

AGREEMENT FOR EMPLOYEE EVENT PLANNING AND MANAGEMENT SERVICES

THIS AGREEMENT FOR EMPLOYEE EVENT PLANNING AND MANAGEMENT SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **VONDA PARKER**, **D/B/A BELLA FAIRE EVENT PRODUCTIONS**, a sole proprietorship duly organized and authorized to do business in the state of Florida (EIN: 27-1715474) ("Vendor").

WHEREAS, on March 28, 2024, City issued a Request for Proposal for the provision of employee event planning and management of one annual event for City employees and families, RFP No.: CMO/240546 (the "Solicitation"); and

WHEREAS, eight (8) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, the proposal submitted by Bella Faire Event Productions was scored the highest by a City evaluation committee; and

WHEREAS, Vendor was chosen as the intended awardee to provide Employee Event Planning and Management Services (the "Project"); and

WHEREAS, Vendor certifies that Vendor is qualified and possesses the required experience and licensure.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Vendor agree as follows:

- 1. **RECITALS**. City and Vendor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
- 2. CONTRACT DOCUMENTS. The Contract Documents which comprise the entire understanding between City and Vendor shall only include this Agreement and those documents listed in this section as Exhibits to this Agreement. Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.
 - A. **Exhibits to Agreement**: The Exhibits to this Agreement are as follows:

Exhibit A: Scope of Work (A-1 through A-3)

Exhibit B: Proposal Response and Evaluation Criteria (B-1 through B-11)

If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit A, then (2) Exhibit B.

- 3. **SCOPE OF SERVICES.** Vendor shall provide all materials, labor, supervision, tools, accessories, equipment necessary for Vendor to perform its obligations under this Agreement as set forth in the attached **Exhibit A Scope of Work**. The Scope of Work and/or pricing under this Agreement may only be adjusted by written amendment executed by both parties.
- COMPENSATION. City shall pay Vendor a lump sum amount of <u>FIVE THOUSAND AND NO/100 DOLLARS (\$5,000)</u> (the "Contract Sum") over the initial contract term as full and complete compensation for the timely and satisfactory performance of planning and management services in accordance with <u>Exhibit A Scope of Work and Exhibit B Proposal Response and Evaluation Criteria</u>.



- A. Price Adjustments. Prices offered shall remain firm for the initial contract term. Requests for price adjustments may be submitted, in writing, no later than NINETY (90) DAYS prior to the expiration of the prior term and must include proper CPI justification or other documentation supporting the adjustment. The City will review the submitted request for price adjustment and render a decision, in its sole discretion, as to whether it is in the best interest of the City to adjust the pricing on the awarded goods or services or reject the adjusted pricing and issue a competitive solicitation. In any event, price increases for renewal terms shall be subject to a maximum negotiated increase of **no more than THREE PERCENT** (3%) annually unless there are mitigating market conditions. The City is under no obligation to renew the contract for an additional term or to accept Vendor's proposed price increases. Vendor must receive written notification from the City confirming that the City has accepted the new prices prior to processing any orders at the new cost. Any orders issued by the City prior to formal approval of a price increase shall not be modified. Any payment of the adjusted price by City does not constitute acceptance of new pricing. Vendors are expected to pass along to the City any and all decreases in pricing on products and services or to keep pricing constant when market conditions warrant no such increases.
- B. Invoice Submission. All invoices submitted by Vendor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Vendor shall submit the original invoice through the responsible City Project Manager at: City of Ocala City Manager's Office, Attention: Jeannine Robbins, Address: 110 SE Watula Avenue, Second Floor, Ocala, Florida 34471, E-Mail: jrobbins@ocalafl.gov.
- C. **Payment of Invoices by City**. The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.
- D. **Withholding of Payment**. City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Vendor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Vendor within **THIRTY** (30) calendar days of the Vendor's remedy or resolution of the inadequacy or defect.
- E. **Excess Funds**. If due to mistake or any other reason Vendor receives payment under this Agreement in excess of what is provided for by the Agreement, Vendor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Vendor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.
- F. **Amounts Due to the City**. Vendor must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Vendor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.
- G. **Tax Exemption**. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Vendor shall not be exempted from paying sales tax to its suppliers



for materials to fulfill contractual obligations with the City, nor will Vendor be authorized to use City's Tax Exemption Number for securing materials listed herein.

