

Yea: 5 - Vice Mayor Sturman, Commissioner Herbst, Commissioner Glassman, Commissioner Beasley-Pittman and Mayor Trantalis

PGB

CR-5 [23-0325](#)

City Clerk Annual Merit Adjustment - (Commission Districts 1, 2, 3 and 4)

ADOPTED

Yea: 5 - Vice Mayor Sturman, Commissioner Herbst, Commissioner Glassman, Commissioner Beasley-Pittman and Mayor Trantalis

CONSENT PURCHASE

PSJ

CP-1 [23-0184](#)

Motion Approving a Service Agreement for Sound, Stage & Lighting Services - BFAV, LLC d/b/a All On Stage Productions - (Commission District 1, 2, 3 and 4)

APPROVED

Yea: 5 - Vice Mayor Sturman, Commissioner Herbst, Commissioner Glassman, Commissioner Beasley-Pittman and Mayor Trantalis

BHW

CP-2 [23-0321](#)

Motion Approving the Purchase of Night Vision Goggles - TNVC - \$612,484 - (Commission Districts 1, 2, 3 and 4)

APPROVED

Yea: 5 - Vice Mayor Sturman, Commissioner Herbst, Commissioner Glassman, Commissioner Beasley-Pittman and Mayor Trantalis

MOTIONS

PSJ

M-1 [23-0302](#)

Motion Approving an Event Agreement for Rhythm Fest 23' - (Commission District 2)

APPROVED

Yea: 5 - Vice Mayor Sturman, Commissioner Herbst, Commissioner Glassman, Commissioner Beasley-Pittman and Mayor Trantalis

RESOLUTIONS

CLERK

R-1 [23-0324](#)

Appointment of Board and Committee Members - (Commission Districts 1, 2, 3 and 4)

ADOPTED AS AMENDED

Yea: 5 - Vice Mayor Sturman, Commissioner Herbst, Commissioner Glassman, Commissioner Beasley-Pittman and Mayor Trantalis

**SERVICE AGREEMENT FOR
SOUND, STAGE AND LIGHTING SERVICES**

THIS AGREEMENT, made this 15th day of April, 2023, is entered by and between the City of Fort Lauderdale, a Florida municipality, ("City"), with its principal address at 100 North Andrews Avenue, Fort Lauderdale, Florida 33301-1016, and **BFAV LLC, d/b/a All On Stage Productions, a Florida limited liability company**, ("Contractor" or "Company"), with its principal address at **500 NE 28th Court, Pompano Beach, FL 33064**, Email: **sales@allonstage.com**; Phone: **954-978-8442** (collectively "Parties").

WITNESSETH:

For and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Contractor covenant and agree as follows:

I. DOCUMENTS

The following documents (collectively "Contract Documents") are hereby incorporated into and made part of this Agreement:

- (1) **Invitation to Bid No. 29-1 - Sound, Stage & Lighting Services**, including any and all exhibits and addenda prepared by the City of Fort Lauderdale, ("ITB" or "Exhibit A").
- (2) The Contractor's response to the ITB dated **January 12, 2023** ("Exhibit B"), except any language contained in Exhibit B suggesting that any part of Exhibit B is confidential and is deleted by this reference.

All Contract Documents may also be collectively referred to as the "Documents." In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, this Agreement dated _____, 2023 and any attachments.
- B. Second, Exhibit A.
- C. Third, Exhibit B.

II. SCOPE

The Contractor shall perform the work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all work identified in this Agreement. The Parties agree that the scope of services is a description of Contractor's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement. Any change orders to the Scope of Services or amendments to the Contract Documents must be authorized by the City Manager, or his designee, and approved by the City Commission whenever required in compliance with the Charter and Code of Ordinances for

the City of Fort Lauderdale.

By signing this Agreement, the Contractor represents that it has thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the work and the conditions under which the work is to be performed.

III. TERM OF AGREEMENT

The initial term of this Agreement shall commence on March 24, 2023 and shall end on March 24, 2024. The City reserves the right to extend this Agreement for three (3) additional one (1) year terms, provided all terms, conditions and specifications contained herein remain the same, and the extension is mutually agreed to in writing and signed by both Parties. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30th, the continuation of this Agreement beyond the end of the City's fiscal year shall be subject to and conditioned upon both the appropriation and the availability of funds.

IV. COMPENSATION

The Contractor agrees to provide the services and/or materials for a fixed and firm contract term amount of Two Hundred Sixty-Four Thousand Six Hundred Fifty Dollars (\$264,650), as specified at the rate and cost listed in Exhibit B of the Contract Documents, including any subsequent contract renewals agreed to in writing by the parties. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

V. METHOD OF BILLING AND PAYMENT

Contractor may submit proper invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act, as may be amended from time to time.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

VI. GENERAL CONDITIONS

A. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The Parties agree that if the City erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable, and sufficient consideration from City, the receipt and adequacy

of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Insurance

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$2,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$2,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipal corporation, its officials, employees, and volunteers are to be covered as an additional insured 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 liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for

Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes (2022). Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term or any surviving obligation of the Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is 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.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

The Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as respects to the City, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by the Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to the Contractor's insurance company or companies and the City's Risk Management office, as soon as practical.

It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

G. Environmental, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

H. Standard of Care

Contractor represents that it is qualified to perform the work, that Contractor and his/her/its subcontractors possess current, valid state and/or local licenses to perform the work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

I. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either Party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

J. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes (2022), as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the Agreement all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement.

K. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes (2022), as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under an Agreement with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2022), as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement and may result in debarment from City's competitive procurement activities.

L. Independent Contractor

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

M. Inspection and Non-Waiver

Contractor shall permit the representatives of City to inspect and observe the Work at all times.

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

N. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as provided in the Schedule of Subcontractor Participation. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's prior written consent.

Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

In the event Contractor engages any subcontractor in the performance of this Agreement,

Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

O. Conflicts

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

P. Schedule and Delays

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the Parties acknowledge that the schedule might be modified as the City directs.

Q. Materiality and Waiver of Breach

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision

of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

R. Compliance With Laws

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

S. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

T. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes (2022), as may be amended or revised. This section shall survive any cancellation or early termination of this Agreement.

U. Jurisdiction, Venue, Waiver, Waiver of Jury Trial

The Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claims arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MIGHT HAVE TO A TRIAL BY JURY OF ANY ISSUES RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

V. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City's Mayor and/or City Manager, as determined by the Charter and Ordinances of the City of Fort Lauderdale, Florida, and Contractor, or others delegated with such authority or otherwise authorized to execute same on their behalf.

W. Prior Agreements

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

X. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

Y. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

Z. Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this Agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

1. The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
2. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
3. No obligations of either party that arose before the Force Majeure causing the

excuse of performance are excused as a result of the Force Majeure; and

4. The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the Agreement shall be extended by a period equal to that during which either Party's performance is suspended under this Section.

