



**AGREEMENT FOR THE 2023 LEVITT AMP CONCERT SERIES
PRODUCTION AND MANAGEMENT SERVICES**

THIS AGREEMENT FOR THE 2023 LEVITT AMP CONCERT SERIES PRODUCTION AND MANAGEMENT SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **ONIRAM PRODUCTIONS, INC.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN: 73-1634604) ("Vendor").

RECITALS:

WHEREAS, on July 21, 2022, City issued a Request for Proposal ("RFP") from qualified firms for the provision of production and management services for the City's annual artist performance series, RFP No.: REC/220663 (the "Solicitation"); and

WHEREAS, five (5) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, the proposal submitted by Oniram Productions, Inc. was found to be the second highest; and

WHEREAS, After the termination of the highest-ranked proposer's contract, Oniram productions, Inc. was selected to provide production and management services for the remaining performances of the City's 2023 Levitt Amp Concert Series; and

WHEREAS, Vendor certifies that Vendor is qualified and possesses the required licensure, skills, and experience to perform the work required for the Services.

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:

TERMS OF AGREEMENT:

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: (a) this Agreement; (b) those documents listed in this section as Exhibits to this Agreement; (c) the City's Solicitation for the Project and the proposal submitted by Vendor in response to same (the "Solicitation Documents"); and (d) those documents identified in the Project Specifications section of this Agreement, if any. 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-2)
- Exhibit B: Price Proposal (B-1 through B-4)
- Exhibit C: Vendor Proposal (C-1 through C-13)

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; then (3) Exhibit C.



3. **SCOPE OF SERVICES.** Vendor agrees to provide all materials, labor, supervision, tools, accessories, equipment, permits, fees, testing, inspections, certifications, and all other things necessary for Vendor to perform its obligations under this Agreement as set forth in the attached **Exhibit A – Scope of Work** and the Contract Documents. The Scope of Services under this Agreement may only be adjusted by written amendment executed by both parties.
4. **COMPENSATION.** City shall pay Vendor an amount not to exceed **THIRTY-FIVE THOUSAND AND NO/100 DOLLARS (\$35,000)** (the "Maximum Limiting Amount") as full and complete compensation for the timely and satisfactory provision of Services during the initial Contract Term, in accordance with the pricing reflected in **Exhibit B – Price Proposal** attached hereto. The Compensation payable to Vendor under this Agreement may only be adjusted by written amendment executed by both parties.
 - A. The Compensation payable to Vendor under this Agreement shall be paid by City based upon a percentage of work completed as invoiced by Vendor and agreed and approved by the City's Project Manager.
 - B. **Invoice Submission.** Vendor shall invoice City for all work completed for each event. All invoices, reports, and other documentation submitted by Vendor shall include the City Contract Number, date, and assigned Invoice Number. Invoices, reports, and other documentation shall be submitted to the City Project Manager at: **City of Ocala Recreation and Parks Department; Attn: Leslie Nottingham, Cultural Arts Office 828 NE 8th Avenue, Ocala, Florida 34470; E-Mail: lnottingham@ocalafl.org; Phone: 352-629-8379.**
 - C. **Payment of Invoices by City.** The City Project Manager must review and approve all invoices prior to payment. The City Project Manager's review and approval shall not be unreasonably withheld, conditioned, or delayed.
 - 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 the 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 **APRIL 19, 2023** and continue through and including **AUGUST 18, 2023**. Time is of the essence with respect to the performance of all duties, obligations, and responsibilities set forth in this Agreement and the Contract Documents.
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, 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 (each a "Force Majeure" event). 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.
 - C. 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, or procedures of construction or safety precautions or programs incident Vendor's furnishing and performing the work.
8. **TERMINATION, BREACH, AND DEFAULT.** This Agreement may be terminated by either party for cause upon City or Vendor providing written notice to the defaulting party not less than **THIRTY (30) DAYS** prior to the date of termination in the manner specified for the giving of



Notices herein. Any such termination shall not affect the rights or obligations accruing to either party 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's performance or workmanship falls below acceptable City or trade standards;
 - (2) Vendor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;
 - (3) Vendor provides material that does not meet the specifications of the Agreement;
 - (4) Vendor fails to complete the work required within the time stipulated in the Agreement;
or
 - (5) 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; and (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 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. **PERFORMANCE EVALUATION.** At the end of the Agreement, City may evaluate Vendor's performance. Any such evaluation will become public record.
10. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT.** Vendors who enter into any agreement with the City of Ocala and fail to complete the contract term, for any reason, may be subject to future bidding suspension for **ONE (1) YEAR**, and up to a possible **THREE (3) YEAR** bid debarment for serious contract failures.
11. **VENDOR REPRESENTATIONS.** Vendor expressly represents that:
- A. Vendor has read and is fully familiar with all 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. Vendor possesses the capacity, professional experience, licensure, and skill necessary and required to perform the scope of services described herein.
 - E. **Public Entity Crimes.** Neither Vendor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or Vendors 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 City 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 contractor, supplier, subcontractor, or Vendor 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.

12. **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, procedures, and safety precautions or programs incident thereto.
 - C. Vendor shall be responsible to see that the finished work complies accurately with the Agreement 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.
13. **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.
14. **RESPONSIBILITIES OF CITY.** The following provisions are the responsibilities of the City:
 - A. City shall issue all communications to Vendor.
 - B. 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 – Scope of Work.**
 - C. City has the authority to stop work or to suspend any work at any time.
15. **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.
16. **COMMERCIAL GENERAL 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 general liability insurance with limits not less than:
 - D. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate (or project aggregate, if a construction project) for bodily injury, property damage, and personal and advertising injury; and



- E. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate (or project aggregate, if a construction project) for products and completed operations.
 - F. Policy must include coverage for contractual liability and independent contractors.
 - G. The City, a Florida municipal corporation, and its officials, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liabilities arising out of activities performed by or on behalf of Vendor. This coverage shall contain no special limitation on the scope of protection to be afforded to the City, its officials, employees, and volunteers.
17. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Vendor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement adequate workers' compensation and employer's liability insurance covering all of its employees in at least such amounts as required by Chapter 440, Florida Statutes, and all other state and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable. Vendor shall similarly require any and all of its subcontractors to afford such coverage for all of its employees as required by applicable law. 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. **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.**
18. **MISCELLANEOUS INSURANCE PROVISIONS.**
- 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.org. 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 an 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 and Professional Liability policies.
- 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 event 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.org
- 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.
19. **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.

20. **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.
21. **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.
22. **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.
23. **INDEPENDENT CONTRACTOR 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 contractor 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 City 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.
24. **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.



25. **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.
26. **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 Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.
27. **PUBLIC RECORDS.** The Vendor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Vendor shall:
- A. Keep and maintain public records required by the public City to perform the service.
 - B. Upon request from the public City's custodian of public records, provide the public City 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 the Vendor does not transfer the records to the public City.
 - D. Upon completion of the contract, transfer, at no cost, to the public City all public records in possession of the Vendor or keep and maintain public records required by the public City to perform the service. If the Vendor transfers all public records to the public City upon completion of the contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public City, upon request from the public City's custodian of public records, in a format that is compatible with the information technology systems of the public City.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE 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.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

28. **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.

29. **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.
30. **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.
31. **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.
32. **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.
33. **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.
34. **INDEMNITY.** Vendor shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless 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.
35. **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.

36. **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:

If to Vendor: Oniram Productions, Inc.
 Attention: Anthony Marino
 23 Bahia Trace Loop
 Ocala, Florida 34472
 Phone: 352-216-3271
 E-mail: amarino@oniramproductions.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.org

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.org

37. **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.
38. **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.

39. **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.
40. **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.
41. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all of whom shall be bound by the provisions hereof.
42. **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.
43. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
44. **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.
45. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
46. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
47. **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.

- 48. **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, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
- 49. **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 4/21/2023.

ATTEST:

CITY OF OCALA

DocuSigned by:

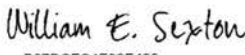
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 Angel B. Jacobs
 City Clerk

DocuSigned by:

 5677F71E38874F4...
 Ken Whitehead
 Assistant City Manager

Approved as to form and legality:

ONIRAM PRODUCTIONS, INC.

