

***Request for Qualifications  
RFQ #26-001-ED***

***Presenting Partner  
for the  
Garden Theatre on Plant***

*City of Winter Garden  
300 West Plant Street  
Winter Garden, FL 34787  
(407) 656-4111*



## SCOPE OF SERVICES

The selected Presenting Partner will be responsible for:

- Developing and presenting a season of live performances including but not limited to theatrical productions, concerts, comedies and other similar events.
- Ensuring programming aligns with the City's goals of family-friendliness, entertainment value and economic vitality.
- Coordinating with the City on scheduling, marketing, and facility use.
- Managing all aspects of production, including staffing, licensing, and ticketing.
- Submitting all proposed programming and promotional materials for City approval.
- Maintaining required insurance and complying with all applicable laws and City policies.
- Reserving and coordinating designated programming time for:
  - City-sponsored events and civic programming
  - Local public and private school programming, including school clubs and student performing arts organizations
  - Local nonprofit organizations serving the Winter Garden community

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## SUBMISSION REQUIREMENTS

Submissions shall be limited to **thirty-five (35) 8.5" x 11" pages**, single-sided, portrait orientation, 12-point font (excluding covers, dividers, and a 2-page cover letter). Required materials include:

### I. Qualifications

- Description of relevant experience in producing or presenting live theatrical or performing arts events.
- Organizational structure and key personnel.
- List of similar projects completed within the past five (5) years with an overview description, event/performance type, targeted audience, production budget and notable accomplishments.
- Three (3) client references with contact information.
- Proof of insurance or statement of insurability.
- Financial statement or funding plan.

## **II. Programming & Outreach**

- Sample programming plan and philosophy.
- Marketing and audience development strategy.
- Community engagement and outreach efforts.

## **III. Office Location**

- Location of primary office and proximity to Winter Garden.
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## **INSURANCE REQUIREMENTS**

The successful respondent shall be required to provide evidence of the following minimum insurance coverage:

- General Liability Insurance: \$2,000,000 per occurrence
  - Automobile Liability Insurance: \$2,000,000 per occurrence
  - Workers' Compensation Insurance: As required by Florida law
  - The City of Winter Garden shall be named as an additional insured on all applicable policies.
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## **SELECTION CRITERIA**

Qualification packages will be reviewed and evaluated by a selection committee based on the following criteria:

1. Relevant experience and qualifications – 30%
  2. Quality and alignment of proposed programming – 25%
  3. Organizational capacity and financial stability – 20%
  4. Community engagement, outreach strategy and philosophy – 15%
  5. References and past performance – 10%
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## **SELECTION PROCEDURES**

A City selection committee will evaluate each respondent's qualifications and may shortlist firms or individuals for interviews or presentations. During the evaluation process, the City reserves the right to request additional information or seek clarifications from one or more respondents. The committee will recommend a finalist to the City Commission for approval. The selection or

ranking of respondents does not constitute a contract. There is no contract unless and until the City Commission approves a contract at a public meeting and a contract is executed by the parties. The City reserves the right to cancel this RFQ at any time up until there is an awarded and executed contract. The City reserves the right to reject any or all submittals and to negotiate with the most qualified respondent. In no event shall the City be responsible for any response or proposal preparation costs or other expenses incurred by the responders in responding to this RFQ.

The City shall be the sole judge of its own best interests, the responses/proposals, and the resulting negotiated contract, if any. If a contract cannot be reached with the highest rated responder, the City reserves the right to negotiate and recommend contract award to the next highest rated responder or subsequent responder until a contract is reached.

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## **PROCUREMENT PROTEST**

Procurement protests will be governed by and handled in accordance with the City of Winter Garden Purchasing Manual, which is incorporated herein by this reference. Failure to timely file a written bid protest and pay the required bid protest fee in accordance with the Purchasing Manual shall constitute a waiver and invalidation of any protest to the award of contract under this solicitation.

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## **PUBLIC RECORDS**

Florida has a broad public records law that requires the City to allow inspection and copying of public records upon request subject to few exemptions. In accordance with Chapter 119, Florida Statutes (Public Records Law), and except as may be provided by other applicable State or Federal Law, all proposers should be aware that Request for Proposals and the responses thereto are in the public domain. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation and must identify the data or other materials to be protected by separate envelopes and must state the reasons why such exclusion from public disclosure is necessary pursuant existing Florida law. Ownership of all data, material, and documentation originated and prepared for the City pursuant to this request for services shall belong exclusively to the City and be subject to public inspection in accordance with the Public Records Law. Trade secrets or proprietary information submitted by a proposer shall not be subject to public disclosure under the Public Records Law; however, the proposer must invoke the protection of this section prior to or upon submission of the data or other materials and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary.

## **CONE OF SILENCE**

To ensure a fair and transparent RFQ process by restricting communications between potential respondents and City officials during the solicitation period, a Cone of Silence/Lobbying Blackout Period begins upon issuance of this RFQ #26-001-ED. For awards requiring City Commission approval, the Cone of Silence/Lobbying Blackout period concludes at the meeting which the City Commission will be presented with the award(s) for approval or a request to provide authorization to negotiate a contract.

However, if the City Commission refers the item back to the City Manager and/or Procurement Division for further review or otherwise does not take action on the item, the Cone of Silence/Lobbying Blackout Period will be reinstated until such time as the City Commission meets to consider the item for action. The Cone of Silence/Lobbying Blackout Period for award requiring the City Manager approval concludes upon issuance of a Notice of Intent to Award.