AA. Scrutinized Companies

The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2022), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, or is engaged in a boycott of Israel.

BB. Public Records

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2022), TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA, 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the 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 (2022), as may be amended or revised, or as otherwise provided by law.
3. 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 Agreement if the Contractor does not transfer the records to the City.
4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the

Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

CC. Non-Discrimination

The Contractor shall not discriminate against its employees based on the employee's race, color, religion, gender, gender identity, gender expression, marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor offers the same health benefits to the domestic partners of its employees as are offered its employees' spouses or offers its employees the cash equivalent of such health benefits because it is unable to provide health benefits to its employees' domestic partners, and that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2022), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
2. The Contractor certifies and represents that it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida ("Section 2-187").
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

DD. E-Verify

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2022), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.
2. The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2022), as may be amended or revised, shall terminate the contract with the person or entity.
3. The City, upon good faith belief that a subcontractor knowingly violated the provisions

of Subsection 448.095(2), Florida Statutes (2022), as may be amended or revised, but that this Contractor otherwise complied with Subsection 448.095(2), as may be amended or revised, shall promptly notify the Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.

4. A contract terminated under Subparagraph 448.095(2)(c)1. or 2., Florida Statutes (2022), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this contract under Paragraph 448.095(2)(c), Florida Statutes (2022), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the contract was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.

5. Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section VI.DD., including this subparagraph, requiring any and all subcontractors, as defined in Subsection 448.095(1)(j), Florida Statutes (2022), as may be amended or revised, to include all of the requirements of this Section VI.DD. in the Contractor's subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Subsection 448.095(1)(j), Florida Statutes (2022), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2022), as may be amended or revised.

EE. Notices

Whenever it is provided herein that notice of default, demand, request or other communication shall or may be given to, or served upon, either of the parties by the other, or either of the parties shall desire to give or serve upon the other any notice of default, demand, request or other communication with respect hereto or with respect to any matter set forth in this Agreement, each such notice of default, demand, request or other communication shall be in writing and any law or statute to the contrary notwithstanding shall not be effective for any purpose unless the same shall be given by hand delivery, or by a nationally recognized overnight courier, or by mailing the same by registered or certified mail, postage prepaid, return receipt requested, addressed to the party at the address set forth below, or at such other address or addresses and to such other person or firm as each party may from time to time designate by notice as herein provided.

AS TO CITY:

Gregg Chavarria
City Manager
City Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 33301

With a copy to:

D'Wayne M. Spence
Interim City Attorney
City Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 33301

AS TO CONTRACTOR:

BFAV LLC
d/b/a All On Stage Productions
ATTN: Dan Fryburg, Manager
500 NE 28th Court
Pompano Beach, FL 33064

IN WITNESS WHEREOF, the City and the Contractor execute this Agreement as follows:

ATTEST:


David R. Soloman, City Clerk

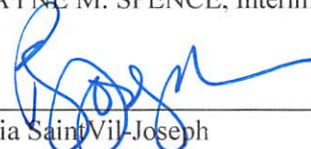


CITY OF FORT LAUDERDALE, a Florida municipality

By: 
Greg Chavarria,
City Manager

10th day of April, 2023

Approved as to form:
D'WAYNE M. SPENCE, Interim City Attorney

By: 
Patricia Saint-Vil-Joseph
Assistant City Attorney

WITNESSES:



Signature
CARLOS V. SANTOS
Print Name

Signature
ABILIO DE SOUZA

Print Name

STATE OF FLORIDA :
COUNTY OF BROWARD :

BFAV, LLC, d/b/a All On Stage Productions, a Florida limited liability company


By: 
Dan Fryburg, Manager

(CORPORATE SEAL)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this day of April 5, 2023, by **Dan Fryburg**, as Manager for **BFAV LLC, d/b/a All On Stage Productions**, a Florida limited liability company.

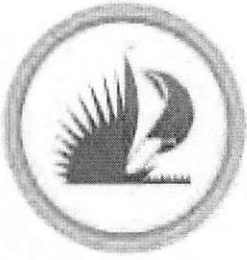
(SEAL)




Notary Public, State of Florida
(Signature of Notary Public)

DEBORAH K. LANGSTON
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ☒ OR Produced Identification _____
Type of Identification Produced _____



Event # 29-1

Name: Sound, Stage & Lighting Services

Description: The City of Fort Lauderdale is seeking bids for sound, stage, lighting and video screen services as necessary. The Contractor shall also be responsible to ensure the availability of complete concert quality, sound system(s) and component equipment. Services, as listed within this ITB, will be required of the awarded Contractor. Contractor must bid on all items. PARTIAL BIDS WILL NOT BE CONSIDERED.

Buyer: Rose, Heather

Status: Pending Award

Event Type: IFB

Currency: USD

Sealed Bid: Yes

Respond To All Lines: Yes

Q & A Allowed: Yes

Number Of Amendments: 1

Display Bid Tabulation: Display When Event Closed For Bidding Or Canceled

Event Dates

Preview:

Q & A Open: 01/12/2023 10:05:00 AM

Open: 01/12/2023 10:00:00 AM

Q & A Close: 01/13/2023 05:00:00 PM

Close: 01/23/2023 02:00:00 PM

Dispute Close:

Questions

| Question | Response Type | Attachment |
|---|---------------|----------------------------|
| Did you complete and attach the required documents? | Yes No | Event 29 Required Docs.pdf |

Attachments

| Name | Attachment |
|-------------------------|-----------------------------|
| General Conditions | 1. General Conditions.pdf |
| Event 29 Specifications | Event 29 Specifications.pdf |

Event # 29-1: Sound, Stage & Lighting Services

Contacts

Name

Email Address

Heather Rose

HRose@fortlauderdale.gov

Commodity Codes

Commodity Code

Description

939-77

Sound Equipment (Including Microphones, Speakers, Recording

Line Details

Line 1: Small Sound System - 1/2 Day Show Rate

Description: Small Sound System - 1/2 Day Show Rate

Item: SMALL SOUND SYSTEM Small Sound System - 1/2 Day Show Rate

Commodity Code: 939-77 Sound Equipment (Including Microphones, Speakers, Recording

Quantity: 1.0000

Unit of EA Measure:

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On Charges Allowed: No

Line 2: Small Sound System - 1 Day Show Rate

Description: Small Sound System - 1 Day Show Rate

Item: SMALL SOUND SYSTEM Small Sound System - 1 Day Show Rate

Commodity Code: 939-77 Sound Equipment (Including Microphones, Speakers, Recording

Quantity: 1.0000

Unit of EA Measure:

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Event # 29-1: Sound, Stage & Lighting Services

**Add On No
Charges
Allowed:**

Line 3: Small Sound System - 2 Day Show Rate

Description: Small Sound System - 2 Day Show Rate

Item: SMALL SOUND SYSTEM Small Sound System - 2 Day Show Rate

Commodity Code: 939-77 Sound Equipment (Including Microphones, Speakers, Recording)