- 5. TERM OF AGREEMENT. This Agreement shall become effective and commence on <u>OCTOBER</u> 1, 2024, and continue in effect for a term of <u>ONE (1) YEAR</u>, through and including <u>SEPTEMBER</u> 30, 2025 (the "Term"). This Agreement may be renewed for up to <u>TWO (2)</u> additional <u>ONE (1)</u> <u>YEAR</u> periods by written consent between City and Vendor.
- 6. **FORCE MAJEURE**. Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, pandemics, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.
 - A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.
 - B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Vendor performance shall be extended for a number of days equal to the duration of the force majeure. Vendor shall be entitled to an extension of time only and, in no event, shall Vendor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.
- 7. **INSPECTION AND ACCEPTANCE OF THE WORK**. Vendor shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by Vendor under this Agreement shall be provided to the satisfaction and approval of the City Project Manager.
 - A. The City Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished, or workmanship performed, the rate of progress of the work, the interpretation of the plans and specifications, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Vendor in its Proposal. The authority vested in the City Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.
 - B. Neither the City Project Manager's review of Vendor's work nor recommendations made by City Project Manager pursuant to this Agreement will impose on City Project Manager any responsibility to supervise, direct, or control Vendor's work in progress or for the means, methods, techniques, sequences, procedures or safety precautions or programs incident Vendor's furnishing and performing the work.
- 8. **TERMINATION AND DEFAULT**. Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either



party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.

- A. **Termination by City for Cause**. City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Vendor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Vendor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Vendor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:
 - (1) Vendor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;
 - (2) Vendor provides material that does not meet the specifications of the Agreement;
 - (3) Vendor fails to complete the work required within the time stipulated in the Agreement; or
 - (4) Vendor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Vendor cannot or will not perform to the requirements of the Agreement.
- B. **Vendor's Opportunity to Cure Default**. City may, in its sole discretion, provide Vendor with an opportunity to cure the violations set forth in City's notice of default to Vendor. Vendor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Vendor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.
- C. **City's Remedies Upon Vendor Default**. In the event that Vendor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:
 - (1) City shall be entitled to terminate this Agreement without further notice;
 - (2) City shall be entitled to hire another Vendor to complete the required work in accordance with the needs of City;
 - (3) City shall be entitled to recover from Vendor all damages, costs, and attorney's fees arising from Vendor's default prior to termination; and
 - (4) City shall be entitled to recovery from Vendor any actual excess costs by: (i) deduction from any unpaid balances owed to Vendor; or (ii) any other remedy as provided by law.
- D. **Termination for Non-Funding**. In the event that budgeted funds to finance this Agreement are reduced, terminated, or otherwise become unavailable, City may terminate this Agreement upon written notice to Vendor without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.
- E. **Termination for Convenience**. City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The City Project Manager shall provide written notice of the termination. Upon receipt of the notice, Vendor



shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Vendor shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Vendor as permitted under this Agreement and approved by City.

- 9. **DELAYS AND DAMAGES.** The Vendor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Vendor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.
- 10. **PERFORMANCE EVALUATION**. At the end of the contract, City may evaluate Vendor's performance. Any such evaluation will become public record.
- 11. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT**. Any Vendor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.
- 12. **VENDOR REPRESENTATIONS**. Vendor expressly represents that:
 - A. Vendor has read and is fully familiar with all of the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Vendor under this Agreement.
 - B. Vendor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Vendor in the Contract Documents, and that the City's written resolution of same is acceptable to Vendor.
 - C. Vendor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.
 - D. **Public Entity Crimes.** Neither Vendor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors or executives, nor any of its affiliates, Vendors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Vendor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "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..." Vendor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a Vendor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided



in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

- 13. **VENDOR RESPONSIBILITIES**. Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Vendor:
 - A. Vendor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.
 - B. Vendor shall be solely responsible for the means, methods, techniques, sequences, or procedures and safety precautions or programs incident thereto.
 - C. Vendor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.
 - D. Vendor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, and be responsible for all costs associated with same.
 - E. Vendor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Vendor and City may otherwise agree in writing.
- 14. **NO EXCLUSIVITY**. It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Vendor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.
- 15. **RESPONSIBILITIES OF CITY.** City or its Representative shall issue all communications to Vendor. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit A.** City has the authority to stop work or to suspend any work.
- 16. **COMMERCIAL AUTO LIABILITY INSURANCE.** Vendor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage arising out of Vendor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Vendor does not own vehicles, Vendor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Vendor's Commercial General Liability policy or separate Commercial Automobile Liability policy.
- 17. **GENERAL LIABILITY INSURANCE.** Vendor shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:
 - A. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit for bodily injury, property damage, and personal and advertising injury; and
 - B. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit for products and completed operations.
 - C. Policy must include coverage for contractual liability and independent Vendors.



- D. Policy must include Additional Insured coverage in favor of the City that is no less restrictive than that afforded under the CG 20 26 04 13 Additional Insured Form.
- 18. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Worker's Compensation insurance shall be provided by Vendor as required by Chapter 440, Florida Statutes, or any other applicable state or federal law, including the U.S. Longshoremen's and Harbor Workers Compensation Act and the Jones Act.
 - A. Vendor shall similarly require any and all subcontractors to afford such coverage for all of its employees as required by applicable law.
 - B. Vendor shall waive and shall ensure that Vendor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Vendor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent.
 - C. Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.

