



# City of Milton

P.O. Box 909, MILTON, FL 32572

Phone: (850) 983-5438 ∞ Fax: (850) 983-5415

## MEMORANDUM

TO: Interested Parties  
FROM: Diane Ebentheuer, Purchasing Officer  
RE: RFP 2023.01 Sound Production and Lighting  
DATE: 12/29/2022

Notice is hereby given that the City of Milton will receive sealed proposals for RFP 2023.01 Sound Production and Lighting. The documents contain the necessary information for preparing and submitting your proposal for this effort.

Information is available on the City's web page at <https://MiltonFL.org/322/Purchasing>. There you may also register thru [VendorRegistry.com](http://VendorRegistry.com) (there is no charge to join); and/or thru [BidNetDirect.com/florida/city-of-milton](http://BidNetDirect.com/florida/city-of-milton) (there is no charge to join); and/or thru [DemandStar.com](http://DemandStar.com) (there is no charge to join); and/or [Office of Supplier Diversity](#).

All must review the Scope of Services and Project Description as described in this document to ensure their ability to perform as indicated.

The deadline for submitting your sealed bid is:

**Wednesday, February 1, 2023 at 2:00 p.m., (CST)**

**Delivered: City of Milton, 6738 Dixon Street, Milton, Florida, 32570**

**Mailed: City of Milton, P.O. Box 909, Milton, FL 32572**

Questions should be submitted in writing and directed to Jay Conrad at 850-816-4812 by Monday, January 23, 2023 at 2:00 p.m. Answers will be posted by Wednesday, January 25, 2023 at 2:00 p.m. (CST)

Interpretations, clarification of specifications, and requirement or changes to the documents which have a material effect will be documented and communicated only by written addendum posted on the City web page, Vendor Registry, Bid Net Direct, and DemandStar. All are responsible for checking for any addendums that may be issued, and to obtain such addendums.

*Diane Ebentheuer*

Diane Ebentheuer, Purchasing Officer

**INSTRUCTIONS**  
**RFP 2023.01 Sound Production and Lighting**

**I. Deadlines/Dates:**

- Proposal Published: December 29, 2022
- Questions Deadline: Monday, Jan 23, 2023 @ 2:00 p.m. (CST)
- Answers Posted by: Wednesday, Jan 25, 2023 @ 2:00 p.m. (CST)
- **Proposals Due: Wednesday, February 1, 2023 @2:00p.m. (CST)**

**II. Contact Information:**

Contact: Diane Ebentheuer, Purchasing Officer  
Phone: (850) 983-5438  
Email: [DEbentheuer@miltonFL.org](mailto:DEbentheuer@miltonFL.org)

**III. Proposals Must be Complete and Include:**

Tabs 1-9 (see pages 8-9) with full responses in concise narrative form. If additional sheets are needed, they should reference each issue and be presented in the same order.

**IV. Copies:** Please provide one (1) electronic copy, one (1) original, and four (4) copies of your bid/proposal.

**V. Faxed or emailed submittals are not accepted.**

**Submittals can be mailed to:**

City of Milton  
Purchasing Department  
P. O. Box 909  
Milton, FL 32572

**or delivered to:**

City of Milton  
Purchasing Department  
6738 Dixon Street  
Milton, FL 32570

Submittals must be sealed and marked:

To: CITY OF MILTON

**VENDOR Name:** \_\_\_\_\_

**SEALED PROPOSAL \* DO NOT OPEN**

**Sealed RFP#: 2023.01**

**Title: Sound Production and Lighting**

**DUE DATE/TIME: February 1, 2023 / 2:00 p.m. (CST)**



## **BIDDER'S/PROPOSER'S DECLARATION**

### **RFP 2023.01 Sound Production and Lighting**

The bidder/proposer understands, agrees, and warrants:

1. These items apply to and become a part of the terms and conditions of the bid/proposal submitted. Any exceptions must be in writing.
2. All bids submitted shall be subject to acceptance or rejection. The City of Milton specifically reserves the right to accept or reject any or all bids, to waive any technicalities and formalities in the bid process, and to award the bid in part or in any manner deemed to be in the best interest of the City.
3. All proposals submitted shall be subject to acceptance or rejection. The City of Milton specifically reserves the right to accept or reject any or all proposals, to waive any technicalities and formalities in the proposal process, and to award the proposal in part or in any manner deemed to be in the best interest of the City.
4. The City of Milton is exempt from sales tax.
5. Contractors are responsible for any sales tax on purchases for the project.
6. The City of Milton will receive sealed bids/proposals from interested parties at its offices located at City Hall, Milton, Florida. Any submittal received after the deadline will **not** be considered.
7. Bids/proposals will be publicly opened and read at the City of Milton, City Hall on the day and at the hour specified.
8. The City of Milton may consider as non-responsive, any bid/proposal in which there is an alteration of, or departure from the bid/proposal form hereto attached.
9. The bid/proposal will be awarded to the lowest most responsive reliable firm complying with the conditions of the bid/proposal. The firm to whom award is made will be notified as soon as possible. The City of Milton reserves the right to reject the bid/proposal of a firm who has previously failed to perform properly or complete on time, contracts of a similar nature, or the bid/proposals of a firm who, in the sole opinion and discretion of the City of Milton is not in a position to perform the contract, or whose name appears on the United States Comptroller General's list of ineligible contractors.
10. The City of Milton reserves the right to award to multiple vendors.
11. Interested Parties shall submit all required forms and information simultaneously with their sealed bid/proposal. Forms and information become a part of the property of the City of Milton and will not be returned to the firm unless a written request to withdraw is received prior to opening of bids/proposals.
12. For Bids-Additional Quantities: For a period not exceeding twelve (12) months from the day of the solicitation opening, the right is reserved to purchase any number of additional items at the prices offered in this solicitation. If additional quantities are not acceptable, the bid form shall be noted "offer is for specified quantity only."
13. **For Bids/NOTE:** Unless stated on the bid form, the bid submitted will assume all specifications will be met. Please note all exceptions on the bid form.
14. The successful bidder/proposer will be required to submit additional forms, which are available on the City's website at <https://MiltonFL.org/322/Purchasing> at the bottom of the page.
  - Certificate of Non-Discrimination
  - W-9 Taxpayer Identification Number

- Vendor Application
  - Certificates for Liability, Vehicle, and Worker’s Comp Insurance.  
(City is to be named as additional insured.) Limitations are listed online.
  - Prompt Payment Affidavit
15. That they have carefully read and fully understand the full scope of the specifications.
  16. That they have the capability to successfully undertake and complete the responsibilities and obligations in said specifications.
  17. All bidders/proposers are responsible for checking for any addendums that may be issued. Addendums are posted on the City web page, Bid Net Direct, and Vendor Registry.
  18. If required- That they have Liability Insurance, and/or Vehicle and Workers Comp Insurance. (A declaration of insurance form must be provided before any work will begin.)
  19. (Service Contracts Only) Pursuant to Florida Statute 119, the contractor must follow all public records law. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850)983-5402, [CityClerk@MiltonFL.org](mailto:CityClerk@MiltonFL.org) OR P.O. BOX 909, MILTON, FL 32572.** A contractor who fails to provide the public records to the City within a reasonable time may also be subject to penalties under Florida Statute 119.10.
  20. **For all Contracts - Contractors should take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible.** (Appendix II Part 200 of 2 CFR 200 (B) [gov.info](http://gov.info))
  21. That this bid/proposal may be withdrawn by requesting such withdrawal in writing at any time prior to opening date, but may not be withdrawn after such date and time.
  22. That by submission of this bid/proposal the firm acknowledges that the City of Milton has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by the firm.
  23. If a partnership, a general partner must sign. If a corporation, the authorized corporate officer(s) must sign, and the corporate seal must be affixed to this bid/proposal.
  24. Recommendations are posted on city web page via agendas prior to award.
  25. Any protests are handled per the City’s Purchasing Policy and F.S. 120.57(3).