Quantity: 1.0000

**Unit of EA
Measure:**

**Require Yes
Response:**

**Price Breaks No
Allowed:**

**Allow Alternate No
Responses:**

**Add On No
Charges
Allowed:**

Line 4: Small Sound System - 3 Day Show Rate

Description: Small Sound System - 3 Day Show Rate

Item: SMALL SOUND SYSTEM Small Sound System - 3 Day Show Rate

Commodity Code: 939-77 Sound Equipment (Including Microphones, Speakers, Recording)

Quantity: 1.0000

**Unit of EA
Measure:**

**Require Yes
Response:**

**Price Breaks No
Allowed:**

**Allow Alternate No
Responses:**

**Add On No
Charges
Allowed:**

Line 5: Small Concert Sound System - 1 Day Show rate

Description: Small Concert Sound System - 1 Day Show rate

Item: SMALL CONCERT SOUND SYSTEM Small Concert Sound System - 1 Day Show rate

Commodity Code: 939-77 Sound Equipment (Including Microphones, Speakers, Recording)

Quantity: 1.0000

**Unit of EA
Measure:**

**Require Yes
Response:**

**Price Breaks No
Allowed:**

**Allow Alternate No
Responses:**

Event # 29-1: Sound, Stage & Lighting Services

Add On No
Charges
Allowed:

Line 6: Small Concert Sound System - 2 Day Show Rate

Description: Small Concert Sound System - 2 Day Show Rate

Item: SMALL CONCERT SOUND SYSTEM Small Concert Sound System - 2 Day Show Rate

Commodity 939-77 Sound Equipment (Including Microphones, Speakers, Recording
Code:

Quantity: 1.0000

Unit of EA
Measure:

Require Yes
Response:

Price Breaks No
Allowed:

Allow Alternate No
Responses:

Add On No
Charges
Allowed:

Line 7: Small Concert Sound System - 3 Day Show Rate

Description: Small Concert Sound System - 3 Day Show Rate

Item: SMALL CONCERT SOUND SYSTEM Small Concert Sound System - 3 Day Show Rate

Commodity 939-77 Sound Equipment (Including Microphones, Speakers, Recording
Code:

Quantity: 1.0000

Unit of EA
Measure:

Require Yes
Response:

Price Breaks No
Allowed:

Allow Alternate No
Responses:

Add On No
Charges
Allowed:

Line 8: Medium Concert Sound System - 1 Day Show Rate

Description: Medium Concert Sound System - 1 Day Show Rate

Item: MEDIUM CONCERT SOUND SYSTEM Medium Concert Sound System - 1 Day Show Rate

Commodity 939-77 Sound Equipment (Including Microphones, Speakers, Recording
Code:

Quantity: 1.0000

Unit of EA
Measure:

Require Yes
Response:

Price Breaks No
Allowed:

Allow Alternate No
Responses:

Event # 29-1: Sound, Stage & Lighting Services

Add On No
Charges
Allowed:

Line 9: Medium Concert Sound System - 2 Day Show Rate

Description: Medium Concert Sound System - 2 Day Show Rate

Item: MEDIUM CONCERT SOUND SYSTEM Medium Concert Sound System - 2 Day Show Rate

Commodity 939-77 Sound Equipment (Including Microphones, Speakers, Recording
Code:

Quantity: 1.0000

Unit of EA
Measure:

Require Yes
Response:

Price Breaks No
Allowed:

Allow Alternate No
Responses:

Add On No
Charges
Allowed:

Line 10: Medium Concert Sound System - 3 Day Show Rate

Description: Medium Concert Sound System - 3 Day Show Rate

Item: MEDIUM CONCERT SOUND SYSTEM Medium Concert Sound System - 3 Day Show Rate

Commodity 939-77 Sound Equipment (Including Microphones, Speakers, Recording
Code:

Quantity: 1.0000

Unit of EA
Measure:

Require Yes
Response:

Price Breaks No
Allowed:

Allow Alternate No
Responses:

Add On No
Charges
Allowed:

Line 11: Large Concert Quality Sound System for Main Acts - 1 Day Sho

Description: Large Concert Quality Sound System for Main Acts - 1 Day Sho

Item: LARGE SOUND SYSTEM FOR MAIN ACT Large Concert Quality Sound System for Main Acts - 1 Day Sho

Commodity 939-77 Sound Equipment (Including Microphones, Speakers, Recording
Code:

Quantity: 1.0000

Unit of EA
Measure:

Require Yes
Response:

Price Breaks No
Allowed:

Allow Alternate No
Responses:

Event # 29-1: Sound, Stage & Lighting Services

Add On No
Charges
Allowed:

Line 12: Large Concert Quality Sound System for Main Acts - 2 Day Sho

Description: Large Concert Quality Sound System for Main Acts - 2 Day Sho

Item: LARGE SOUND SYSTEM FOR MAIN ACT Large Concert Quality Sound System for Main Acts - 2 Day Sho

Commodity 939-77 Sound Equipment (Including Microphones, Speakers, Recording
Code:

Quantity: 1.0000

Unit of EA
Measure:

Require Yes
Response:

Price Breaks No
Allowed:

Allow Alternate No
Responses:

Add On No
Charges
Allowed:

Line 13: Large Concert Quality Sound System for Main Acts - 3 Day Sho

Description: Large Concert Quality Sound System for Main Acts - 3 Day Sho

Item: LARGE SOUND SYSTEM FOR MAIN ACT Large Concert Quality Sound System for Main Acts - 3 Day Sho

Commodity 939-77 Sound Equipment (Including Microphones, Speakers, Recording
Code:

Quantity: 1.0000

Unit of EA
Measure:

Require Yes
Response:

Price Breaks No
Allowed:

Allow Alternate No
Responses:

Add On No
Charges
Allowed:

Line 14: Concert Quality Sound System Backline Package - 1 Day Rate

Description: Concert Quality Sound System Backline Package - 1 Day Rate

Item: SOUND SYSTEM BACKLINE PACKAGE Concert Quality Sound System Backline Package - 1 Day Rate

Commodity 939-77 Sound Equipment (Including Microphones, Speakers, Recording
Code:

Quantity: 1.0000

Unit of EA
Measure:

Require Yes
Response:

Price Breaks No
Allowed:

Allow Alternate No
Responses:

Event # 29-1: Sound, Stage & Lighting Services

Add On No
Charges
Allowed:

Line 15: Concert Quality Sound System Backline Package - 2 Day Rate

Description: Concert Quality Sound System Backline Package - 2 Day Rate

Item: SOUND SYSTEM BACKLINE PACKAGE Concert Quality Sound System Backline Package - 2 Day Rate

Commodity Code: 939-77 Sound Equipment (Including Microphones, Speakers, Recording)

