience within the last five years, identify key personnel assigned to the project.
- 3.3 **Completed Proposal Form.** The proposal form should include the total compensation proposed for the Audio-Visual Services and at least (3) references on projects of similar size, type, and complexity.
- 3.4 **Proof of Insurance.**

PART 5 – LIST OF RFP EXHIBITS

EXHIBIT A

Proposal Form.

Exhibit B

Agreement to be signed and included with the Bid Proposal.

EXHIBIT A

PROPOSAL FORM

TO: City of Panama City Beach, Florida

SUBMITTED: _____, 2021.

PCB Summer Concert Series Audio - Visual Services

The Undersigned, as Bidder, hereby declares that they have examined the proposal specifications and informed themselves fully regarding all conditions **pertaining to the services required.**

The Bidder proposes and agrees, if this proposal is accepted, to contract with the **City of Panama City Beach** for the lump sum price listed, to plan, produce, promote, coordinate, and execute the entire operation for the bid specifications in complete accord with the described and reasonably intended requirements of the Request for Proposals to the satisfaction of the City, with a definite understanding that no additional money will be allowed.

ADDENDUM ACKNOWLEDGMENT: (Only if addendums have been provided). I, the undersigned bidder, hereby acknowledge receipt of the following addenda: Addendum No.____ Addendum No.____.

SUMMARY OF MATERIAL TO ACCOMPANY THIS BID FORM:

Per concert price for all costs associated with
Summer Concert Series Operation:
\$ _____

Lump Sum (10 concerts) price for all costs associated with
Summer Concert Series Operation:
\$ _____

Name of COMPANY: _____

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

EMAIL ADDRESS: _____ PHONE: _____

References: Please list 3 businesses that your company has provided similar concert operation services for:

Name	Location	Address or Email	Phone Number
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Print Name: _____ and Title _____

EXHIBIT B

SUMMER CONCERT SERIES

1. SECTION 00050
2. AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 20__ by and between THE CITY OF PANAMA CITY BEACH, FLORIDA, (hereinafter called "OWNER") and _____, doing business as a _____ (an individual), or (a partnership), or (a corporation), having a business address of _____ (hereinafter called "CONTRACTOR"), for the performance of the Work (as that terms is defined below) in connection with the Summer Concert Series bid, in accordance with the Drawings and Specifications prepared by The City of Panama City Beach Parks and Recreation Department.

OWNER and CONTRACTOR, for the consideration herein set forth, agree as follows:

3. The CONTRACTOR shall furnish, at its sole expense, all supervision, labor, equipment, tools, material, and supplies to properly and efficiently perform all of the work required under the Contract Documents and shall be solely responsible for the payment of all taxes, permits and license fees, labor fringe benefits, insurance, and all other expenses and costs required to complete such work in accordance with this Agreement (collectively the "Work"). CONTRACTOR'S employees and personnel shall be qualified and experienced to perform the portions of the Work to which they have been assigned. In performing the Work hereunder, CONTRACTOR shall be an independent contractor, maintaining control over and having sole responsibility for CONTRACTOR'S employees and other personnel. Neither CONTRACTOR shall be deemed servants, employees, or agents of OWNER.
4. The CONTRACTOR will commence the Work required by Contract per the Bid Documents.

Dates are as follows:

The 'WORK' is to begin July 7, 2021.

The 'WORK' is to end September 8, 2021.

This contract may be terminated by the City of Panama City Beach without cause upon seven (7) days notice.

3. The CONTRACTOR agrees to perform all the Work described in the Contract Documents and comply with the terms therein for the sum of \$ _____, included within the Bid Proposal Form and Bid Pricing Form, as said amount may be hereafter adjusted pursuant to the terms of the Contract Documents ("Contract Price").
4. The OWNER will pay the Contract Price to the CONTRACTOR in the manner and at such times as set forth in Contract Documents.
5. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
6. This Agreement shall be governed by the laws of the State of Florida.
7. All notices required or made pursuant to this Agreement shall be in writing and, unless otherwise required by the express terms of this Agreement, may be given either (i) by mailing same by United States mail with proper postage affixed thereto, certified, return receipt requested, or (ii) by sending same by Federal Express, Express Mail, Airborne, Emery, Purolator or other expedited mail or package delivery, or (iii) by hand delivery to the appropriate address as herein provided. Notices to OWNER required hereunder shall be directed to the following address:

If to Owner:

	City of Panama City Beach
	17007 Panama City Beach Parkway
	Panama City Beach, FL 32413
ATTENTION:	Jim Ponek, Director of Parks and Recreation
Fax No.:	(850) 233-5108

If to Contractor:

ATTENTION: _____

Fax No.: _____

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

8. CONTRACTOR recognizes that OWNER is exempt from sales tax and may wish to generate sales tax savings for the Project. Accordingly, to the extent directed by and without additional charge to OWNER, CONTRACTOR shall comply with and fully implement the sales tax savings program as more fully described in the Sales Tax Exemption Addendum. If required by OWNER, the Sales Tax Exemption Addendum shall be made a part of the Contract Documents, the form of which is set forth in Section 00808.
9. The failure of OWNER to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a continuing waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
10. Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by this Agreement.
11. Should any provision of the Agreement be determined by a court with jurisdiction to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.
12. Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, references to the singular include the plural. The term "including" is not limiting, and the terms "hereof", "herein", "hereunder", and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement, unless stated otherwise. Additionally, the parties hereto acknowledge that they have carefully reviewed this Agreement and have been advised by counsel of their choosing with respect thereto, and that they understand its contents and agree that this Agreement shall not be construed more strongly against any party hereto, regardless of who is responsible for its preparation.