19. ADDITIONAL INSURANCE REQUIREMENTS.

- A. Vendor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Vendor shall not be interpreted as limiting Vendor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Vendor's interests or liabilities or to protect Vendor from claims that may arise out of or result from the negligent acts, errors, or omissions of Vendor, any of its agents or subcontractors, or for anyone whose negligent act(s) Vendor may be liable.
- B. No insurance shall be provided by the City for Vendor under this Agreement and Vendor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.
- C. Certificates of Insurance. No work shall be commenced by Vendor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Vendor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. Vendor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.gov. Vendor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.



- D. City as Additional Insured. The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation, Auto Liability (except when required by Risk Management) and Professional Liability policies. Workers Compensation policy must contain a Waiver of Subrogation in favor of the City.
- E. **Notice of Cancellation of Insurance**. Vendor's Certificate of Insurance shall provide **THIRTY** (30) **DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the vent that Vendor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Vendor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.gov.
- F. **Failure to Maintain Coverage**. The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Vendor. Vendor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.
- G. **Severability of Interests**. Vendor shall arrange for its liability insurance to include or be endorsed to include a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.
- 20. **SAFETY/ENVIRONMENTAL.** Vendor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Vendor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP, OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. Vendor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - A. All employees on the work and other persons that may be affected thereby;
 - B. All work, materials and equipment to be incorporated therein, whether in storage on or off the site; and
 - C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
 - All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Vendor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Vendor. Vendor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.
- 21. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES**. During the performance of the contract, the Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take



affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.

- 22. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Vendor or any other persons or organizations having a direct contract with Vendor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Vendor or any other persons or organizations having a direct contract with Vendor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Vendor, subcontractor, or of any of their agents or employees. nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.
- 23. **EMERGENCIES**. In an emergency affecting the welfare and safety of life or property, Vendor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Vendor shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Vendor's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.
- 24. **INDEPENDENT VENDOR STATUS.** Vendor acknowledges and agrees that under this Agreement, Vendor and any agent or employee of Vendor shall be deemed at all times to be an independent Vendor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Vendor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Vendor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Vendor in its performance of its obligations under this Agreement.
- 25. **ACCESS TO FACILITIES.** City shall provide Vendor with access to all City facilities as is reasonably necessary for Vendor to perform its obligations under this Agreement.
- 26. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.
- 27. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Vendor under this Agreement be abandoned, or should Vendor become insolvent, or if Vendor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment,



supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the City Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.

- 28. **PUBLIC RECORDS.** Vendor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Vendor shall:
 - A. Keep and maintain public records required by the public agency to perform the service.
 - B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Vendor does not transfer the records to the public agency.
 - D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Vendor or keep and maintain public records required by the public agency to perform the service. If Vendor transfers all public records to the public agency upon completion of the contract, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the contract, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.gov; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

- 29. **AUDIT.** Vendor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
- 30. **PUBLICITY.** Vendor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
- 31. **E-VERIFY.** Pursuant to section 448.095, Vendor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at https://e-verify.uscis.gov/emp, to verify the work authorization status of all newly hired employees. Vendor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering



into this Agreement, Vendor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Vendor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Vendor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Vendor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.

- 32. **CONFLICT OF INTEREST.** Vendor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Vendor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Vendor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
- 33. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
- 34. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
- 35. **INDEMNITY.** Vendor shall indemnify and hold harmless City and its elected officials, employees and volunteers against and from all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Vendor, its agents, and employees.
- 36. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.
- 37. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

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If to Vendor: Bella Faire Event Productions

Attention: Vonda Parker 7822 Sloewood Drive Leesburg, Florida 34748 Phone: 352-787-0477

E-mail: bellafaire@ymail.com

If to City of Ocala: Daphne M. Robinson, Esq., Contracting Officer

City of Ocala

110 SE Watula Avenue, 3rd Floor

Ocala, Florida 34471 Phone: 352-629-8343

E-mail: notices@ocalafl.gov

Copy to: William E. Sexton, Esq., City Attorney

City of Ocala

110 SE Watula Avenue, 3rd Floor

Ocala, Florida 34471 Phone: 352-401-3972

E-mail: cityattorney@ocalafl.gov

- 38. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.
- 39. JURY WAIVER. IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.