DocuSigned by:

 B07DCFC4E86E429...
 William E. Sexton
 City Attorney

DocuSigned by:

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By: Antony Marino
(Printed Name)

Title: CEO
(Title of Authorized Signatory)

Exhibit A – SCOPE OF WORK**CONTRACT# REC/ 230445****BACKGROUND**

1. Vendor shall produce and manage the 2023 Levitt AMP Concert series for the City of Ocala.
2. All work shall be coordinated through City Project Manager, Leslie Nottingham, 352-629-8379, E-Mail: lnottingham@ocalafl.org.
3. In the past, the City of Ocala has conducted and sponsored events within the community that mostly cater to community members, and people in immediate surrounding areas. Our goal is to create an atmosphere to attract new guests regionally and/or nationally. The ongoing performance series is anticipated to enhance the City's efforts to elevate the quality of events to attract the expanded desired demographic and help promote the City as a regional destination.

CITY'S ANNUAL PERFORMING ARTS PROGRAM

1. The City has created an annual performing arts program to expand arts and engagement throughout the City.
2. The Levitt AMP series or something similar, takes place between April and July. The City will utilize its public recreation venues including Tuscawilla Park, Tuscawilla Art Park, Citizen's Circle, and Webb Field at Martin Luther King Jr. Recreation Complex.
3. The annual Levitt AMP concert series will include up to (10) Friday or Saturday evenings.
4. Performances will feature a variety of national, regional, and local talent that will attract a broad range audience.
5. The City's objective is to attract citizens and people from all over, generate excitement for downtown, and positively impact downtown business economy.
6. **City reserves the right to determine which services will be secured on a case-by-case basis, based on the City's needs at that time.**

VENDOR RESPONSIBILITIES

1. **Vendor will work with the City Project Manager** to provide booking and contracting for national, regional, and local talent. Final approval for each act must be given by the City. Vendor shall assume full responsibility for communicating directly with band managers and/or booking agents to ensure artist tech rider expectations are met, including but not limited to proper equipment and set up of such. Additionally, the Vendor shall seek input for performers as suggested by the City, securing availability, cost, and other essential details in a timely manner as provided in the proposal.
2. **Talent Procurement.** Vendor shall be responsible for negotiating and booking acts for each performance as requested by the City. All acts and contractual agreements entered into on behalf of the City must be approved by the City Project Manager. Failure to obtain City's preapproval of agreements with talent will release City from any financial obligations thereof when Vendor is acting as a booking agent. The City retains the right to book its own acts in tandem with or outside of the Vendor as it deems appropriate.
3. **Artist Management.** Vendor will work directly with artist/band to meet on-site needs for the day of each event: load-in, sound check, hospitality (if requested) etc. Any and all hospitality costs for items requested by artist for the day of event (as explained in hospitality rider and negotiated by

Exhibit A – SCOPE OF WORK**CONTRACT# REC/ 230445**

proposer and artist management) shall be incurred by the vendor and passed on to the City. The City retains the right to facilitate its own artist management as listed above in tandem with or outside of the vendor as it deems appropriate.

4. **Event Staff Management.** Vendor will be responsible for securing adequate event staffing and security deemed appropriate by the City and as needed to supplement City services.
5. **Production Management.** Vendor will be responsible for securing competent, professional grade sound and lighting at a competitive cost which meets both the expectations of the City and artist for each concert. All rider and backline requests must be negotiated by vendor and artist management prior to concert series to ensure seamless set-up the day of each show. Vendor is also responsible for supplying any and all requested stage and tech labor as listed by artist.
6. **Ticket Pricing.** Vendor shall provide information regarding appropriateness of ticket pricing and information related to equivalent pricing for such artists.
7. **Site Coordination.** Vendor shall coordinate with City Project Manager regarding all site logistics management to ensure that each concert and/or performance art within the series is well produced

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 lost, damage, destroyed or stolen equipment, materials, property, or clothing.
3. Prior to completion, storage and adequate protection of all material and equipment will be the Vendor's responsibility.

EXHIBIT B
PRICE PROPOSAL

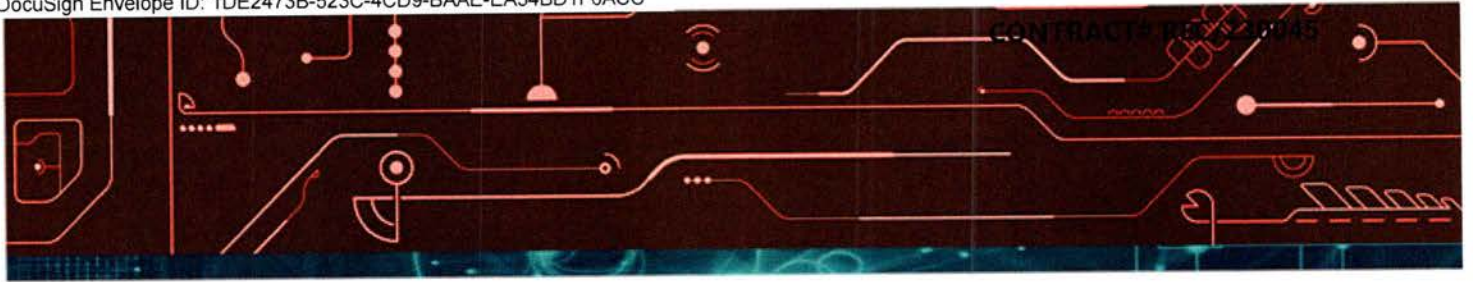
CONTRACT# REC/230045

As there are many variables with this, here is a very general list of costs our services could incur:

Description	Unit	General	Non-Water Proof	Water Proof
Event Management/Staffing				
Event/Stage Management	Per Event	Included	N/A	N/A
Production Assistants/Runners	Per Hour	\$55	N/A	N/A
Box Office Ticket/Merch Seller	Per Hour	\$55	N/A	N/A
Staging				
Load Bearing Stage Cover-Citizen's Circle	Each	N/A		\$5,000-\$9,000
Main Stage-Portable, Waterproof Stage	Each	N/A		\$3,000-\$8,000
Sound				
Main Stage Audio Package range (artist cost \$1000-\$75000)	Per Event	N/A	\$ 6,500.00	
Secondary Stage Audio Package (artist cost \$1000-\$75000)	Per Event	N/A	\$ 4,500.00	
Lighting				
Main Stage Lighting Package	Per Event	N/A	\$ 5,000.00	
Main Stage Spotlight Platform	Per Event	N/A	\$ 150.00	
Secondary Stage Lighting Package	Per Event	N/A	\$ 3,000.00	
Backline Range (minimal provided-maximum provided)	Per Event	N/A	\$0-\$600	
Other				
Main Stage Crash Barricade	Per Event	\$12 + Deliv.	N/A	N/A
Event Site Power/Generators (for stage)	Per Event	\$600-\$900	N/A	N/A
Event Security	Per Hour	\$65	N/A	N/A
Overnight Security	Per Hour	\$65	N/A	N/A
Artist Hospitality	Per Event	\$0-\$500	N/A	N/A
Backstage crew hospitality	Per Event	\$0-\$250	N/A	N/A
Stagehands	Per Hour	\$55	N/A	N/A
Booking Commission by artist range of cost	Per Event	10%	N/A	N/A
Promotions by cost	Per Event	10%	N/A	N/A
Inclusive Production Range if handled in-house	Per Event	75-95%	N/A	N/A
Sponsorship Outreach	Per Hour	10%	N/A	N/A
Proposed Secured Sponsorship Levels (Small Event)	Per Event	2 to 5	N/A	N/A
Proposed Secured Sponsorship Levels (Large Event)	Per Event	5 to 8		
Fencing Range by footage	Per Foot	\$12-\$24	N/A	N/A