Quantity: 1.0000

Unit of EA
Measure:

Require Yes
Response:

Price Breaks No
Allowed:

Allow Alternate No
Responses:

Add On No
Charges
Allowed:

Line 16: Concert Quality Sound System Backline Package - 3 Day Rate

Description: Concert Quality Sound System Backline Package - 3 Day Rate

Item: SOUND SYSTEM BACKLINE PACKAGE Concert Quality Sound System Backline Package - 3 Day Rate

Commodity Code: 939-77 Sound Equipment (Including Microphones, Speakers, Recording)

Quantity: 1.0000

Unit of EA
Measure:

Require Yes
Response:

Price Breaks No
Allowed:

Allow Alternate No
Responses:

Add On No
Charges
Allowed:

Line 17: Sound Technician Services

Description: Sound Technician Services

Item: SOUND TECHNICIAN SERVICES Sound Technician Services

Commodity Code: 939-77 Sound Equipment (Including Microphones, Speakers, Recording)

Quantity: 1.0000

Unit of HR
Measure:

Require Yes
Response:

Price Breaks No
Allowed:

Allow Alternate No
Responses:

Event # 29-1: Sound, Stage & Lighting Services

Add On No
Charges
Allowed:

Line 18: Small Lighting System - 1 Day Show Rate

Description: Small Lighting System - 1 Day Show Rate

Item: SMALL LIGHTING SYSTEM Small Lighting System - 1 Day Show Rate

Commodity Code: 939-77 Sound Equipment (Including Microphones, Speakers, Recording

Quantity: 1.0000

**Unit of EA
Measure:**

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On No
Charges
Allowed:

Line 19: Small Lighting System - 2 Day Show Rate

Description: Small Lighting System - 2 Day Show Rate

Item: SMALL LIGHTING SYSTEM Small Lighting System - 2 Day Show Rate

Commodity Code: 939-77 Sound Equipment (Including Microphones, Speakers, Recording

Quantity: 1.0000

**Unit of EA
Measure:**

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On No
Charges
Allowed:

Line 20: Small Lighting System - 3 Day Show Rate

Description: Small Lighting System - 3 Day Show Rate

Item: SMALL LIGHTING SYSTEM Small Lighting System - 3 Day Show Rate

Commodity Code: 939-77 Sound Equipment (Including Microphones, Speakers, Recording

Quantity: 1.0000

**Unit of EA
Measure:**

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Event # 29-1: Sound, Stage & Lighting Services

Add On No
Charges
Allowed:

Line 21: Medium Lighting System - 1 Day Show Rate

Description: Medium Lighting System - 1 Day Show Rate

Item: MEDIUM LIGHTING SYSTEM Medium Lighting System - 1 Day Show Rate

Commodity 939-77 Sound Equipment (Including Microphones, Speakers, Recording
Code:

Quantity: 1.0000

Unit of EA
Measure:

Require Yes
Response:

Price Breaks No
Allowed:

Allow Alternate No
Responses:

Add On No
Charges
Allowed:

Line 22: Medium Lighting System - 2 Day Show Rate

Description: Medium Lighting System - 2 Day Show Rate

Item: MEDIUM LIGHTING SYSTEM Medium Lighting System - 2 Day Show Rate

Commodity 939-77 Sound Equipment (Including Microphones, Speakers, Recording
Code:

Quantity: 1.0000

Unit of EA
Measure:

Require Yes
Response:

Price Breaks No
Allowed:

Allow Alternate No
Responses:

Add On No
Charges
Allowed:

Line 23: Medium Lighting System - 3 Day Show Rate

Description: Medium Lighting System - 3 Day Show Rate

Item: MEDIUM LIGHTING SYSTEM Medium Lighting System - 3 Day Show Rate

Commodity 939-77 Sound Equipment (Including Microphones, Speakers, Recording
Code:

Quantity: 1.0000

Unit of EA
Measure:

Require Yes
Response:

Price Breaks No
Allowed:

Allow Alternate No
Responses:

Event # 29-1: Sound, Stage & Lighting Services

Add On No
Charges
Allowed:

Line 24: Concert Quality Lighting System - 1 Day Show Rate

Description: Concert Quality Lighting System - 1 Day Show Rate

Item: CONCERT QUALITY LIGHTING SYSTEM Concert Quality Lighting System - 1 Day Show Rate

Commodity 939-77 Sound Equipment (Including Microphones, Speakers, Recording
Code:

Quantity: 1.0000

Unit of EA
Measure:

Require Yes
Response:

Price Breaks No
Allowed:

Allow Alternate No
Responses:

Add On No
Charges
Allowed:

Line 25: Concert Quality Lighting System - 2 Day Show Rate

Description: Concert Quality Lighting System - 2 Day Show Rate

Item: CONCERT QUALITY LIGHTING SYSTEM Concert Quality Lighting System - 2 Day Show Rate

Commodity 939-77 Sound Equipment (Including Microphones, Speakers, Recording
Code:

Quantity: 1.0000

Unit of EA
Measure:

Require Yes
Response:

Price Breaks No
Allowed:

Allow Alternate No
Responses:

Add On No
Charges
Allowed:

Line 26: Concert Quality Lighting System - 3 Day Show Rate

Description: Concert Quality Lighting System - 3 Day Show Rate

Item: CONCERT QUALITY LIGHTING SYSTEM Concert Quality Lighting System - 3 Day Show Rate

Commodity 939-77 Sound Equipment (Including Microphones, Speakers, Recording
Code:

Quantity: 1.0000

Unit of EA
Measure:

Require Yes
Response:

Price Breaks No
Allowed:

Allow Alternate No
Responses:

Event # 29-1: Sound, Stage & Lighting Services

Add On No
Charges
Allowed:

Line 27: Lighting System - Lighting Operator

Description: Lighting System - Lighting Operator

Item: LIGHTING SYSTEM - OPERATOR Lighting System - Lighting Operator

Commodity 939-77 Sound Equipment (Including Microphones, Speakers, Recording
Code:

Quantity: 1.0000

Unit of HR
Measure:

Require Yes
Response:

Price Breaks No
Allowed:

Allow Alternate No
Responses:

Add On No
Charges
Allowed:

Line 28: Lighting System - Spotlight Operator

Description: Lighting System - Spotlight Operator

Item: SPOTLIGHT OPERATOR Lighting System - Spotlight Operator

Commodity 939-77 Sound Equipment (Including Microphones, Speakers, Recording
Code:

Quantity: 1.0000

Unit of HR
Measure:

Require Yes
Response:

Price Breaks No
Allowed:

Allow Alternate No
Responses:

Add On No
Charges
Allowed:

Line 29: Staging: 35' x 30' x 5' Scaffolding Stage - 1 Day Show Rate

Description: Staging: 35' x 30' x 5' Scaffolding Stage - 1 Day Show Rate

Item: STAGING: 35' X 30' X 5' Staging: 35' x 30' x 5' Scaffolding Stage - 1 Day Show Rate