**BIDDER:** \_\_\_\_\_  
Company Name

---

Address/City/Zip

---

_____	_____
Phone	Email

---

_____	_____
Contact Name	Title

---

_____	_____
Company Representative <u>Signature</u>	Date

**COST PROPOSAL**  
**RFP 2023.01 Sound Production and Lighting**

Sound and Lighting production for Bands on the Blackwater:

**Performance Session Cost**                    \$ \_\_\_\_\_ x 20 sessions =    \$ \_\_\_\_\_

(Cost per session for estimated 20 sessions.

Includes load-in, sound checks, load-out, labor, etc.)

**Total # of Personnel onsite working** \_\_\_\_\_

**Proposed Additional Costs (if needed):**

\_\_\_\_\_ =            \$ \_\_\_\_\_

***Explanation of Additional Costs, Special Exceptions, Notes or Comments:***

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

***Prices are valid for 90 days from time of opening.***

***The undersigned agrees to the above terms and conditions.***

**BIDDER:** \_\_\_\_\_

Company Name

\_\_\_\_\_

Address/City/Zip

Phone \_\_\_\_\_

Email \_\_\_\_\_

Contact Name \_\_\_\_\_

Title \_\_\_\_\_

Company Representative Signature \_\_\_\_\_

Date \_\_\_\_\_

## **PURPOSE, SCOPE OF WORK, AND QUALIFICATIONS**

### **RFP 2023.01 Sound Production and Lighting**

#### **A. GENERAL INFORMATION:**

The City of Milton will receive sealed proposals for approximately twenty (20) sessions for Bands on the Blackwater Music Events and up to three (3) additional events. This contract may be amended for extension for up to 3 additional years at the same amount with both parties' approval.

**PRE-PROPOSAL SITE VISIT:** It is strongly suggested that all Contractors visit the Milton, Florida Jernigan's Landing Festival & Event Grounds located on South Willing Street, Milton, FL 32570 to understand the site and its capabilities. While attendance is not mandatory, it is the sole responsibility of the Contractor to become familiar with the scope of the City's requirements and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. Staff is available to assist.

**ELIGIBILITY:** To be eligible for award of a contract in response to this solicitation the Contractor must demonstrate that they have successfully completed services, as specified in the Technical Specifications / Scope of Services section of this solicitation, are normally and routinely engaged in performing such services and are properly and legally licensed to perform such work. The proposing firm must demonstrate that they, or the principals assigned to the project, have the capacity to provide a full maintenance and sound monitoring staff and a full quality outdoor sound system(s) and lights for all specified and undefined events described in this RFP. Proposing firm must include with their proposal a full complete work history of providing current services provided for other accounts and similar operations; a proposal detailing their complete understanding of the critical nature of the services required and the detailed plans relating to standard and back-up work force; and a resume of employees available to perform services with such documentation fully detailing their ability to provide necessary services.

**CONTRACT PERIOD:** The initial contract term shall commence upon date of approval by the city and shall expire one (1) year from that date. The City reserves the right to extend the contract for three (3) additional one (1) year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City of Milton. In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City of Milton. This CONTRACT may be terminated without clause, by either party, with a 30-day written notification.

**INVOICES/ PAYMENT:** Payment terms will be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last.

**B. SCOPE OF SERVICES:**

There will be 20 weekly sessions of Bands on the Blackwater series starting:

- March 31, 2023, through June 9, 2023, and
- September 1, 2023, through October 27, 2023.

The City of Milton will provide the stage and power. Power consists of single phase, 200-amp breaker. There is a pigtail tap within 20 feet.

The Contractor shall provide sound and lighting services to be used on the City's current mobile stage and ensure the availability of a Sound Engineer (FOH & Monitor) and a Lighting Director for a complete concert quality sound system(s) and component equipment. Services, as listed below, will be required by the successful Contractor:

1. Have a system capable of providing sound for up to an 8-piece band and or 36 inputs.
2. Be able to provide lighting to illuminate both downstage and upstage, movers to engage the crowd and still be able to illuminate in front of the stage where people dance.
3. Be able to operate the minimum of a 32-channel digital FOH console, with capabilities of running monitors from FOH.
4. Facilitate rental (if necessary), transportation, set-up and tear-down of all sound systems and equipment, including lights when specified.
5. Provide sound engineer, monitoring services and light technician, as and where required.
6. Provide appropriate music to play between performances or breaks (must be licensed by BMI and ASCAP).
7. Friday's Bands on the Blackwater require set-up of all equipment in advance of the event, including sound checks. The contractor is responsible for coordinating set up and sound check with the band. Performers often come in early and require set up and sound check prior to the event; therefore, the successful contractor must be on-site to supervise equipment if bands come in early and want to leave.  
Friday Bands on the Blackwater contractor schedule:
  - 1:00-6:00 PM: Stage setup and load-in.
  - 6:00-6:45 PM: Band Sound Check.
  - 7:00-9:00 PM: Band goes live with one allowed intermission.
  - 9:00-11:00 PM: Tear down and load-out.
8. All Contractor employees must present themselves in a professional manner in both appearance and attitude while on-site. All Contractor personnel shall have a neat appearance and shall wear a shirt which identifies them as Contractor personnel, issued by the Contractor.
9. Sound level monitoring devices are required on all stages and equipment for all events. Contractor personnel shall respond to the requests of event staff regarding noise levels during performances. Company is responsible for obeying the City of Milton's sound ordinance when required. The City of Milton will specify if it is a requirement that day.

10. All Contractor personnel are responsible for their own meals and beverages while on-site. Contractor employees CANNOT consume or be under the influence of alcohol and/or drugs while onsite.
11. Contractor must provide all hardware and equipment necessary to operate all front of house and monitor world boards including, but not limited to, scaffolding, tents, covers, chairs, lights, etc. as required by City of Milton.
12. In the event of extreme weather conditions, the contractor must be prepared to move the events to another location determined by City of Milton. Notice will be provided no later than 3:00 PM. In the case of weather delay or cancellation caused by a storm after 3:00 PM, it will be up to City of Milton to determine the Operational Risk Management outcome.
13. A Standardized Weather Protocol (SOP) will be always followed (SOP provided by the Issuer once contract is awarded).
14. Contractor is responsible for reviewing stage plot/input lists/etc. in a timely manner to troubleshoot any issues.
15. Equipment in Downtown area needs to be completely removed by 11:00PM. The successful contractor is also responsible for breakdown of their equipment after conclusion of concert.
16. Additional services may be required on a case-by-case basis. Offsite locations to include the Imogene Theater and local restaurants will be approved for possible backup locations in the event of a rain cancellation. In the case of a festival grounds cancellation due to weather, notice will be given to the Contractor no later than 3:00 PM on the day of the event.

**C. PROPOSAL REQUIREMENTS:**

Proposals must be complete and include the below Tabs 1-9 (see below) with full responses in concise narrative form. If additional sheets should be needed, they should reference each issue and be presented in the same order.

**Tab 1:**

1. Cost Proposal (page 5)
2. Bidder's/Proposer's Declaration with signature (page 3-4)
3. Public Entity Crime Form F.S. 287.133(3)(A) (**City Website**)
4. Drug-Free Workplace Form F.S. 287.087 (**City Website**)
5. Non-Collusion Affidavit (**City Website**)
6. Conflict of Interest Disclosure Form (**City Website**)
7. E-Verify Statement of Compliance (**City Website**)

**City Website address:** <https://MiltonFL.org/322/Purchasing>

**Tab 2:** Letter of overview of Company: The letter of interest may contain any other information not in the proposal but should not exceed two (2) pages. How long has the proposer's company been established and providing similar services?

**Tab 3:** Business Licenses. Evidence that your firm and/or persons performing the work are licensed to do business in the State of Florida.

**Tab 4:** References: Provide information including names, phone numbers and functions relating to contracts and or established programs for which you are presently providing



similar required service. Also attach a sheet providing references from the past five years on large concerts or multiple stage shows that you have been contracted for where you provided similar services.

**Tab 5:** Evidence of Insurance. Certificate of Insurance showing coverage, forms, limits. Actual insurance certificates will be required from recommended contractor, prior to award.

**Tab 6:** Provide cancellation policy regarding individual shows (cost of technicians, equipment, drive time, number of hours, etc.).

**Tab 7:** Provide procedure for handling of emergencies during an event, i.e.: damaged equipment, repairs, replacement equipment, unqualified or problem employees.