GETTING QUALITY WITHOUT PAYING FOR IT

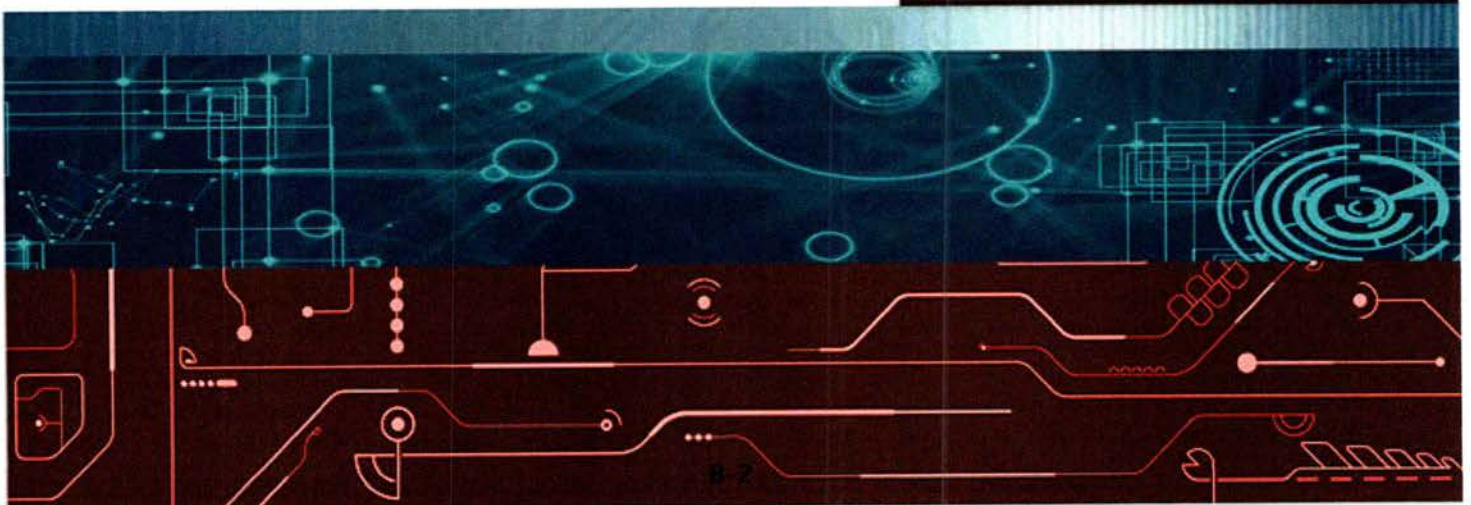
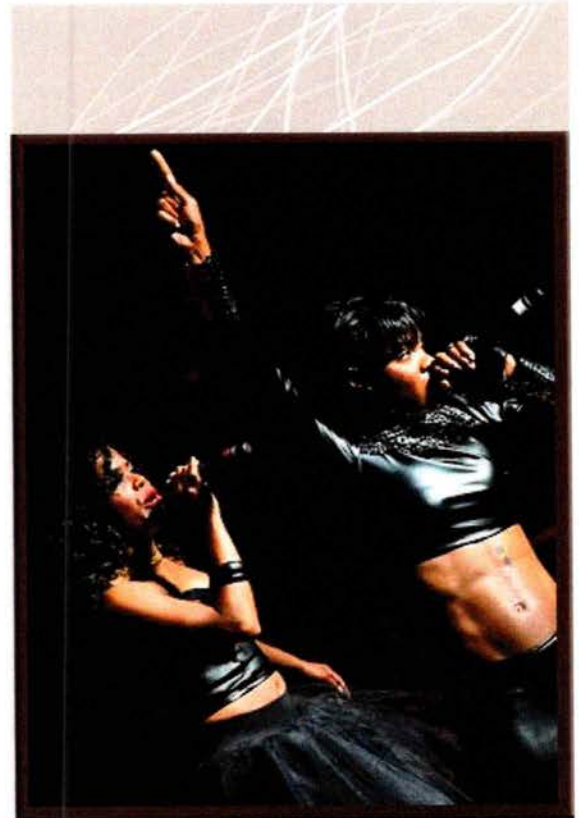
Prices are variable based off of the event. We would also be open to trading some of the costs for sponsorship opportunities allowing us to broadcast our services more while keeping the overhead down on the overall cost.

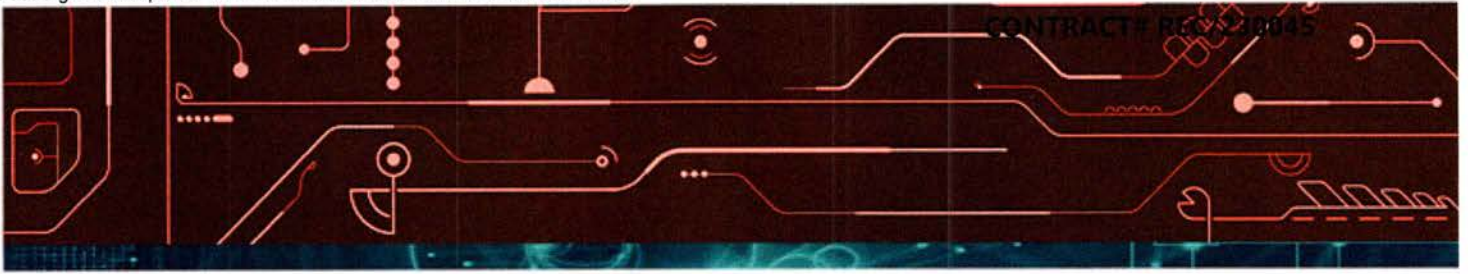


Price Proposal

SPONSORSHIPS

Having a known brand, such as Feel Downtown Live, and a good history opens up the opportunity for larger acts and sponsors. Sponsors want their brand seen by the masses and want to be a part of popular events. Our sponsor team will work to get the appropriate national sponsors to cover a bulk of the expenses incurred at the events. We will look at the proposed costs, and determine how much should come from national, regional and local sponsors.





Price Proposal

REVENUE

National Sponsors

The bulk of revenue should be through large national sponsors. Some of these larger sponsors have acts that they work with. This would allow a larger act to play at your event for little to no cost as long as you can meet their requirements. Some of these would include a minimum attendance number during previous years, history of the event and the type of event.

Local Sponsors

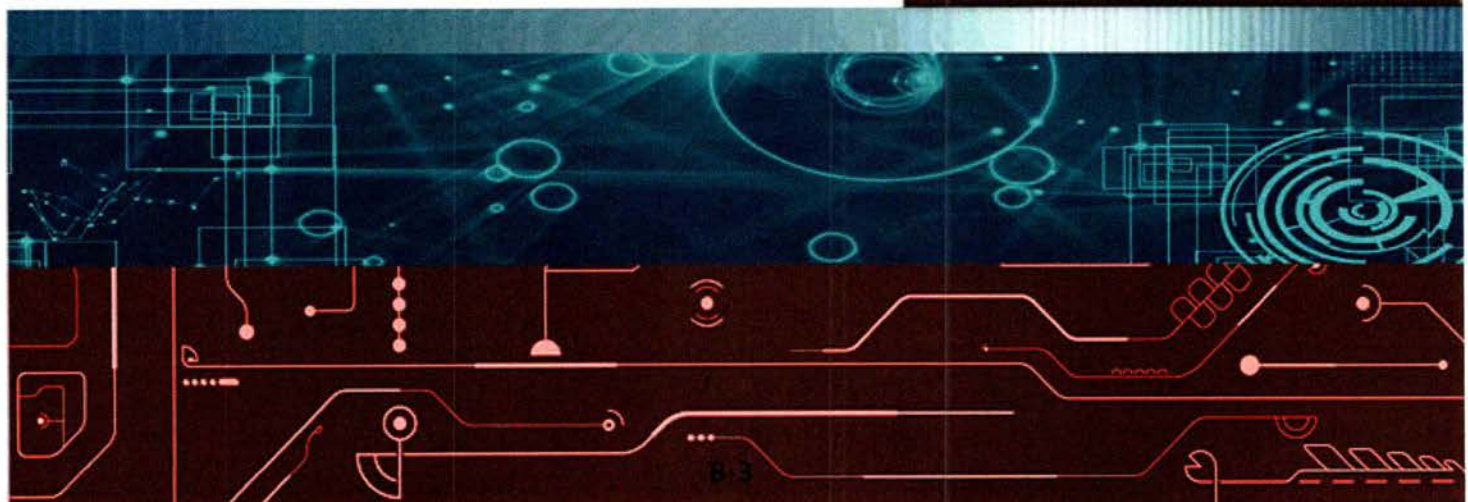
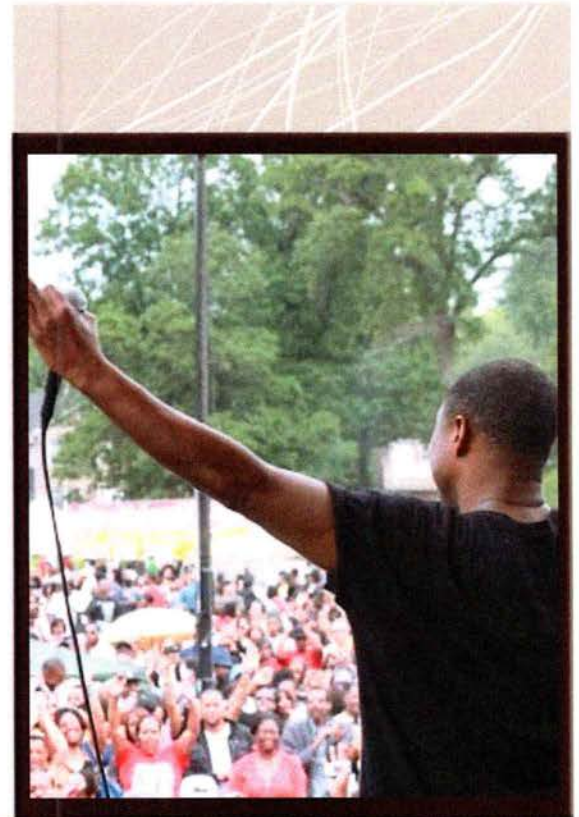
Part of doing a community event is including the community. Having all large sponsors and nothing local can turn away a crowd and doom an event. Although local sponsors won't generally be able to make the same kind of dent in the overall budget, they can provide food for the VIP area, entertainers and workers and assist with advertising. This exchange may not seem as revenue up front, but by lowering the costs of the event, you have a better chance of being reimbursed and making a profit.