13. For this Agreement, OWNER has designated an Agreement Representative to assist OWNER with respect to the administration of this Agreement. The Agreement Representative to be utilized by OWNER for this Agreement, shall be Jim Ponek, Director of Parks and Recreation.

14. INSURANCE - BASIC COVERAGES REQUIRED NAMING THE CITY OF PANAMA CITY BEACH AS ADDITIONAL INSURED.

The CONTRACTOR shall procure and maintain the following described insurance on policies and with insurers acceptable to OWNER. Current Insurance Service Office (ISO) policies, forms, and endorsements or equivalents, or broader, shall be used where applicable.

These insurance requirements shall not limit the liability of the CONTRACTOR. The insurance coverages and limits required of CONTRACTOR under this Agreement are designed to meet the minimum requirements of OWNER and the OWNER does not represent these types or amounts of insurance to be sufficient or adequate to protect the CONTRACTOR'S interests or liabilities. CONTRACTOR alone shall be responsible to the sufficiency of its own insurance program.

The CONTRACTOR shall be solely responsible for all their property, including but not limited to any materials, temporary facilities, equipment, and vehicles, and for obtaining adequate and appropriate insurance covering any damage or loss to such property. The CONTRACTOR expressly waive any claim against OWNER arising out of or relating to any damage or loss of such property, even if such damage or loss is due to the fault or neglect of the OWNER or anyone for whom the OWNER is responsible.

The CONTRACTOR shall not subcontract any of the WORK under this Agreement.

The CONTRACTOR'S deductibles/self-insured retentions shall be disclosed to OWNER and are subject to OWNER'S approval. They may be reduced or eliminated at the option of OWNER. The CONTRACTOR is responsible for the amount of any deductible or self-insured retention. Any deductible or retention applicable to any claim or loss shall be the

responsibility of CONTRACTOR and shall not be greater than \$25,000, unless otherwise agreed to, in writing, by OWNER.

Insurance required of the CONTRACTOR or any other insurance of the CONTRACTOR shall be considered primary, and insurance of OWNER shall be considered excess, as may be applicable to claims or losses which arise out of the Hold Harmless, Payment on Behalf of OWNER, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE COVERAGE

The CONTRACTOR shall purchase and maintain workers' compensation and employers' liability insurance for all employees engaged in the Work, in accordance with the laws of the State of Florida, and, if applicable to the Work, shall purchase and maintain Federal Longshoremen's and Harbor Workers' Compensation Act Coverage. Limits of coverage shall not be less than:

\$1,000,000	Limit Each Accident
\$1,000,000	Limit Disease Aggregate
\$1,000,000	Limit Disease Each Employee

The CONTRACTOR shall also purchase any other coverage required by law for the benefit of employees.

The CONTRACTOR shall provide to OWNER an Affidavit stating that it meets all the requirements of Florida Statute 440.02 (15) (d).

COMMERCIAL GENERAL LIABILITY COVERAGE

CONTRACTOR shall purchase and maintain Commercial General Liability Insurance on a full occurrence form. Coverage shall include, but not be limited to, Premises and Operations, Personal Injury, Contractual for this Agreement, Independent Contractors, Broad Form Property Damage, Products and Completed Operation Liability Coverages and shall not exclude coverage for the "X" (Explosion), "C" (Collapse) and "U" (Underground) Property Damage Liability exposures. Limits of coverage shall not be less

than:

Bodily Injury, Property Damage & Personal Injury	\$1,000,000 Combined Single Limit Each Occurrence, and
Liability	\$3,000,000 Aggregate Limit

The General Aggregate Limit shall be specifically applicable to this Project. The Completed Operations Liability Coverages must be maintained for a period of not less than three (3) years following OWNER'S final acceptance of the agreement.

The CONTRACTOR shall add OWNER as an additional insured through the use of Insurance Service Office Endorsements No. CG 20.10.10.01 and No. CG 20.37.10.01 wording or equivalent, or broader, an executed copy of which shall be attached to or incorporated by reference on the Certificate of Insurance to be provided by CONTRACTOR pursuant to the requirements of the Contract Documents.

BUSINESS AUTOMOBILE LIABILITY COVERAGE

The CONTRACTOR shall purchase and maintain Business Automobile Liability Insurance as to ownership, maintenance, use, loading and unloading of all of CONTRACTOR'S owned, non-owned, leased, rented or hired vehicles with limits not less than:

Bodily Injury & Property Damage	\$1,000,000 Combined Single Limit Each Accident
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EXCESS OR UMBRELLA LIABILITY COVERAGE

CONTRACTOR shall purchase and maintain Excess Umbrella Liability Insurance or Excess Liability Insurance on a full occurrence form providing the same continuous coverages as required for the underlying Commercial General, Business Automobile and Employers' Liability Coverages with no gaps in continuity of coverages or limits with OWNER added by endorsement to the policy as an additional insured in the same manner as is required under the primary policies, and shall not be less than \$3,000,000, each occurrence and aggregate as required by OWNER.

ADDITIONAL INSURANCE

The OWNER requires the following additional types of insurance.

[Either list any required insurance (e.g. Professional Liability Insurance) or indicate that none is required at this time]

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in two (2) copies each of which shall be deemed an original on the date first written above.

(SEAL)

OWNER:

CITY OF PANAMA CITY BEACH, FLORIDA

ATTEST:

BY: _____

City Clerk

NAME: _____

(City Manager)

TITLE: _____

City Attorney (as to form only)

CONTRACTOR:

ATTEST:

BY: _____

NAME: _____

(Please Type)

NAME _____

(Please Type)

ADDRESS: _____

[END OF SECTION 00050]