Commodity 939-77 Sound Equipment (Including Microphones, Speakers, Recording
Code:

Quantity: 1.0000

Unit of EA
Measure:

Require Yes
Response:

Price Breaks No
Allowed:

Allow Alternate No
Responses:

Event # 29-1: Sound, Stage & Lighting Services

Add On No
Charges
Allowed:

Line 30: Staging: 35' x 30' x 5' Scaffolding Stage - 2 Day Show Rate

Description: Staging: 35' x 30' x 5' Scaffolding Stage - 2 Day Show Rate

Item: STAGING: 35' X 30' X 5' Staging: 35' x 30' x 5' Scaffolding Stage - 2 Day Show Rate

Commodity Code: 939-77 Sound Equipment (Including Microphones, Speakers, Recording)

Quantity: 1.0000

Unit of EA Measure:

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On No
Charges
Allowed:

Line 31: Staging: 35' x 30' x 5' Scaffolding Stage - 3 Day Show Rate

Description: Staging: 35' x 30' x 5' Scaffolding Stage - 3 Day Show Rate

Item: STAGING: 35' X 30' X 5' S Staging: 35' x 30' x 5' Scaffolding Stage - 3 Day Show Rate

Commodity Code: 939-77 Sound Equipment (Including Microphones, Speakers, Recording)

Quantity: 1.0000

Unit of EA Measure:

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On No
Charges
Allowed:

Line 32: Staging: 35' x 30' x 5' Scaffolding Stage - Weekly Show Rate

Description: Staging: 35' x 30' x 5' Scaffolding Stage - Weekly Show Rate

Item: STAGING: 35' X 30' X 5' Staging: 35' x 30' x 5' Scaffolding Stage - Weekly Show Rate

Commodity Code: 939-77 Sound Equipment (Including Microphones, Speakers, Recording)

Quantity: 1.0000

Unit of EA Measure:

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Event # 29-1: Sound, Stage & Lighting Services

Add On No
Charges
Allowed:

Line 33: 20' x 16'x 4' Scaffolding Stage - 1 Day Show Rate

Description: 20' x 16'x 4' Scaffolding Stage - 1 Day Show Rate

Item: 20' X 16'X 4' SCAFFOLDING STAGE 20' x 16'x 4' Scaffolding Stage - 1 Day Show Rate

Commodity 939-77 Sound Equipment (Including Microphones, Speakers, Recording
Code:

Quantity: 1.0000

**Unit of EA
Measure:**

**Require Yes
Response:**

**Price Breaks No
Allowed:**

**Allow Alternate No
Responses:**

Add On No
Charges
Allowed:

Line 34: 20' x 16'x 4' Scaffolding Stage - 2 Day Show Rate

Description: 20' x 16'x 4' Scaffolding Stage - 2 Day Show Rate

Item: 20' X 16'X 4' SCAFFOLDING STAGE 20' x 16'x 4' Scaffolding Stage - 2 Day Show Rate

Commodity 939-77 Sound Equipment (Including Microphones, Speakers, Recording
Code:

Quantity: 1.0000

**Unit of EA
Measure:**

**Require Yes
Response:**

**Price Breaks No
Allowed:**

**Allow Alternate No
Responses:**

Add On No
Charges
Allowed:

Line 35: 20' x 16'x 4' Scaffolding Stage - 3 Day Show Rate

Description: 20' x 16'x 4' Scaffolding Stage - 3 Day Show Rate

Item: 20' X 16'X 4' SCAFFOLDING STAGE 20' x 16'x 4' Scaffolding Stage - 3 Day Show Rate

Commodity 939-77 Sound Equipment (Including Microphones, Speakers, Recording
Code:

Quantity: 1.0000

**Unit of EA
Measure:**

**Require Yes
Response:**

**Price Breaks No
Allowed:**

**Allow Alternate No
Responses:**

Event # 29-1: Sound, Stage & Lighting Services

Add On No
Charges
Allowed:

Line 36: 20' x 16'x 4' Scaffolding Stage - Weekly Show Rate

Description: 20' x 16'x 4' Scaffolding Stage - Weekly Show Rate

Item: 20' X 16'X 4' SCAFFOLDING STAGE 20' x 16'x 4' Scaffolding Stage - Weekly Show Rate

Commodity 939-77 Sound Equipment (Including Microphones, Speakers, Recording
Code:

Quantity: 1.0000

Unit of EA
Measure:

Require Yes
Response:

Price Breaks No
Allowed:

Allow Alternate No
Responses:

Add On No
Charges
Allowed:

Line 37: 24' X 32' XXL Mobile Stage - 1 Day Show Rate

Description: 24' X 32' XXL Mobile Stage - 1 Day Show Rate

Item: 24' X 32' XXL MOBILE STAGE 24' X 32' XXL Mobile Stage - 1 Day Show Rate

Commodity 939-77 Sound Equipment (Including Microphones, Speakers, Recording
Code:

Quantity: 1.0000

Unit of EA
Measure:

Require Yes
Response:

Price Breaks No
Allowed:

Allow Alternate No
Responses:

Add On No
Charges
Allowed:

Line 38: 24' X 32' XXL Mobile Stage - 2 Day Show Rate

Description: 24' X 32' XXL Mobile Stage - 2 Day Show Rate

Item: 24' X 32' XXL MOBILE STAGE 24' X 32' XXL Mobile Stage - 2 Day Show Rate

Commodity 939-77 Sound Equipment (Including Microphones, Speakers, Recording
Code:

Quantity: 1.0000

Unit of EA
Measure:

Require Yes
Response:

Price Breaks No
Allowed:

Allow Alternate No
Responses:

Event # 29-1: Sound, Stage & Lighting Services

Add On No
Charges
Allowed:

Line 39: 24' X 32' XXL Mobile Stage - 3 Day Show Rate

Description: 24' X 32' XXL Mobile Stage - 3 Day Show Rate

Item: 24' X 32' XXL MOBILE STAGE - 24' X 32' XXL Mobile Stage - 3 Day Show Rate

Commodity Code: 939-77 Sound Equipment (Including Microphones, Speakers, Recording)

Quantity: 1.0000

**Unit of EA
Measure:**

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On No
Charges
Allowed:

Line 40: 24' X 32' XXL Mobile Stage - Weekly Show Rate

Description: 24' X 32' XXL Mobile Stage - Weekly Show Rate

Item: 24' X 32' XXL MOBILE STAGE 24' X 32' XXL Mobile Stage - Weekly Show Rate

Commodity Code: 939-77 Sound Equipment (Including Microphones, Speakers, Recording)

Quantity: 1.0000

**Unit of EA
Measure:**

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On No
Charges
Allowed:

Line 41: 20' x 16' x 2' Scaffolding Stage - 1 Day Show Rate

Description: 20' x 16' x 2' Scaffolding Stage - 1 Day Show Rate

Item: 20' X 16' X 2' SCAFFOLDING STAGE 20' x 16' x 2' Scaffolding Stage - 1 Day Show Rate

Commodity Code: 939-77 Sound Equipment (Including Microphones, Speakers, Recording)

Quantity: 1.0000

**Unit of EA
Measure:**

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Event # 29-1: Sound, Stage & Lighting Services

Add On No
Charges
Allowed:

Line 42: 20' x 16' x 2' Scaffolding Stage - 2 Day Show Rate

Description: 20' x 16' x 2' Scaffolding Stage - 2 Day Show Rate

Item: 20' X 16' X 2' SCAFFOLDING STAGE 20' x 16' x 2' Scaffolding Stage - 2 Day Show Rate

Commodity Code: 939-77 Sound Equipment (Including Microphones, Speakers, Recording

Quantity: 1.0000

Unit of Measure: EA

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On No
Charges
Allowed:

Line 43: 20' x 16' x 2' Scaffolding Stage - 3 Day Show Rate

Description: 20' x 16' x 2' Scaffolding Stage - 3 Day Show Rate

Item: 20' X 16' X 2' SCAFFOLDING STAGE 20' x 16' x 2' Scaffolding Stage - 3 Day Show Rate

Commodity Code: 939-77 Sound Equipment (Including Microphones, Speakers, Recording

Quantity: 1.0000

Unit of Measure: EA

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On No
Charges
Allowed:

Line 44: 20' x 16' x 2' Scaffolding Stage - Weekly Show Rate

Description: 20' x 16' x 2' Scaffolding Stage - Weekly Show Rate

Item: 20' X 16' X 2' SCAFFOLDING STAGE 20' x 16' x 2' Scaffolding Stage - Weekly Show Rate

Commodity Code: 939-77 Sound Equipment (Including Microphones, Speakers, Recording

Quantity: 1.0000

Unit of Measure: EA

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Event # 29-1: Sound, Stage & Lighting Services

Add On No
Charges
Allowed:

Line 45: Stage Hands

Description: Stage Hands

Item: STAGE HANDS Stage Hands

Commodity 939-77 Sound Equipment (Including Microphones, Speakers, Recording
Code:

Quantity: 1.0000

Unit of HR
Measure:

Require Yes
Response:

Price Breaks No
Allowed:

Allow Alternate No
Responses:

Add On No
Charges
Allowed:

Line 46: Additional Gear - Drum Kit: 5 Pieces with Cymbals, Throne

Description: Additional Gear - Drum Kit: 5 Pieces with Cymbals, Throne

Item: DRUM KIT Additional Gear - Drum Kit: 5 Pieces with Cymbals, Throne

Commodity 939-77 Sound Equipment (Including Microphones, Speakers, Recording
Code:

Quantity: 1.0000

Unit of DA
Measure:

Require Yes
Response:

Price Breaks No
Allowed:

Allow Alternate No
Responses:

Add On No
Charges
Allowed:

Line 47: Additional Band Gear - Bass Guitar Rig

Description: Additional Band Gear - Bass Guitar Rig

Item: BASS GUITAR RIG Additional Band Gear - Bass Guitar Rig

Commodity 939-77 Sound Equipment (Including Microphones, Speakers, Recording
Code:

Quantity: 1.0000

Unit of DA
Measure:

Require Yes
Response:

Price Breaks No
Allowed:

Allow Alternate No
Responses:

Event # 29-1: Sound, Stage & Lighting Services

Add On No
Charges
Allowed:

Line 48: Additional Band Gear - Guitar Amps

Description: Additional Band Gear - Guitar Amps

Item: GUITAR AMPS Additional Band Gear - Guitar Amps

Commodity Code: 939-77 Sound Equipment (Including Microphones, Speakers, Recording)

Quantity: 1.0000

Unit of Measure: DA

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On No
Charges
Allowed:

Line 49: Additional Band Gear - Keyboard

Description: Additional Band Gear - Keyboard

Item: KEYBOARD Additional Band Gear - Keyboard

Commodity Code: 939-77 Sound Equipment (Including Microphones, Speakers, Recording)

Quantity: 1.0000

Unit of Measure: DA

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On No
Charges
Allowed:

Line 50: Additional Band Gear - Electronic Piano

Description: Additional Band Gear - Electronic Piano

Item: ELECTRIC PIANO Additional Band Gear - Electronic Piano

Commodity Code: 939-77 Sound Equipment (Including Microphones, Speakers, Recording)

Quantity: 1.0000

Unit of Measure: DA

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Event # 29-1: Sound, Stage & Lighting Services

Add On No
Charges
Allowed:

Line 51: Additional Band Gear - Wireless Microphones

Description: Additional Band Gear - Wireless Microphones

Item: WIRELESS MICROPHONE Additional Band Gear - Wireless Microphones

Commodity Code: 939-77 Sound Equipment (Including Microphones, Speakers, Recording

Quantity: 1.0000

Unit of DA
Measure:

Require Yes
Response:

Price Breaks No
Allowed:

Allow Alternate No
Responses:

Add On No
Charges
Allowed:

Line 52: Additional Band Gear - AM/FM Tuner

Description: Additional Band Gear - AM/FM Tuner

Item: AM/FM TUNER Additional Band Gear - AM/FM Tuner

Commodity Code: 939-77 Sound Equipment (Including Microphones, Speakers, Recording

Quantity: 1.0000

Unit of DA
Measure:

Require Yes
Response:

Price Breaks No
Allowed:

Allow Alternate No
Responses:

Add On No
Charges
Allowed:

Line 53: Additional Band Gear - Wireless Microphone

Description: Additional Band Gear - Wireless Microphone

Item: WIRELESS MICROPHONE Additional Band Gear - Wireless Microphone

Commodity Code: 939-77 Sound Equipment (Including Microphones, Speakers, Recording

Quantity: 1.0000

Unit of DA
Measure:

Require Yes
Response:

Price Breaks No
Allowed:

Allow Alternate No
Responses:

Event # 29-1: Sound, Stage & Lighting Services

Add On No
Charges
Allowed:

Line 54: Additional Band Gear - DJ Coffin #1

Description: Additional Band Gear - DJ Coffin #1

Item: DJ COFFIN #1 Additional Band Gear - DJ Coffin #1

Commodity 939-77 Sound Equipment (Including Microphones, Speakers, Recording
Code:

Quantity: 1.0000

Unit of DA
Measure:

Require Yes
Response:

Price Breaks No
Allowed:

Allow Alternate No
Responses:

Add On No
Charges
Allowed:

Line 55: Additional Band Gear - DJ Coffin #2

Description: Additional Band Gear - DJ Coffin #2

Item: DJ COFFIN #2 Additional Band Gear - DJ Coffin #2

Commodity 939-77 Sound Equipment (Including Microphones, Speakers, Recording
Code:

Quantity: 1.0000

Unit of DA
Measure:

Require Yes
Response:

Price Breaks No
Allowed:

Allow Alternate No
Responses:

Add On No
Charges
Allowed:

Line 56: Additional Band Gear - Monitor in ear units

Description: Additional Band Gear - Monitor in ear units

Item: MONITOR IN EAR UNITS Additional Band Gear - Monitor in ear units

Commodity 939-77 Sound Equipment (Including Microphones, Speakers, Recording
Code:

Quantity: 1.0000

Unit of DA
Measure:

Require Yes
Response:

Price Breaks No
Allowed:

Allow Alternate No
Responses:

Event # 29-1: Sound, Stage & Lighting Services

Add On No
Charges
Allowed:

Line 57: 16' x 8' Video Screen - 1 Day Show Rate

Description: 16' x 8' Video Screen - 1 Day Show Rate

Item: 16' X 8' VIDEO SCREEN 16' x 8' Video Screen - 1 Day Show Rate

Commodity Code: 939-77 Sound Equipment (Including Microphones, Speakers, Recording

Quantity: 1.0000

**Unit of EA
Measure:**

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On No
Charges
Allowed:

Line 58: 16' x 8' Video Screen - 2 Day Show Rate

Description: 16' x 8' Video Screen - 2 Day Show Rate

Item: 16' X 8' VIDEO SCREEN 16' x 8' Video Screen - 2 Day Show Rate

Commodity Code: 939-77 Sound Equipment (Including Microphones, Speakers, Recording

Quantity: 1.0000

**Unit of EA
Measure:**

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On No
Charges
Allowed:

Line 59: 16' x 8' Video Screen - 3 Day Show Rate

Description: 16' x 8' Video Screen - 3 Day Show Rate

Item: 16' X 8' VIDEO SCREEN - 16' x 8' Video Screen - 3 Day Show Rate

Commodity Code: 939-77 Sound Equipment (Including Microphones, Speakers, Recording

Quantity: 1.0000

**Unit of EA
Measure:**

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Event # 29-1: Sound, Stage & Lighting Services

Add On No
Charges
Allowed:

Line 60: 21' x 10' Video Screen - 1 Day Show Rate

Description: 21' x 10' Video Screen - 1 Day Show Rate

Item: 21' X 10' VIDEO SCREEN 21' x 10' Video Screen - 1 Day Show Rate

Commodity Code: 939-77 Sound Equipment (Including Microphones, Speakers, Recording

Quantity: 1.0000

Unit of Measure: EA

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On No
Charges
Allowed:

Line 61: 21' x 10' Video Screen - 2 Day Show Rate

Description: 21' x 10' Video Screen - 2 Day Show Rate

Item: 21' X 10' VIDEO SCREEN 21' x 10' Video Screen - 2 Day Show Rate

Commodity Code: 939-77 Sound Equipment (Including Microphones, Speakers, Recording

Quantity: 1.0000

Unit of Measure: EA

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Add On No
Charges
Allowed:

Line 62: 21' x 10' Video Screen - 3 Day Show Rate

Description: 21' x 10' Video Screen - 3 Day Show Rate

Item: 21' X 10' VIDEO SCREEN 21' x 10' Video Screen - 3 Day Show Rate

Commodity Code: 939-77 Sound Equipment (Including Microphones, Speakers, Recording

Quantity: 1.0000

Unit of Measure: EA

Require Response: Yes

Price Breaks Allowed: No

Allow Alternate Responses: No

Event # 29-1: Sound, Stage & Lighting Services

Add On No
Charges
Allowed:

Line 63: 10' x 6' Video Screen - 1 Day Show Rate

Description: 10' x 6' Video Screen - 1 Day Show Rate

Item: 10' X 6' VIDEO SCREEN 10' x 6' Video Screen - 1 Day Show Rate

Commodity 939-77 Sound Equipment (Including Microphones, Speakers, Recording
Code:

Quantity: 1.0000

Unit of EA
Measure:

Require Yes
Response:

Price Breaks No
Allowed:

Allow Alternate No
Responses:

Add On No
Charges
Allowed:

Line 64: 10' x 6' Video Screen - 2 Day Show Rate

Description: 10' x 6' Video Screen - 2 Day Show Rate

Item: 10' X 6' VIDEO SCREEN 10' x 6' Video Screen - 2 Day Show Rate

Commodity 939-77 Sound Equipment (Including Microphones, Speakers, Recording
Code:

Quantity: 1.0000

Unit of EA
Measure:

Require Yes
Response:

Price Breaks No
Allowed:

Allow Alternate No
Responses:

Add On No
Charges
Allowed:

Line 65: 10' x 6' Video Screen - 3 Day Show Rate

Description: 10' x 6' Video Screen - 3 Day Show Rate

Item: 10' X 6' VIDEO SCREEN 10' x 6' Video Screen - 3 Day Show Rate

Commodity 939-77 Sound Equipment (Including Microphones, Speakers, Recording
Code:

Quantity: 1.0000

Unit of EA
Measure:

Require Yes
Response:

Price Breaks No
Allowed:

Allow Alternate No
Responses:

Event # 29-1: Sound, Stage & Lighting Services

Add On No
Charges
Allowed:

SECTION I – INTRODUCTION AND INFORMATION

1.1 Purpose

The City of Fort Lauderdale, Florida (City) is seeking bids from qualified, experienced, and licensed firm(s), hereinafter referred to as the Contractor or Bidder, to provide sound, stage, lighting and video screen services, for the City, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid (ITB).

1.2 Point of Contact

For information concerning procedures for responding to this solicitation, contact Procurement Specialist, Heather Rose at (954) 828-5142 or email at hrose@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by the City's on-line strategic sourcing platform. Questions of a material nature must be received prior to the cut-off date specified in the ITB schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. Bidders please note: No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Bidder has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation. The questions and answers submitted in the City's on-line strategic sourcing platform shall become part of any contract that is created from this ITB.

1.3 Pre-bid Conference and/or Site Visit

There will not be a pre-bid conference or site visit for this ITB.

It will be the sole responsibility of the Bidder to become familiar with the scope of the City's requirements and systems prior to submitting a bid. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Bidder has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

1.4 CITY'S ON-LINE STRATEGIC SOURCING PLATFORM

The City of Fort Lauderdale uses its own on-line strategic sourcing platform to administer the competitive solicitation process, including but not limited to soliciting bids, issuing addenda, posting results, and issuing notification of an intended decision. There is no charge to register and download the ITB from the City's on-line strategic sourcing platform. Bidders are strongly encouraged to read the supplier tutorials available in the City's on-line strategic sourcing platform well in advance of their intention of submitting a bid to ensure familiarity with the use of the City's on-line strategic sourcing platform. The City shall not be responsible for a Bidder's inability to submit a Bid by the end date and time for any reason, including issues arising from the use of the City's on-line strategic sourcing platform.

