



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 2019.02.04 – Sound Production & Lighting**
DATE: February 6, 2019

Enclosed you will find the necessary information for preparing and submitting your Request for Proposal for “**RFP 2019.02.04 – Sound Production & Lighting**” for the City of Milton.

Proposal information is available on the City’s web page at www.miltonfl.org/322/Purchasing. There you may also register thru VendorRegistry.com (there is no charge to join); and/or thru www.bidnetdirect.com/florida/city-of-milton (there is no charge to join.)

The deadline for submitting your sealed bid is:

Wednesday, February 27, 2019 at 2:00 p.m., CST
Delivered: City of Milton, 6738 Dixon Street, Milton, Florida
Mailed: City of Milton, P.O. Box 909, Milton, FL 32572

If you have any questions you may contact the Purchasing Department at (850) 983-5438; or by e-mail to purchasing@mymiltonflorida.com. Technical questions may be directed to Stephen Prestesater at (850) 860-1370.

Diane Ebentheuer

Diane Ebentheuer, Purchasing Officer

INSTRUCTIONS FOR BID SUBMITTAL

- I. Proposals must be received by:
Wednesday, February 27, 2019 @ 2:00 p.m.

- II. **Sealed bids 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

- III. Proposals must be sealed and marked:
“RFP 2019.02.04 – Sound Production & Lighting”

- IV. Proposers must provide One signed (1) original, and four (4) copies of their response.

- V. Proposals must be complete and include the below Tabs 1-13 (see below) with full responses in concise narrative form. Additional sheets should be used, but they should reference each issue and be presented in the same order:

Tab 1:

- Executed “Requirements for Bidders” statement (see page 4)
- Cost Proposal (see page 9)
- Florida Public Entity Crime affidavit (available on city website under forms: <https://www.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.

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 give further consideration to all responsive proposals received.

The City reserves the right to request additional clarifying information and request an oral presentation from any and all 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.

REQUIREMENTS FOR BIDDERS

These items apply to and become a part of the terms and conditions of the bid submitted. Any exceptions must be in writing.

Notice is hereby given that the City of Milton will receive proposals from interested parties until **Wednesday, February 27, 2019 @ 2:00 p.m.** at its offices located at City Hall, Milton, Florida. Any Proposal received thereafter will not be considered.

Proposals names will be publicly read at the City of Milton, City Hall Council Chambers on the day and at the hour specified.

The proposal will be awarded to the lowest most responsive reliable firm complying with the conditions of the proposal. The firm to whom award is made will be notified at the earliest possible date. The City of Milton reserves the right to reject the bid of a firm who has previously failed to perform properly or complete on time, contracts of a similar nature, or the bid 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.

Proposals may be withdrawn by written or faxed request, provided such withdrawals are received prior to bid opening date.

NOTE: Unless stated on the Proposal form the proposal submitted will assume all specifications will be met. Please note all exceptions on the form.

All proposals submitted shall be subject to acceptance or rejection, and 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.

The undersigned understands that any conditions stated above, clarifications made to the above or information other than that requested should be stated in writing on a separate sheet.

Company Name

Address/City/Zip

Phone

Email

Contact Name

Title

Company Representative Signature

Date

**CITY OF MILTON
SOUND PRODUCTION & LIGHTING CONTRACT**

The City of Milton will receive sealed proposals at **2:00 p.m. (local time) on February 27, 2019** for **“RFP 2019.02.04- Sound Production & Lighting”** for approximately 16 sessions for Bands on the Blackwater Music Events.

PRE-PROPOSAL SITE VISIT:

It is strongly suggested that all Contractor’s visit the Milton, Florida Festival Grounds 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 considered to 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.

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.

TERMINATION, DELETION, OR MODIFICATION OF SERVICES:

The City may terminate the Agreement at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least thirty (30) calendar days before the effective date of such termination.

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations or if the Contractor shall violate any of the covenants, agreements or stipulations of the award, the City of Milton shall thereupon have the right to terminate the award by giving written notice to the Contractor of such termination and specifying the effective date of termination.

The City of Milton reserves the right to delete any portion of the Contract at any time without cause, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

FORCE MAJEURE:

Force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefore; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to herein, not within the reasonable control of the Party affected. A delay in or failure of performance of either Party shall not constitute a default hereunder nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure. The Party who is prevented from performing by force majeure shall be obligated, within a period not to exceed fourteen (14) days after the occurrence

or detection of any such event, to give notice to the other Party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and shall remedy such cause as soon as reasonably possible, as mutually agreed between the Parties.

INSURANCE:

The successful Contractor shall not commence work under this contract until all insurance requirements described below have been obtained and such insurance has been approved by the Owner. **The City of Milton requires that they be listed on each of the insurance policies as “additional insureds”.**

A. Comprehensive General Liability-

The contractor shall procure and shall maintain during the life of the Contract Agreement, not less than the following: \$1,000,000 Bodily injury, including death, each occurrence. \$ 500,000 Property Damage, each occurrence \$1,000,000 Property Damage, in the aggregate.

B. Vehicle Liability-

The contractor shall procure and shall maintain during the life of the Contract Agreement, not less than the following: \$ 500,000 Bodily injury or death to any one person \$1,000,000 Bodily injury, each occurrence \$ 300,000 Property damage, each occurrence

SCOPE OF SERVICES:

There will be 16 sessions of Friday’s Bands on the Blackwater series starting:

- April 12, 2019 through May 31, 2019 and
- September 13, 2019 through November 1, 2019.

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 followed at all times (SOP provided by the Issuer).
 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.

COST PROPOSAL :

Proposer Name:

Sound and Lighting production for Bands on the Blackwater:

Performance Session Cost \$ _____ x 16 sessions = \$ _____
(Cost per session for estimated 16 sessions.
Includes load-in, sound checks, load-out, labor, etc.)

Total # of Personnel onsite working _____

Proposed Additional Costs (if needed):

_____ = \$ _____

Prices in this Request for Proposal (RFP) are valid for 60 days from time of RFP opening.

The undersigned agrees to the above terms and Conditions:

Company Name

Address/City/Zip

Phone

Email

Contact Name

Title

Company Representative Signature

Date

*******Below to be filled out by the City of Milton*******

Accepted by City of Milton

Date

Approved by City Council _____, 20____.