- 40. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
- 41. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
- 42. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
- 43. **MUTUALITY OF NEGOTIATION.** Vendor and City acknowledge that this Agreement is a result of negotiations between Vendor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
- 44. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
- 45. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
- 46. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
- 47. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
- 48. **ELECTRONIC SIGNATURE(S).** Vendor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
- 49. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations,

CONTRACT# CMO/240546



understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

50. **LEGAL AUTHORITY**. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on _______10/23/2024

ATTEST:	CITY OF OCALA	
Angel B. Jacobs City Clerk	Peter Lee City Manager	
Approved as to form and legality:	BELLA FAIRE EVENT PRODUCTIONS	
Decouling and by: Milliam & Scyton William E. Sexton, Esq. City Attorney	By: Vonda Parker (Printed Name)	
	Title: Owner (Title)	

Exhibit A – SCOPE OF WORK

BACKGROUND

1. Vendor will provide turnkey event planning and management services of one (1) annual employees and family event.

SCOPE OF SERVICES

1. Employee Family Fun Day:

- A. The event is held in March or early April of each year outside of the work week.
- B. The average attendance is approximately 600 employees and family members.
- C. Employees and family members shall be provided lunch and a drink.
- D. The event must include activities for both adults and children.
- E. Decorations, theme, location, activities, etc. will be decided by the Vendor.
- F. A final plan for the Employee Family Fun Day is due to the City Project Manager by January 31st of each year.
- G. The City of Ocala currently has approximately 1000 employees. The turnkey event planning fee from Vendor will need to accommodate up to the entire 1000 employees.
- H. Vendor turnkey pricing is for the planning and event management portion only and does not include the cost of food and pre-approved expenses.

2. **Food:**

- A. Prior to the event, the City of Ocala will provide the Vendor with an event budget for food, venue, decorations, and activities based on the estimated number of attendees.
- B. Vendor will provide a minimum of three (3) menu options for the event for review and approval with the final plan submission. All expenses must be within the event budget.
- C. After the City has selected the food and approved the final plan, the Vendor will make all arrangements for the venue. Based on the venue and venue deadlines, the Vendor may need to secure the venue before the menu options are presented to the City.
- D. Vendor will forward invoices from providers to the City to pay as pass-through expenses, less taxes, since the City is tax exempt.

3. Management:

- A. Create, manage, and reconcile event budgets, expenses, and timelines. Adhere to project timelines and budget guidelines.
- B. Evaluate, analyze, and report the results for the events to the Project Manager.
- C. Provide project deliverables on time, on budget and to established expectations.
- D. Direct the pre-event, and on-site day-of events.
- E. Manage relationships with event vendors.
- F. Direct and manage on-site event set up and clean up.
- G. Manage and execute event debriefs to include the use of employee surveys as well as recommended improvements/changes.

4. Pricing:

- A. Vendor shall provide turnkey, lump sum pricing to plan and manage the Employee Family Fun Day.
- B. Food and expenses provided for the events will be a direct pass-through cost to the City; no markup or overhead on food costs, or expenses, shall be paid to the Vendor.

CITY OF OCALA RESPONSIBILITIES

- 1. The City of Ocala will furnish the following services/data to the Vendor for the performance of services:
 - A. Access to City buildings and facilities to perform the work.
 - B. Provide access to drawings, specifications, schedules, reports, and other information prepared by/for the City of Ocala pertinent to the Vendor's responsibilities.
- 2. The City reserves the right to purchase any materials for the Vendor to use. The Vendor shall not charge a mark-up fee for material furnished by the City. The Vendor shall complete all work performed under this contract in accordance with policies and procedures of the City of Ocala and all applicable State of Florida and Federal laws, policies, procedures, codes, and guidelines.

VENDOR EMPLOYEES AND EQUIPMENT

- 1. Vendor must utilize competent employees in performing the work. Employees performing the work must be properly licensed or qualified as required by the scope/project.
- 2. The Vendor shall provide an assigned project manager, who will be the primary point of contact. Vendor must provide a valid telephone number, email, and address to the City Project Manager. The phone must be answered during normal working hours, or voicemail must be available to take a message.
- 3. At the request of the City, the Vendor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and the Vendor must each be promptly notified by the other of any complaints received.
- 4. The employees of the Vendor must wear suitable work clothes and personal protective equipment as defined by OSHA (hard hats, bucket harnesses, etc.) and meeting Manual on Uniform Traffic Control Devices (MUTCD) and National Electrical Safety Code (NESC) requirements as indicated for all work conducted and be clean and in as good appearance as the job conditions permit.
- 5. Vendor will operate as an independent contractor and not as an agent, representative, partner, or employee of the City of Ocala, and shall control their operations at the work site, and be solely responsible for the acts or omissions of their employees.
- 6. No smoking is allowed on City property or projects.
- 7. Vendor, employees, and subcontractors will be courteous to the public at all times while at the work site.
- 8. Vendor shall possess and maintain sufficient equipment to complete the work described herein. Vendor's equipment shall be in good repair, and Vendor shall have a qualified operator to maintain the care of the equipment. All operators must be trained in proper use and care of equipment. A list of equipment shall be provided to the City upon request.
- 9. All company trucks must have a visible logo on the outside of the vehicle.

Exhibit A – SCOPE OF WORK

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- 10. All damages shall be reported to the City where final decision will be made (by the city) as to replacement and/or repairs. All replacement and/or repairs will be performed at no additional cost to the City.
- 11. All employees must have a shirt with company logo and/or a badge with picture ID, company name and employee name to be worn at all times.
- 12. The City does not include an allowance for delays caused by the effect of inclement weather; however, the City may grant time extensions, on a day-to-day basis for delays caused by the effect of rain or other inclement weather conditions. No additional compensation will be made for delays caused by the inclement weather.