Vendors

Revenue can be generated by food vendors and merchandise vendors in either a flat fee, or sales percentage. Artist merchandise can all be tapped into. (Generally, a dedicated professional looking manned booth will need to be setup and run for that.)

Valet Parking

When it's going to get crowded, valet parking can be very profitable. During a packed concert at Citizens' Circle, if the bottom level of the parking garage was dedicated to valet parking, you would have a short run to the vehicles, and less hassle for attendees.





PRICE PROPOSAL

REVENUE

VIP

Even though the bulk of the events are free to the public, there can be VIP passes available. In the past, all this offers the guests are seats down front, a meet & greet session and a couple other smaller amenities. Utilizing sponsors, which was touched on earlier, we can create a VIP area giving the guests a much better experience costing nothing more and allowing you to sell higher priced tickets for these amenities. To get more specific, at the Cattle Drive, if you had the Budweiser Experience for VIPs, we could have Budweiser setup an area that allows the VIPs samples of their products, have Mojo's provide a small buffet, plus the better seating for the concert and a meet & greet after the show. Budweiser would setup and staff the area, and it wouldn't cost you anything. You could do the same thing with the Harvest Fest and Corona.

Merchandise

Solidifying and marketing the brand will allow you merchandise options. Feel Downtown Live shirts, bags, etc. If your brand is known, people will buy.





23 Bahia Trace Loop, Ocala, FL 34472 352.216.3271

To,

Maria Tomlin
City of Ocala
110 SE Watula Avenue
Ocala, FL 34471

August 15, 2022

Dear Ms. Tomlin,

Oniram Productions, Inc. has a proven track record for handling events for the city of Ocala. Over the last several years we have provided production for the Levitt Amp Ocala Music Series, Light Up Ocala, Cattle Drive, Motown Downtown, and several others. We are solid, dependable and have what it takes to continue being your production provider!


As you will see in this proposal, we have the experience in what has been done, but also in what is yet to come. We designed and, as of this proposal, are installing all of the audio/visual systems in the new Mary Sue Rich Community Center. You won't find any other company around that knows that system as well as we do.

As a local company, we value the support of the city and community. This relationship has allowed us to keep expanding which in turn allows us the opportunity to provide bigger and better back to the community. We do bigger shows while being more cost-friendly as a way to say thank you back to the community. This relationship is a win-win!

Although our previous experience handling everything this posting has asked for will speak for itself, we hope you find a couple of new additions in this proposal that might make our future relationship even better!

Thank you,

www.OniramProductions.com
AMarino@OniramProductions.com

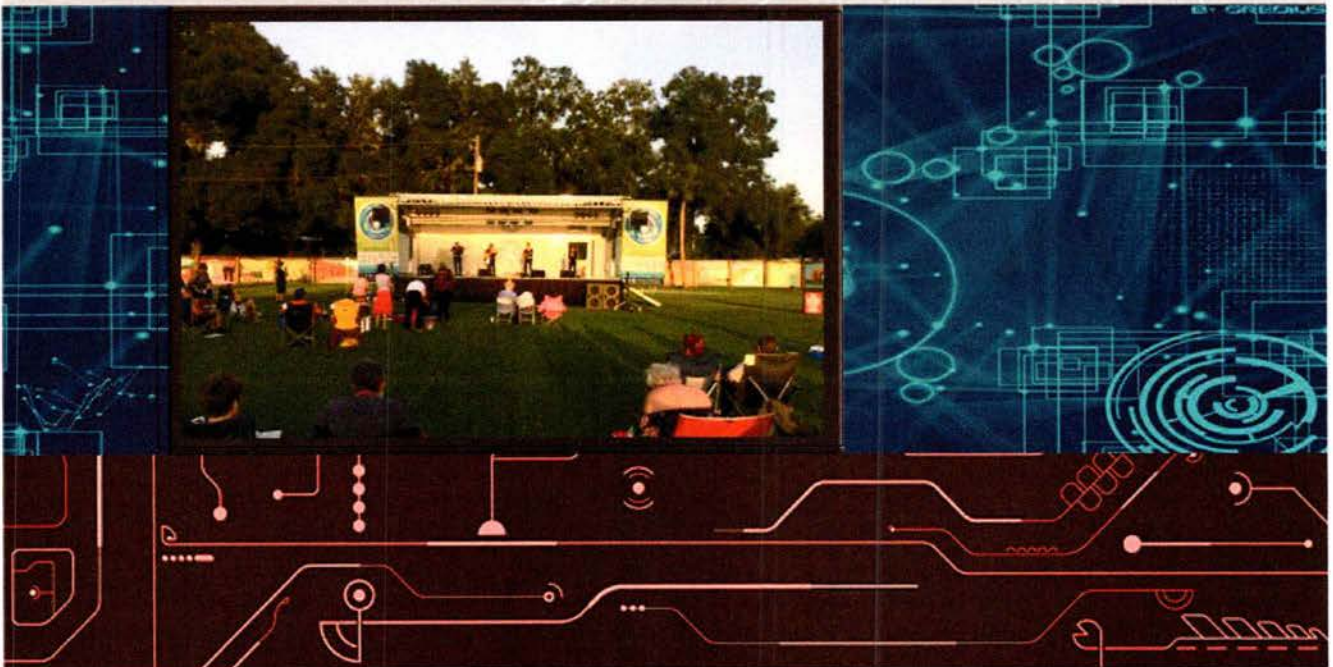


ONIRAM PRODUCTIONS, INC.

THE ONLY LIMIT IS IMAGINATION...