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## **NEGOTIATION OF PRESENTING AGREEMENT**

The City will draft and negotiate a presenting agreement with the most qualified respondent at a rate and scope deemed fair and reasonable. If an agreement cannot be reached, the City may negotiate with the next most qualified respondent. The terms of the presenting agreement will include, but will not be limited to, addressing the following matters in more detail:

### **1. Purpose**

To establish the terms under which the Presenter will present live theatrical productions and other related live performance programming at the City-owned Garden Theatre on Plant located at 160 W. Plant Street, Winter Garden, FL 34787. Programming must promote a family-friendly atmosphere, have desirable entertainment value and serve as an economic driver for downtown vibrancy.

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### **2. Term**

This Agreement shall commence on April 23, 2026, and continue through April 22, 2028, unless terminated earlier in accordance with Section 8.

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### **3. Use of Facility**

- Presenter shall submit all proposed productions and programming to the City for prior written approval.
- The City reserves the right to deny or revoke use of the Theatre if the event violates law, poses a risk to public safety, or conflicts with accessibility requirements.
- Presenter shall not imply City sponsorship or endorsement without written permission.

- Presenter shall reserve and coordinate programming time for:
    - City-sponsored events
    - Local performing arts schools and school clubs
    - Local nonprofit organizations
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#### **4. Responsibilities of the Presenter**

- Provide a production/event plan, budget, and pro forma for City review.
  - Manage all creative content, rights, and physical production elements.
  - Provide performers, technical staff, front-of-house staff, and concessions personnel.
  - Submit all marketing materials for City approval.
  - Maintain general liability insurance of \$2,000,000 per occurrence, naming the City as additional insured.
  - Ensure compliance with all applicable laws, including ADA and non-discrimination.
  - Remove all production materials and clean the facility post-event.
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#### **5. Responsibilities of the City**

- Provide access to the Garden Theatre and basic theatre equipment.
  - Maintain utilities and general maintenance.
  - Designate a liaison for scheduling and coordination.
  - May provide optional marketing support as negotiated per production (fees may apply).
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#### **6. Financial Terms**

- Presenter shall pay a facility use fee, percentage of gross ticket sales or a combination thereof, which shall be negotiated for each production/performance agreement.
- A \$1,500 refundable damage deposit per production/performance agreement is due upon signing.
- Concessions sales and use of concession area shall be negotiated per production/performance agreement.
- Full payment of agreed upon facility use fee (excluding percentage of gross ticket sales) is due 30 days prior to the event.

- Sponsorship proceeds obtained by each party shall be retained by that party.
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## **7. Insurance and Indemnification**

- Presenter shall maintain:
    - General liability: \$2,000,000 per occurrence
    - Auto liability (if applicable): \$2,000,000
    - Workers' compensation (if applicable)
  - The City shall be named as an additional insured.
  - Presenter shall indemnify and hold harmless the City from all claims arising from its use of the facility. The City will not indemnify and hold harmless the Presenter. The City will not waive any sovereign immunity protections.
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## **8. Termination**

- Either party may terminate this Agreement with 30 days' written notice.
  - The City may immediately terminate this Agreement at any time for cause.
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## **9. Miscellaneous**

- This Agreement constitutes the entire understanding between the parties.
  - Amendments must be in writing and signed by both parties.
  - Venue for disputes shall be in **Orange County, Florida**.
  - The prevailing party in litigation shall be entitled to attorney's fees.
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**COMPANY INFORMATION / SIGNATURE SHEET**

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Presenting Partner for the Garden Theatre on Plant**

FAILURE TO COMPLY WITH THESE RFQ INSTRUCTIONS AND ACKNOWLEDGE ADDENDA WILL RESULT IN DISQUALIFICATION OF YOUR QUALIFICATION PACKAGE. PLEASE SIGN BELOW ATTESTING THAT YOU HAVE READ AND UNDERSTAND ALL RFQ INSTRUCTIONS AND THAT YOU UNDERSTAND THAT THE SUCCESSFUL RESPONDENT WILL BE REQUIRED TO ENTER INTO A LEGALLY BINDING CONTRACT WITH THE CITY OF WINTER GARDEN.

**ADDENDUM ACKNOWLEDGEMENT**

THE PROPOSER SHALL ACKNOWLEDGE OBTAINING ALL ADDENDA ISSUED TO THIS FORMAL RFQ #26-001-ED FROM THE CITY'S WEBSITE BY COMPLETING THE BLOCKS BELOW. FAILURE TO ACKNOWLEDGE ALL ADDENDA WILL BE CAUSE FOR REJECTION OF THE RESPONSE.

ADDENDUM NO. \_\_\_\_\_ DATE ISSUED: \_\_\_\_\_  
ADDENDUM NO. \_\_\_\_\_ DATE ISSUED: \_\_\_\_\_  
ADDENDUM NO. \_\_\_\_\_ DATE ISSUED: \_\_\_\_\_  
ADDENDUM NO. \_\_\_\_\_ DATE ISSUED: \_\_\_\_\_

\_\_\_\_\_  
COMPANY NAME TELEPHONE (INCLUDE AREA CODE)

\_\_\_\_\_  
ADDRESS FAX (INCLUDE AREA CODE)

\_\_\_\_\_  
CITY ST ZIP E-MAIL ADDRESS

IF REMITTANCE ADDRESS IS DIFFERENT FROM PURCHASE ORDER ADDRESS, PLEASE INDICATE BELOW:

\_\_\_\_\_  
AUTHORIZED SIGNATURE (manual)

\_\_\_\_\_  
NAME/TITLE (PLEASE PRINT)

FEDERAL ID# \_\_\_\_\_  
\_\_\_ Individual \_\_\_ Corporation \_\_\_ Partnership \_\_\_ Other (Specify) \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Personally Known \_\_\_\_\_ or

Produced Identification \_\_\_\_\_

\_\_\_\_\_  
(Type of Identification)

Notary Public – State of \_\_\_\_\_  
County of \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed, typed or stamped  
Commissioned name of Notary Public