SUB-CONTRACTORS

- 1. Vendor shall not assign, sublet, or transfer any of the rights and/or duties under the terms of this agreement without written approval of the City.
- 2. Vendor must perform a minimum of 30% of the work with their own forces.

SAFETY

- 1. The Vendor shall be fully responsible for the provision of adequate and proper safety precautions meeting all OSHA, local, state, and national codes concerning safety provisions for their employees, sub-contractors, all building and site occupants, staff, public, and all persons in or around the work area.
- 2. In no event shall the City be responsible for any damages to any of the Vendor's equipment, materials, property, or clothing lost, damaged, destroyed or stolen.
- 3. Prior to completion, storage and adequate protection of all material and equipment will be the Vendor's responsibility.

RFP# CMO/240546 Employee Event Planning and Management

Evaluation Criteria

All proposals will be evaluated and scored in accordance with the evaluation criteria listed below. Award will be based on a review of all information provided by the proposer, plus a review of references submitted, and certain objective and subjective considerations.

CRITERIA	WEIGHT
Qualifications and Experience	30
Proposed Approach and Methodology	35
Price Proposal	35
TOTAL POSSIBLE POINTS	100

Proposal Response

The following information must be submitted as your proposal response. Do not alter <u>any</u> of the content. Do not exceed fifteen (15) pages total. If these instructions are not adhered to, your proposal may be rejected. Include your company name below.

Company Name: ___Bella Faire Event Productions

Qualifications and Experience - (30 Points)

- 1. Provide a list of public agencies, or companies, for which you provided event planning services to over the last five (5) years. Include in this list the agency/company name, contact information, detailed event description and outcomes.
 - a. City of Ocala 2016-2018
 - i. Planned and Coordinated the <u>City Employee Holiday Luncheon</u> Description:
 - 1. Work closely with City Representative(s)
 - 2. Establish a Day and Time
 - 3. Seek venue
 - 4. Secure venue
 - 5. Create Theme
 - 6. Decorate with Theme ideas and or colors
 - 7. Seek vendors such as Caterers, Photographers, Bakeries, Music etc.
 - 8. Plan and Coordinate Games
 - 9. Giveaway for Prizes
 - 10. Create Characters for performances/entertainment
 - a. Outcome
 - i. City of Ocala made the decision to cancel/turned over to employees
 - b. City of Ocala 2016 2024
 - i. Planned and Coordinated the <u>City Employee Fun Day</u> Description:

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Exhibit B - Proposal Response and Evaluation Criteria

- 1. Work closely with City Representative(s)
- 2. Establish a Month, Day and Time
- 3. Seek venue
- 4. Secure venue
- 5. Provide a Safe and Fun atmosphere for all
- 6. Create Theme
- 7. Seek vendors such as Caterers, Activities, Music etc.
- 8. Create, Plan and Coordinate Games for youth and adults
- 9. Create competitive contest for Prizes
- 10. Create Characters for performances/entertainment

a. Outcome

i. City of Ocala contractual agreement with both parties ended.

c. Lake Square Mall, Leesburg Florida - 2021 - Present

i. Plan and Coordinate Events

Description:

- 1. Work closely with Marketing/Events Department and Creative Director
 - Increase Traffic for retail stores
 - Network in the community
 - Social Media Marketing
 - Character Events
 - Fashion Shows
 - Created FRESH Friday Events (1st Friday of each month)
 - Festivals
 - Car Shows

a. Outcome

i. This is a Partnership that remain active

b. Contact

i. Robin Reynolds – Marketing Director 352.434.5023

d. City of Eustis, 2022 - Present

i. Plan and Coordinate 1st Friday Street Fashion Show Description:

- Planned a City Street Fashion Show with Eustis Boutique "The Finishing Touch"
- 2. Coordinated with Boutique owner
- 3. Set Timeline
- 4. Help to coordinate Professional models
- 5. Host for the Fashion Show

a. Outcome

i. This is a Partnership that remain active

b. Contact

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i. Linda Bonds, Owner The Finishing Touch Boutique - 352.516.5957

e. The Rose Plantation, Fruitland Park, FL 2024 - Present

i. Plan and Coordinate Events Description:

- 1. Work close with Marketing Director
- 2. Partner with bringing new events to venue
- 3. Help to bring awareness to venue

a. Outcome

i. This is a new Partnership. We will host the first event on July 20th.

b. Contact

- i. Amanda Cook, Marketing Manager 352.300.0625
- 2. Identify your key team who will be involved in the City's events, including resumes and experience. Include your project manager's name and contact information.

Project Manager – Vonda R. Parker, Owner -352.254.0281

Resume included in package

Logistics – Max Parker Jr. Co-Owner -352.254.1107

- Resume included in package
- 3. Provide a brief background of your firm.