Concert Series Production

A PROPOSAL TO: City of Ocala



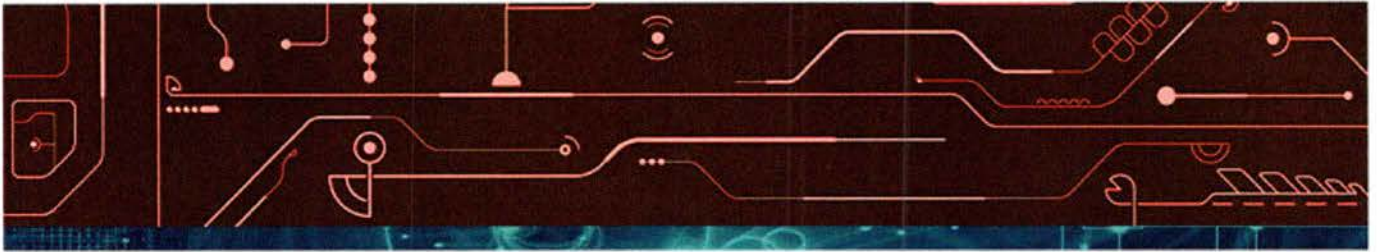
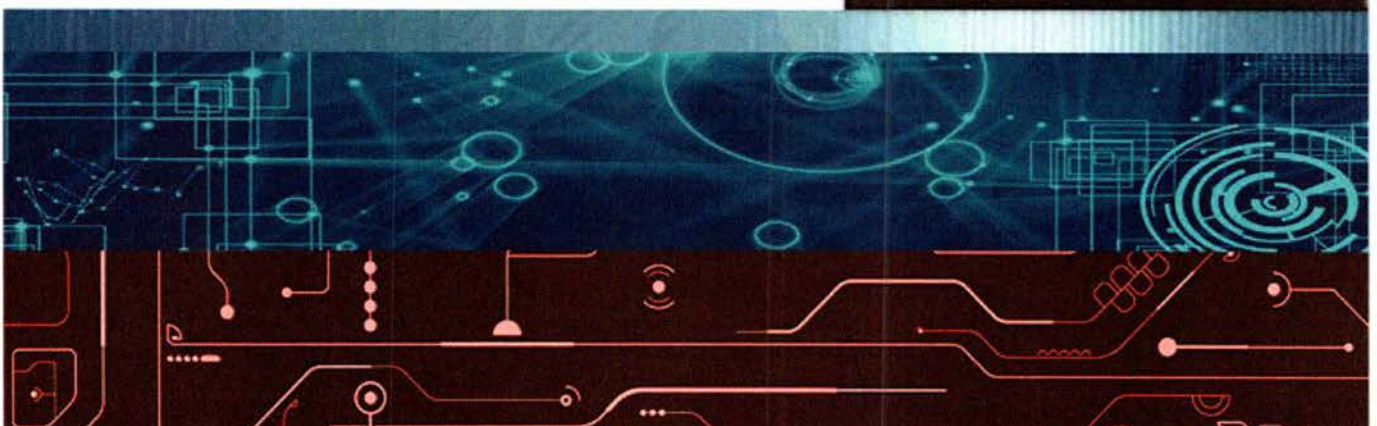
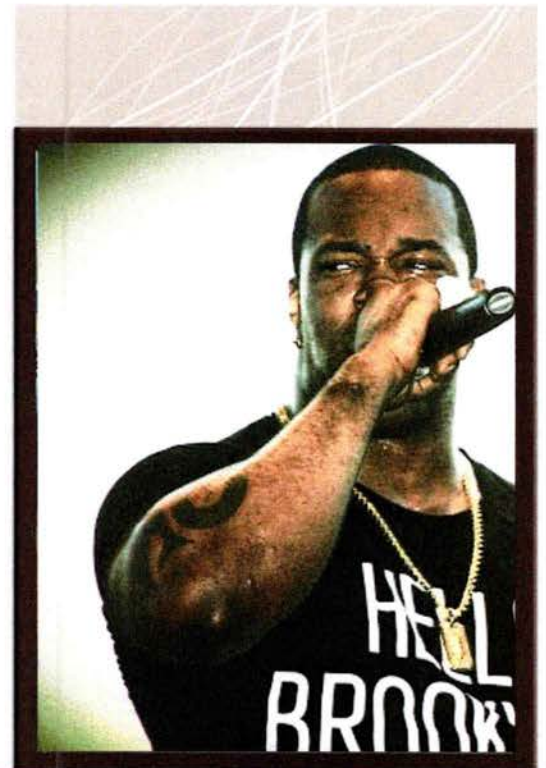
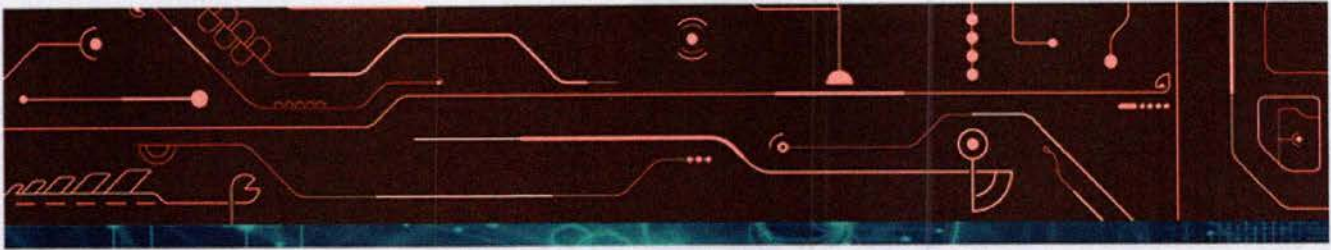


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 ONIRAM PRODUCTIONS, INC.





COMPANY INFORMATION



ONIRAM PRODUCTIONS, INC.

Anthony Marino
CEO

Main Contact
23 Bahis Trace Loop
Ocala, FL 34472
352-216-3271

AMarino@OniramProductions.com

www.OniramProductions.com

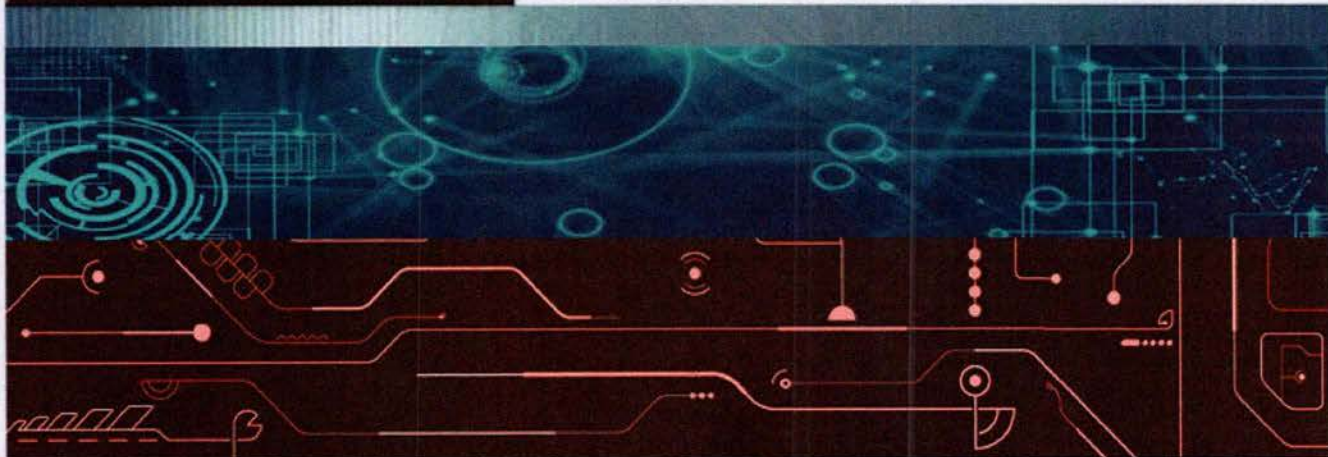
FEIN: 73-1634604

TEAM MEMBERS:

Jason Parsons
Lighting Designer

Chad Pavlivich
Stage Management

Nelson Legares
Audio





 **ONIRAM PRODUCTIONS, INC.**

THE ONLY LIMIT IS IMAGINATION...

A BRIEF HISTORY:

Oniram Productions, Inc. has been involved in almost every aspect of production on a global scale for more than 20 years! Our credits range from Bill Cosby and Jason Aldean, to sound design for Disney parades and award-winning shows on the world's largest cruise ships. Our goal is to create the most enjoyable atmosphere for your guests while remaining budget conscious.

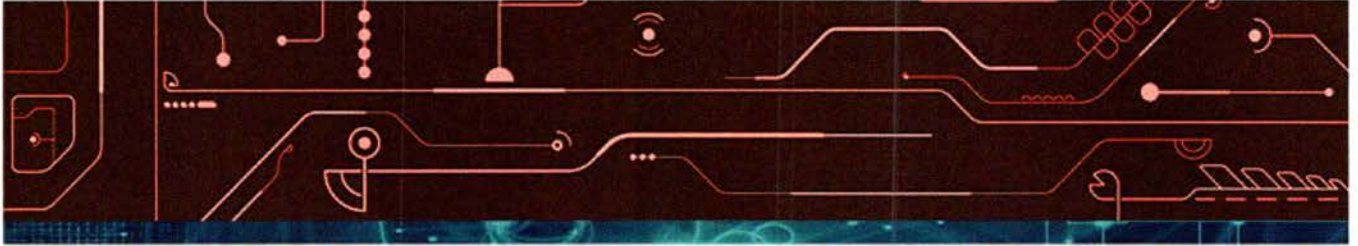
The founder of the company, Anthony Marino, started behind the sound desk but his curiosity of other creative aspects in the entertainment industry led to further studies attaining certifications from High End Systems covering lighting repair, and L.C.S. involving programming of cutting edge show control and audio playback systems. Anthony is definitely an outside-the-box thinker! He can take your dream and quickly toss it into a realm you never thought possible, and understands the technical process involved to get you there.