**Tab 8:** Provide detailed production list of what equipment you will be bringing to each performance (FOH/ Monitor Console, Lighting Rig & Console, PA, Monitors, Amp Racks, Power Distro, Snake and Sub-Snake, Mic Pack, Cabling, + equipment available upon request).

**Tab 9:** Any additional attachments to your proposal.

All proposals submitted shall be subject to acceptance or rejection. The City of Milton specifically reserves the right to accept or reject any or all proposals, to waive any technicalities and formalities in the proposal process, and award the proposal in part or in any manner deemed to be in the best interest of the City. The City of Milton is exempt from sales tax.

Interested Parties shall submit all required forms and information simultaneously with bid. Forms and information become a part of the property of the City of Milton and will not be returned to the firm unless a written request to withdraw is received prior to opening of bids.

The City shall not be liable for any costs incurred by Contractor in responding to this RFP.

#### **D. EVALUATION:**

Proposals will be evaluated on certain objective and subjective considerations listed below:

- Understanding of the overall needs of the City for such services, as presented in the narrative proposal, including all cancellation policies. **20%**
- Experience, qualifications, and past performance of the proposing firm, including facilities, resources, and references. **30%**
- Estimated Cost to the City **50%**

TOTAL PERCENT AVAILABLE: **100%**

**Step one:** An evaluation committee will evaluate all responsive proposals based upon the information and references contained in the proposals. The committee shall rank each

RFP (i.e., criteria 1, 2, 3, 4), and determine a minimum of three (3), if more than three (3) proposals are qualified, to be finalists for further consideration. In the event there are less than three (3) qualified, the committee will consider all responsive proposals received.

The City reserves the right to request additional clarifying information and request an oral presentation from Proposers prior to determination of award.

**Step two:** The committee may then conduct discussions (oral presentations), for clarification purposes only, with the finalists and re-score and re-rank the finalists' proposals. The evaluation committee may then make a recommendation, for award of a contract. The City may require visits to customer installations or demonstrations of product by Contractor's, as part of the evaluation process.

**E. LIABILITY AND INDEMNIFICATION**

To the extent permitted by law, the contractor will release, indemnify, defend, and hold harmless the City of Milton, from and against all claims, losses, damages, costs (including legal fees), expenses and liabilities in respect of personal injury including death or disease to any person employed by contractor, arising from, or relating to the performance of the agreement.

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

**F. INSURANCE REQUIREMENTS:**

Contractor shall obtain and maintain the minimum insurance coverage set forth below. By requiring such minimum insurance, the City of Milton shall not be deemed or construed to have assessed the risk that may be applicable to the Contractor. Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

Contractor shall carry the following limits of liability as required below: Dollar amounts may change in accordance with the event or project. Events may include Food and liquor liability.

**1. Commercial General Liability - ISO CG 001 Form or equivalent.**

General Aggregate	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000
Each Occurrence Limit	\$1,000,000
Personal/advertising Injury	\$1,000,000
Fire Damage (Any One Fire)	\$50,000
Medical Payments (Any One Person)	\$5,000

**2. Automobile Liability**

Bodily Injury/Property Damage	\$1,000,000 each accident
-------------------------------	---------------------------

Personal Injury Protection (PIP) Statutory

**3. Workers' Compensation**

Coverage A (Workers' Compensation) Statutory

Coverage B (Employers Liability):

- Each Accident \$100,000
- Disease-Each Employee \$500,000
- Disease-Policy Limit \$100,000

**G. FORCE MAJEURE:**

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or indirectly from acts of God, civil, or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, water, wind, lightning, strikes, labor disputes, shortages of suitable parts, materials, labor, or transportation to the extent such events are beyond the reasonable control of the party claiming excuse from liability resulting there from.

**H. MODIFICATIONS:**

Modifications to provisions of this contract shall only be valid when they have been rendered in writing and duly signed by both parties. The Parties agree to negotiate this contract if stated revisions of any applicable laws, regulations or increases/decreases in allocations make changes to this contract necessary.

**I. TERMINATION:**

This contract may be terminated by either party upon no less than thirty (30) calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Said notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. In the event of termination, the vendor will be paid for all costs incurred and hours worked up to the time of termination.