Founded in 2009, Bella Faire began with a strong passion to provide the best experience possible for every one of our clients looking to have the most special and creative moments imaginable!

Our focus has always been in the small details as we take pride in bringing smiles to every Family, Company or Organization that contacts us for our services. No project is too large for us to handle. No detail is too small to ignore.

We are a team that loves experiencing the moment when our client's eyes are set upon what they have spent weeks, months, and for some years dreaming, anticipating, and waiting to experience!

Our Mission

Our mission is to help our clients develop a clear vision of what they wish to achieve, and to create and execute a complete solution that brings their vision into reality using proven strategies, innovative ideas, limitless resources, and professional expertise in the Event and Wedding Planning management and function Planning industry.

Our Vision

To be the leading Event and Wedding Management Company by meeting and exceeding the expectations of our Clients through innovative ideas and the delivery of excellent service.

4. Include any additional information related to your qualifications and experience, if needed.

Over the past years, our collaboration has been instrumental in achieving mutual goals and serving the City and the employees effectively. We've worked together and made a positive impact on the City employees and their families.

As we move forward, we are eager to continue this partnership and explore new opportunities for growth and development together. Our commitment to excellence and dedication to serving the needs of Ocala remain unwavering.

Please know that we greatly value the trust and confidence you have placed in us, and we are fully committed to upholding the highest standards of integrity, professionalism, and service excellence.

We look forward to the opportunity to continue working closely with the City of Ocala and contributing to the continued success and prosperity of the employees

Proposed Approach and Methodology- (30 Points)

1. Convey your approach to planning and managing the employee event.

Managing the City of Ocala Employee Fun Day involves careful planning, effective communication, and attention to detail to ensure that the event is enjoyable, engaging, and fosters a positive team spirit among employees.

Initial Planning:

- To assure the Employee Fun Day continues to bring the excitement, socializing, entertainment, relaxation, team building and morale booster each year.
- Establish a budget for the event, considering factors such as venue rental, activities, catering, and any other associated costs.
- Communicate with City representative(s) for continued clarity and understanding.

Venue Selection:

- Work with Parks and Recreation to choose a venue that can accommodate the expected number of employees comfortably and can provide locations within that venue of which we will have the ability to plan safe and accident-free areas for the games.
- After we have decided which venue works best for the vision that has been established we will inform Parks and Recreation Department on which venue facility we selected for the planned activities to check date(s) available and to verify if there are other planned activities that will hinder staff from attending.

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• **Activity Planning:**

- Brainstorm a variety of activities to cater to different interests and preferences. These could include sports tournaments, team-building exercises, family-friendly games, arts and crafts, or relaxation zones.
- Ensure there's a good balance of structured activities and free time for employees to mingle and socialize.

Communication:

- Once venue has been selected we will communicate the date, time, and location of the event to the City representative well in advance.
- Provide details about the planned activities and any special instructions or requirements.
- Encourage employee participation and feedback to make the event inclusive and enjoyable for everyone.

Logistics and Coordination:

- Provide Permitting Department with layout of selected venue along with vendors location at venue, Begin coordinating with vendors, suppliers, and service providers to gather Certificate of Insurance that's required for specific vendors, catering, decorations, and any other necessary items.
- Create a detailed schedule or itinerary for the day, including setup and cleanup times.
- Assign responsibilities to team members to ensure smooth execution during the event.

Safety and Wellness:

- Prioritize the health and safety of employees by ensuring compliance with any relevant health and safety regulations.
- Provide first aid supplies and access to medical assistance if needed.
- Consider offering wellness activities such as yoga sessions or mindfulness exercises to promote relaxation and stress relief.

Feedback and Evaluation:

- After the event, gather feedback from City Representative(s) or employees to assess what went well and identify areas for improvement.
- Use this feedback to inform future planning and adjust as necessary for upcoming Employee Fun Days.

By following this approach, we can effectively manage the City of Ocala Employee Fun Day, creating a memorable experience that strengthens team bonds and enhances employee satisfaction.

2. Describe your firm's staffing plan, workload (current and anticipated), and your firm's capacity to perform the requested services within budget and schedule.

To effectively plan for the Employee Fun Day staffing needs, it's essential to assess the workload, anticipate requirements, and ensure our company's capacity aligns with the requested services within budget and schedule. Below is a breakdown of how our company will approach this:

Assessment of Workload:

- Begin by analyzing the tasks and responsibilities involved in organizing the Employee Fun Day. This includes venue setup, activity coordination, catering arrangements, logistics management, communication with vendors, and overseeing the event on the day itself.
- Determine the number of staff members required to fulfill each aspect of the workload efficiently. Consider factors such as the size of the event, the complexity of activities planned, and any specific expertise needed.