After many years on the high seas working with Celebrity Cruises, Royal Caribbean and other cruise lines, Anthony thought it might be time to settle down a bit and in 2016 made it official with the new location of Oniram Productions, Inc. The new facility houses a multi-room recording studio, video editing suite, rehearsal room and just enough space for all of the equipment gathered along the way.

"Our attention to detail and technical expertise will make any event seamless and outstanding. From the pre-production phase of working with the client, paperwork and scheduling to the final layout and event, we are a step above the rest!"



Anthony Marino
Founder and CEO



STAFFING PLAN

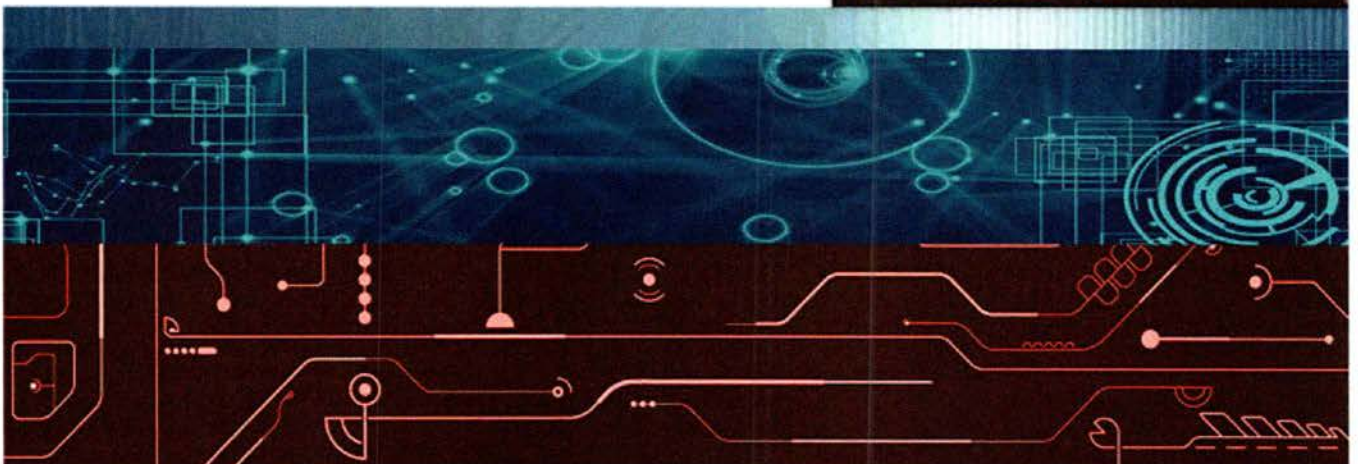
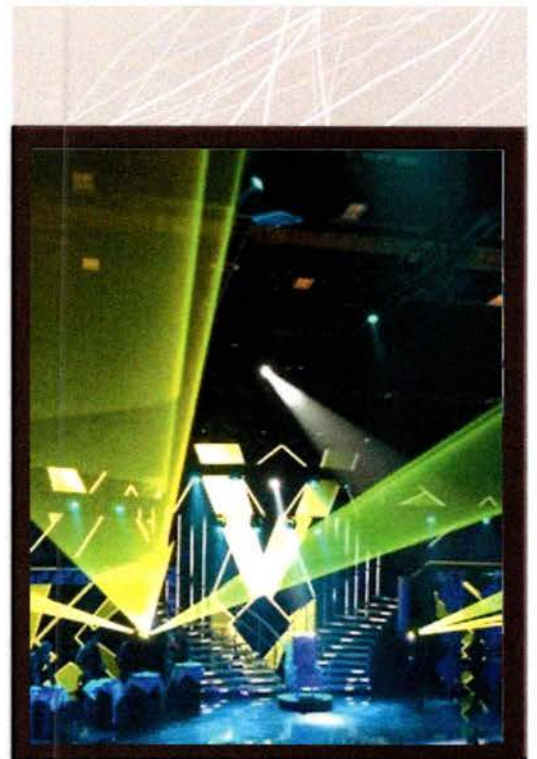
Anthony Marino is the Team Leader, Production Coordinator and is the Main Contact for the city. He will interface and lead the presentations before and after the shows, work with the artists' riders, and hire and run the technical team that will run the shows. His workload will start off light and become gradually heavier as the show date arrives.

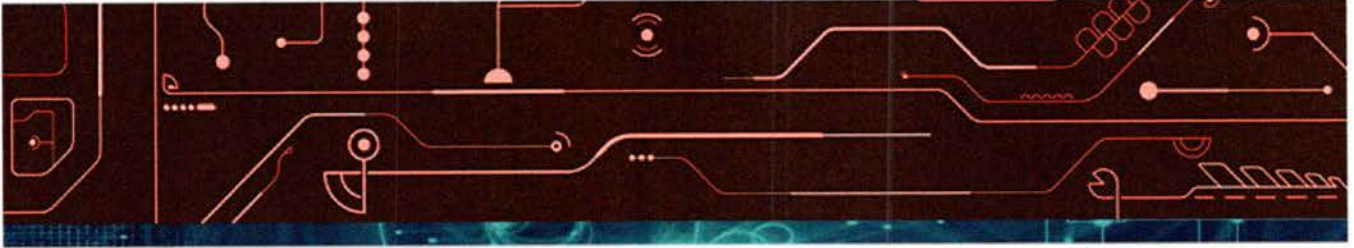
Jason Parsons will be the second in command, and the eyes and ears if Anthony is not around.

Chad Pavlovich is in charge of the stage, layout, safety and loading.

Nelson Legares is the secondary audio engineer. Having much experience on larger projects, he will take over audio if Anthony is not around or to assist on larger events.

We will from time to time bring in other well qualified technicians as the project calls for it.

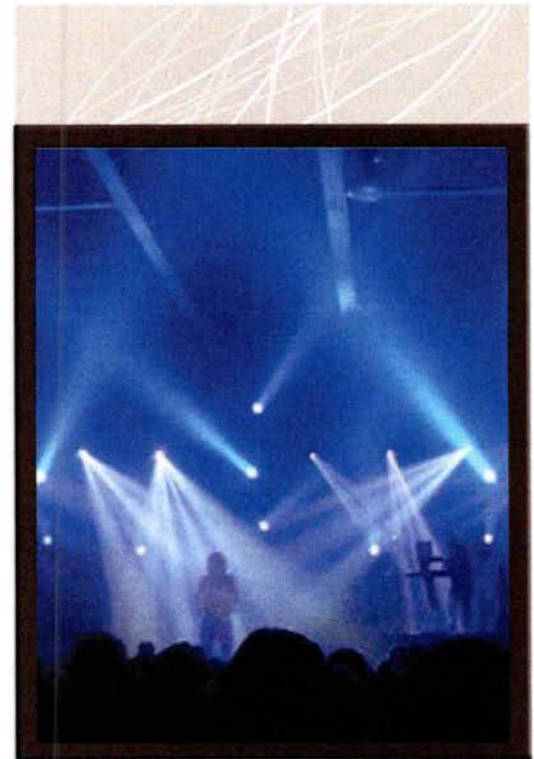




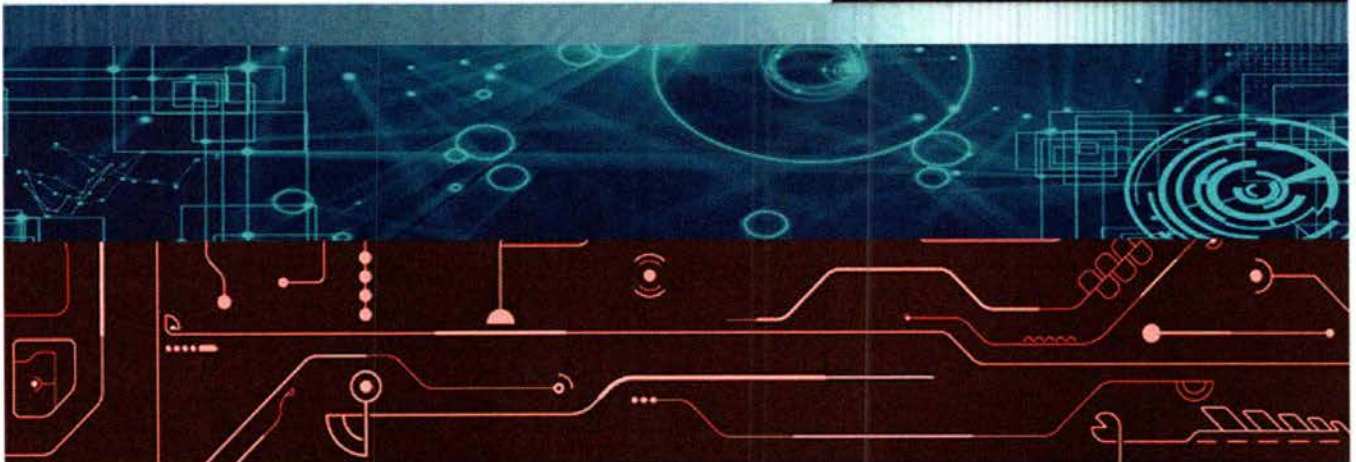
METHODOLOGY

Our plan of attack is having Anthony Marino, being the main contact and team leader, interface between the city and the team. Once the project comes up, Anthony will meet with the coordinator to discuss the scope of the event and what we will need. Anthony will present options and a rough budget to the city, including any sponsorship ideas. Once that has been decided, Anthony will create an overview of the event and work with the coordinator on the production needs.

Anthony will coordinate and oversee the event on show days. After the event,



 **NIRAM PRODUCTIONS, INC.**





 ONIRAM PRODUCTIONS, INC.

Timeline

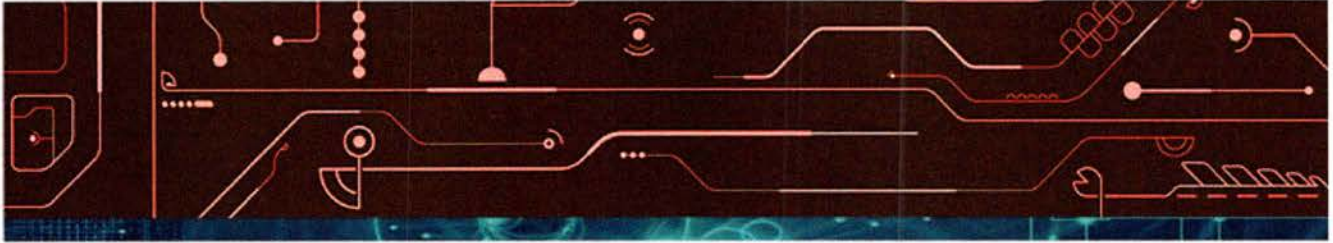
A larger scale show will typically need to be started about a year out. This is for larger entertainers. If we are considering an existing event that we are doing, shortly after the show ends, and once all the data is processed, you need to start working on next year's version. This allows you time to have a better pick of acts, you can ride off of some of the 'buzz' from the last show and gives you plenty of time to get bigger sponsors before they spend all of their budgets.

Keeping that in mind, here is a basic timeline of how a larger scale show should be planned out:



~1 Year	Initial concepts drawn up with act possibilities and rough budgets.
10 Months	Act possibilities narrowed down, and availability checked.
9 Months	Permits applied for/approved Event insurance obtained (when necessary) Contracts signed by artists. Sponsorship gathering starts.
6 Months	Marketing and advertising refined. Teaser ads posted. Production secured. Vendor inquiries. Develop security/emergency plans
3 Months	Advertising starts. Vendors confirmed. Preliminary layout approved with contingency plans Develop security/emergency plans
3-4 Weeks	Finalize logistics Confirm vendors, act, supplies and volunteers/workers
Week of	Execution of plans



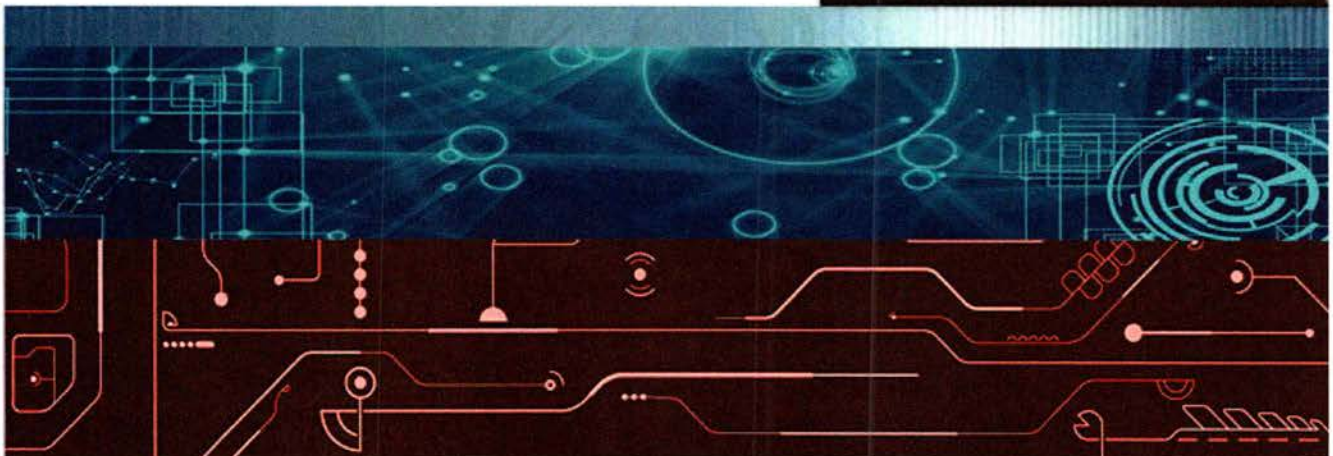


Summary of Litigation

Oniram Productions has not been involved in any kind of litigation in the last three years.

INSURANCE

Oniram Productions is currently insured by Hiscox Insurance Company, policy# P100.010.747.2 in which the City of Ocala is listed as Additionally Insured. This policy has sufficed for the work that has been completed on events up to this point. If any further coverage is needed, upon award of a contract, we will update our insurance to comply with the requirements within ten (10) days. Our policy is currently on file with the city. Additional copies can be furnished if needed.





Additional Information

BRAND MANAGEMENT

This has been mentioned a few times in this proposal, so I wanted to make sure it gets explained properly. When we say that we want to solidify the brand, we are talking about the names of the events. This should be what everyone recognizes. When people talk about coming to our events, they shouldn't say they are going to the A Day To Remember concert, they should say they are going to Harvest Fest, or Motown Downtown. Even better, we need to focus on just one brand that encompasses all of what we do. Take Feel Downtown Live, for example. That should be what is focused toward the public, and that's what should be known. That's the brand, and everything should go under that name. We want the name to be bigger than the acts that perform at the events. Just like the Ultra Music Festival. That's a brand that had a very shaky start, but through specific marketing, it's become global! Now you just know that you're going to Ultra, and it doesn't matter who is playing because you know it's going to be a good time.

Coming up with strategic plans on how the name can be pushed and focused, sponsors will be knocking down the door trying to be a part of our events. There will be no problem recouping costs and creating profit at the events.



SECURITY

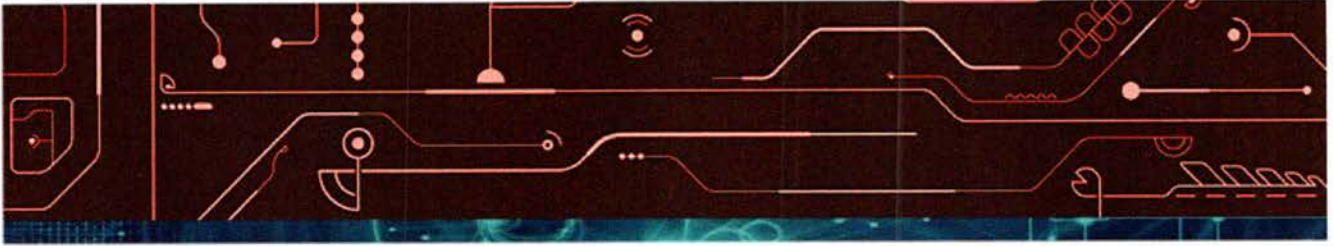
The safety and security at public events is a high priority of ours. Working closely with private security companies, we have learned that in live event scenarios, you should have one member of security per one hundred guests. This is a point that I think should be considered regardless.