Anticipated Workload:

- Based on past experiences or similar events, estimate the time and effort required for each task. Factor in any additional challenges or requirements unique to this Employee Fun Day.
- Anticipate potential concerns that will stop the Fun Day activities from progressing or areas where additional support may be needed, such as during peak setup or cleanup times, or for handling unexpected issues during the event.

Staffing Plan:

- Develop a staffing plan that outlines roles, responsibilities, and staffing levels for each phase of the Employee Fun Day, from pre-event planning to post-event follow-up.
- Identify internal resources who can contribute to the planning and execution of the event, as well as any external vendors or contractors needed for specialized services.
- Assign team leaders or project managers to oversee different aspects of the event and ensure coordination among team members.

Capacity Assessment:

- Evaluate company's capacity to perform the requested services within the allocated budget and schedule. Consider factors such as existing workload, resource availability, expertise, and any potential constraints.

Exhibit B - Proposal Response and Evaluation Criteria

- Assess whether our company has the necessary skills, equipment, and infrastructure to meet the requirements of the Employee Fun Day effectively.
- Determine if any additional resources or external support may be required to supplement your company's capacity and ensure successful event delivery.

Budget and Schedule Alignment:

- Review the budget allocated for the Employee Fun Day and ensure that staffing costs are accounted for within this budget.
- Develop a timeline or schedule that outlines key milestones and deadlines for each phase of the event planning and execution, ensuring alignment with the overall schedule and objectives.
- Monitor progress regularly to identify any deviations from the plan and take corrective actions as needed to stay within budget and schedule constraints.

By carefully assessing the workload, anticipating requirements, and aligning staffing resources with budget and schedule considerations, our company can effectively plan and execute the Employee Fun Day, ensuring a safe, successful, and enjoyable event for all participants while maintaining cost-effectiveness and efficiency.

3. Outline your proposed project schedule, identifying any critical paths to accomplish the scope of work.

Here's an outline of the proposed project schedule for the Employee Fun Day, along with critical paths identified to accomplish the scope of work:

Pre-Planning Phase:

- Week 1-2:
- Define objectives and goals for the event.
 - Meet with Team and assign roles.
- Establish budget submit for approval and allocate resources.
 - Research and select venue options.

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Exhibit B - Proposal Response and Evaluation Criteria

Venue and Logistics Planning:

- Week 3-4:
- Finalize venue selection and book facilities.
- Coordinate with vendors for equipment rental, catering, and other services.
 - Pay deposit to participating vendors
 - Develop a layout plan for the event space.

Activity Planning and Coordination:

- Week 5-6:
- Brainstorm activity ideas and select suitable options.
 - Collect Certificates of Insurance if necessary
- Create Layout of Venue with vendors assigned selected locations for City review
 - Complete Permit paperwork from the City of Ocala
 - Coordinate with activity providers and Team members.

Communication and Promotion:

- Week 7-8:
- Create promotional materials (flyers, emails, etc.).
- Communicate event details to City Representative(s).
- Work with City Representative for soft count dates
 - -Start gather RSVP information.

Final Preparation:

- Week 9-10:
- Finalize event schedule and itinerary.
- Coordinate with vendors and address any concerns.
- Conduct a walkthrough of the venue to finalize setup details.

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Event Execution:

- Day of the Event:
- Set up event space, including signage, activity stations, and catering areas.
 - Welcome attendees and facilitate registration/check-in.
 - Oversee activities, manage any issues or changes as they arise.
 - Ensure a smooth flow of the event and address any concerns.

Post-Event Follow-Up:

- Week 11-12:
- Gather feedback from City Representatives.
- Evaluate the success of the event against objectives and goals.
 - Send thank-you notes to vendors and participants.
 - Document lessons learned for future events.

Critical Paths:

- **Venue and Logistics Planning:** Booking the venue and securing necessary equipment and services are critical to ensuring the event can proceed as planned. Any delays in this phase could impact subsequent planning activities.
- **Activity Planning and Coordination:** Identifying and finalizing activities, obtaining permits, and coordinating with providers are essential for creating an engaging and enjoyable experience for attendees. Delays in this phase could affect the overall event schedule.
- **Communication and Promotion:** Timely communication and promotion are critical for ensuring maximum attendance and participation. Failing to effectively communicate event details could result in low turnout and impact the success of the event.

- **Final Preparation:** The final preparation phase, including event schedule finalization and venue walkthrough, is crucial for ensuring that all details are in place for a smooth execution on the day of the event. Delays in this phase could lead to logistical issues during the event.

Price Proposal - (35 Points)

- 1. Provide your turnkey, lump sum price to plan and manage the Employee Family Fun Day:
 - a. \$____5,000.00____
 - b. Include any cost saving ideas for limited attendance.

With our Planning Events background we have concluded that venue cost and catering is the largest budget item.

Venue Rental

We have accomplished eliminating the venue cost line item due to working with Parks and Recreation by utilization of City properties.