MARY SUE RICH COMMUNITY CENTER

In 2020, we designed an audio and lighting system for the Mary Sue Rich Community Center. In June of this year, we complimented that design including a video system. We are now in the process of installing that total AV solution. We will be training staff and creating documentation. We will be designing the way that venue works and how it can be operated. If this request for proposal includes this venue and it's operation, we are by far the best to operate, troubleshoot and provide production equipment and services for events there.



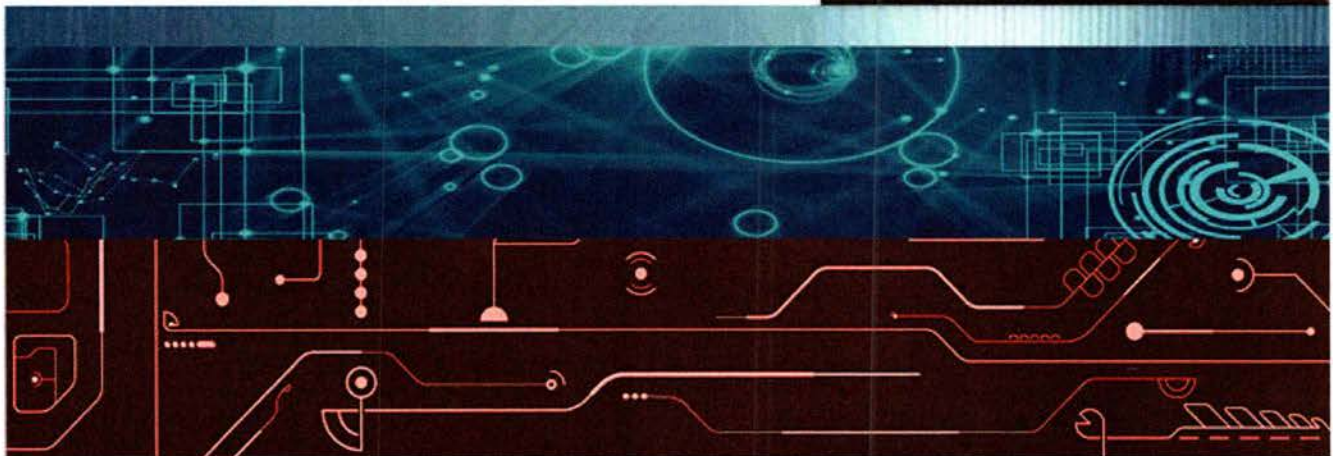


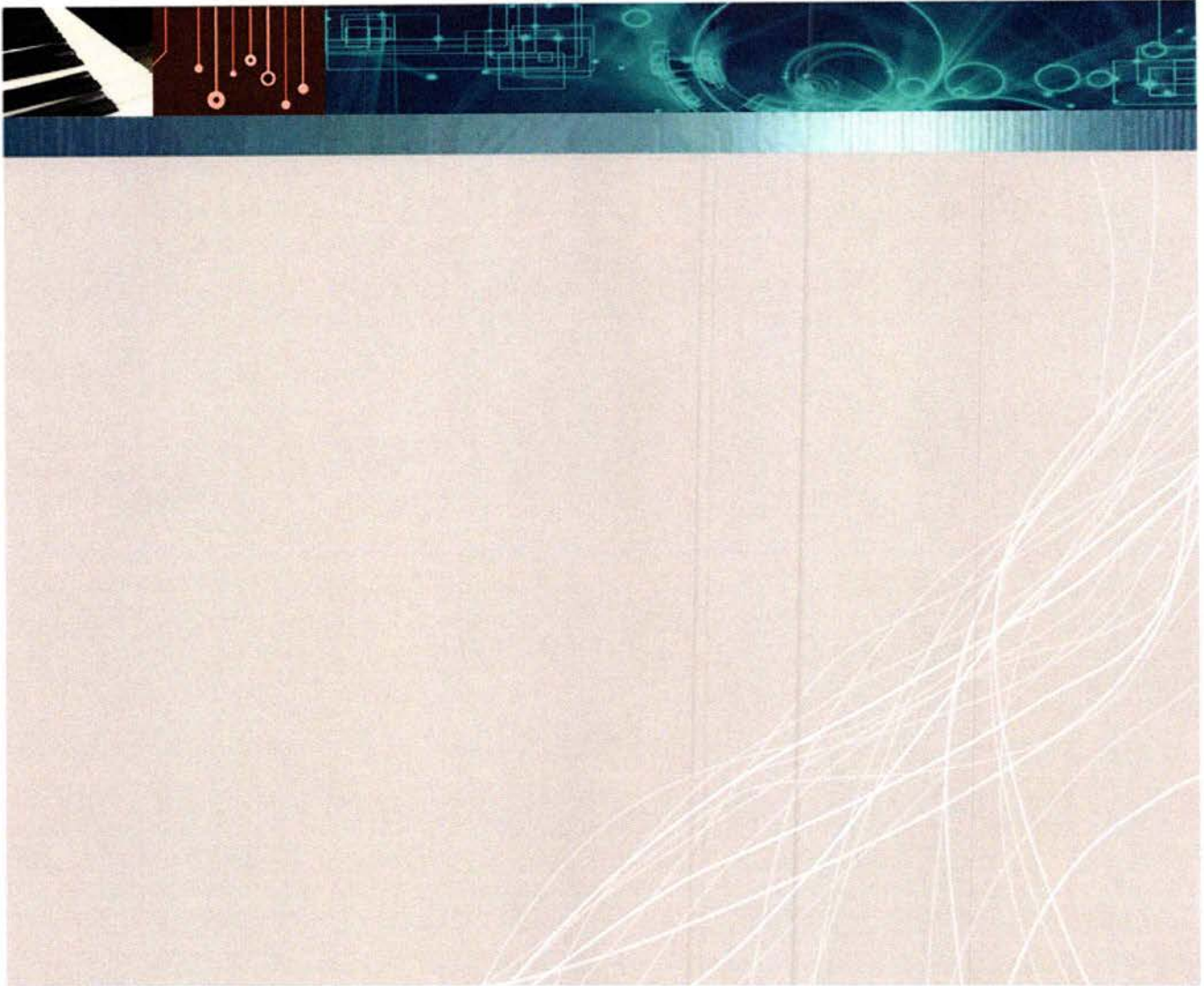
Conclusion

We would like to sincerely thank you for allowing us the opportunity to throw out some ideas and pitch for this contract. Growing up in Ocala and seeing how far live entertainment has come, even over the last 5-years, is amazing. We are hoping that by adding our specialties to what you have right now helps take things even further.

If we can answer any questions in further detail, please let us know and we can come in and present all of this and more in person. Feel free to contact any of us at any time.

Anthony Marino
Founder and CEO

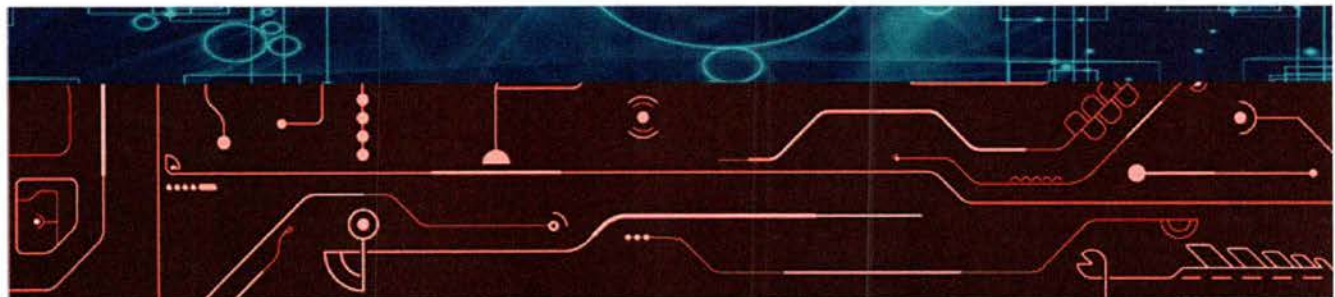




ONIRAM PRODUCTIONS, INC.

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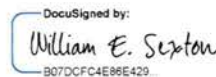
William E. Sexton

wsexton@ocalafl.org

City Attorney

City of Ocala

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Ken Whitehead

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Assistant City Manager

City of Ocala

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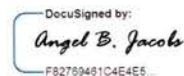
Angel B. Jacobs

ajacobs@ocalafl.org

April 19

City of Ocala

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