We frequently permit with the City Tuscawilla Park. This venue allows us to eliminate Tent rental line item because of the shaded areas and the covered pavilion for seating. It also allows the lessor cost for Table and Chair rentals because 10 round tables with 60 chairs are stored on site. We only have to rent additional chairs for sitting throughout the park and rectangle tables for the caterer and tables for Sign in and Competition sign ups .

With the amphitheater it also allows staging to be eliminated as a line item

Catering

Rates are increasing each year with food cost. The caterers govern their expense on the total RSVP list submitted on the contracted deadline of which Caterers submit their food order and begin preparation for the upcoming event. Once RSVP's are taken it's a word of honor at this time and no way to determine if the employee will show to enjoy the day.

For example:

If 500 employees RSVP and only 350 show up

This line item can save the company money and or recoup monies. If procedures are not in place maybe consider implementing a new procedure with employees to avoid this type of spending and behavior, such as:

- **Communicate Consequences:** Make employees aware of the consequences for failing to attend a company-sponsored event after RSVPing. This could include reimbursement for any expenses incurred by the company due to their absence or disciplinary action if their absence is deemed unjustified.
- **Adjust RSVP Process:** Review the RSVP process for future events to make it more convenient and accessible for employees. Consider implementing reminders, deadlines, or confirmation procedures to reduce the likelihood of no-shows.
- **In House Promotion of the event:** To eliminate possible no shows each Department Manager start the promotion of Employee Fun Day six months before event date. Employees can suggest ideas for Fun Day to be considered for the Planner. Present these ideas to Event Planner three month from the event date.
 - Each month have each department to meet, plan and summit involvement ideas.

Certificate Of Completion

Envelope Id: F3AA394097DC4D38A75649CE9399692D Status: Completed

Subject: SIGNATURE: Employee Event Planning & Management Svcs Agreement-Vonda Parker Bella Faire (CMO/240546)

Source Envelope:

Document Pages: 28 Signatures: 4 Envelope Originator:

Certificate Pages: 5 Initials: 0 April Adolf

AutoNav: Enabled

Envelopeld Stamping: Enabled City Hall, Third Floor

Time Zone: (UTC-05:00) Eastern Time (US & Canada) Ocala, FL 34471 aadolf@ocalafl.gov

IP Address: 216.255.240.104

110 SE Watula Avenue

Record Tracking

Status: Original Holder: April Adolf Location: DocuSign

10/9/2024 10:10:01 AM aadolf@ocalafl.gov

Security Appliance Status: Connected Pool: StateLocal

Storage Appliance Status: Connected Pool: City of Ocala - Procurement & Contracting Location: DocuSign

William E. Sexton

B07DCEC4E86E429

DocuSigned by:

Signer Events Signature **Timestamp**

Vonda Parker Vonda Parker bellafaire@ymail.com -5422842BB9A24C9...

Owner

Security Level: Email, Account Authentication

Signature Adoption: Pre-selected Style (None) Using IP Address: 71.52.24.127

Signed using mobile

Electronic Record and Signature Disclosure: Accepted: 10/9/2024 11:16:41 AM

ID: 4e473f00-4591-4664-8766-2f0c8696c279

William E. Sexton wsexton@ocalafl.org

City Attorney City of Ocala

(None)

Signature Adoption: Pre-selected Style Security Level: Email, Account Authentication Using IP Address: 216.255.240.104

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Peter Lee Peter lu plee@ocalafl.org

City Manager City of Ocala

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Angel B. Jacobs

ajacobs@ocalafl.org City Clerk

Security Level: Email, Account Authentication

(None)

Angel B. Jacobs 8DB3574C28E54A5..

Signature Adoption: Pre-selected Style

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

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Electronic Record and Signature Disclosure:

Sent: 10/9/2024 10:51:35 AM Viewed: 10/9/2024 11:16:41 AM

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Sent: 10/9/2024 11:27:33 AM Viewed: 10/14/2024 11:09:17 AM

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Payment Events	Status	Timestamps	
Completed	Security Checked	10/23/2024 3:39:19 PM	
Signing Complete	Security Checked	10/23/2024 3:39:19 PM	
Certified Delivered	Security Checked	10/23/2024 3:38:47 PM	
Envelope Sent	Hashed/Encrypted	10/9/2024 10:51:35 AM	
Envelope Summary Events	Status	Timestamps	
Notary Events	Signature	Timestamp	
Witness Events	Signature	Timestamp	
Carbon Copy Events	Status	Timestamp	
Certified Delivery Events	Status	Timestamp	
Intermediary Delivery Events	Status	Timestamp	
Agent Delivery Events	Status	Timestamp	
Editor Delivery Events	Status	Timestamp	
In Person Signer Events	Signature	Timestamp	
Accepted: 10/23/2024 3:38:47 PM ID: 591974d4-eda5-45ba-b129-2b670daadfb7			

Timestamp

Signature

Signer Events

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