It is the sole responsibility of the Bidder to ensure that their bid is submitted electronically through the City's on-line strategic sourcing platform no later than the time and date specified in this solicitation. PAPER BID SUBMITTALS WILL NOT BE ACCEPTED. BIDS MUST BE SUBMITTED ELECTRONICALLY VIA the City's on-line strategic sourcing platform.

1.5 Electronic Bid Openings

Please be advised that effective immediately, and until further notice, all Invitation to Bids, Request for Proposals, Request for Qualifications, and other solicitations led by the City of Fort Lauderdale will be opened electronically via the City's on-line strategic sourcing platform at the date and time indicated on the solicitation. All openings will be held on the City's on-line strategic sourcing platform.

Anyone requesting assistance or having further inquiry in this matter must contact the Procurement Specialist indicated on the solicitation, via the Question-and-Answer forum on the City's on-line strategic sourcing platform before the Last Day for Questions indicated in the Solicitation.

END OF SECTION

SECTION II - SPECIAL TERMS AND CONDITIONS

2.1 General Conditions

ITB General Conditions (Form G-107, Rev. 09/22) are included and made a part of this ITB.

2.2 Addenda, Changes, and Interpretations

It is the sole responsibility of each firm to notify the Procurement Specialist utilizing the question / answer feature provided by the City's on-line strategic sourcing platform and request modification or clarification of any ambiguity, conflict, discrepancy, omission, or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Question and Answer (Q & A) Deadline. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services to be performed or the solicitation process will be answered within the question / answer feature provided by the City's on-line strategic sourcing platform and shall be for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the City and uploaded to the City's on-line strategic sourcing platform as a separate addendum to the ITB. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City and should be disregarded. All addenda are a part of the competitive solicitation documents, and each firm will be bound by such addenda. It is the responsibility of each to read and comprehend all addenda issued.

2.3 Changes and Alterations

Bidder may change or withdraw a Bid at any time prior to Bid submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the Bid deadline.

2.4 Bidder's Costs

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

2.5 Pricing/Delivery

All pricing should be identified on the Cost page provided in this ITB. No additional costs may be accepted, other than the costs stated on the Bid Submittal page. Failure to use the City's Bid Submittal page and provide costs as requested in this ITB may deem your bid non-responsive.

Bidder shall quote a firm, fixed price for all services stated in the ITB. All costs including travel shall be included in your cost. The City shall not accept any additional costs including any travel associated with coming to the City of Fort Lauderdale.

All pricing must include delivery and installation and be quoted FOB: Destination.

2.6 Price Validity

Prices provided in this Invitation to bid (ITB) shall be valid for at least One-Hundred and Twenty (120) days from time of ITB opening unless otherwise extended and agreed upon by the City and Bidder. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

2.7 Invoices/Payment

The City will accept invoices no more frequently than once per month. Each invoice shall fully detail the related costs and shall specify the status of the particular task or project as of the date of the invoice with regard to the accepted schedule for that task or project. Payment will be made within

Payment terms will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last, in accordance with the Florida Local Government Prompt Payment Act. Bidder may offer cash discounts for prompt payment, but they will not be considered in determination of award.

2.8 Related Expenses/Travel Expenses

All costs including travel are to be included in your bid. The City will not accept any additional costs.

2.9 Payment Method

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to payment by credit card via MasterCard or Visa. This allows you as a vendor of the City of Fort Lauderdale to receive your payment fast and safely. No more waiting for checks to be printed and mailed. Payments will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, firms must presently have the ability to accept credit card payment or take whatever steps necessary to implement acceptance of a credit card before the commencement of a contract. See Contract Payment Method form attached.

2.10 Mistakes

The Bidder shall examine this ITB carefully. The submission of a bid shall be prima facie evidence that the Bidder has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the Bidder from liability and obligations under the Contract.

2.11 Acceptance of Bids / Minor Irregularities

2.11.1 The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variances to specifications contained in bids which do not make the bid conditional in nature and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a bidder an advantage or benefit not enjoyed by other bidders, does not adversely impact the interests of other firms, or does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue an ITB.

2.11.2 The City reserves the right to disqualify Bidder during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Bidder.

2.12 Modification of Services

2.12.1 While this contract is for services provided to the department referenced in this ITB, the City may require similar work for other City departments. Successful Bidder agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Successful Bidder.

2.12.2 The City reserves the right to delete any portion of the work at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished and approved by the City on any portion of a contract resulting from this ITB, the Successful Bidder shall be paid for the work

completed on the basis of the estimated percentage of completion of such portion to the total project cost.

2.12.3 The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Successful Bidder agrees to provide such items or services and shall provide the City prices on such additional items or services. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Successful Bidder thirty (30) days written notice.

2.12.4 If the Successful Bidder and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Successful Bidder will submit a revised budget to the City for approval prior to proceeding with the work.

2.13 Non-Exclusive Contract

Bidder agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

2.14 Sample Contract Agreement

A sample of the formal agreement template, which may be required to be executed by the awarded vendor can be found at our website:

<https://www.fortlauderdale.gov/home/showdocument?id=1212>

2.15 Responsiveness

In order to be considered responsive to the solicitation, the firm's bid shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.

2.16 Responsibility

In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

2.17 Minimum Qualifications

To be eligible for award of a contract in response to this solicitation, the Bidder must demonstrate that they have successfully completed services, as specified in the Technical Specifications / Scope of Services section of this solicitation, are normally and routinely engaged in performing such services, and are properly and legally licensed to perform such work. In addition, the Bidder must have no conflict of interest with regard to any other work performed by the Bidder for the City of Fort Lauderdale.

2.17.1 Firm or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.

2.17.2 Neither firm nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

2.18 Lobbying Activities

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-11-42 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-11-42 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at <http://www.fortlauderdale.gov/home/showdocument?id=6036>.

2.19 Local Business Preference

2.19.1 Section 2-186, Code of Ordinances of the City of Fort Lauderdale, provides for a local business preference. In order to be considered for a local business preference, a Bidder must include the Local Business Preference Certification Statement of this ITB, as applicable to the local business preference class claimed at the time of Bid submittal:

2.19.2 Upon formal request of the City, based on the application of a Local Business Preference the Bidder shall within ten (10) calendar days submit the following documentation to the Local Business Preference Class claimed:

- a. Copy of City of Fort Lauderdale current year business tax receipt, or Broward County current year business tax receipt, and
- b. List of the names of all employees of the Bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

2.19.3 Failure to comply at time of Bid submittal shall result in the Bidder being found ineligible for the local business preference.

2.19.4 The complete local business preference ordinance may be found on the City's web site at the following link:

https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-186LOBUPR

2.19.5 Definitions

- a. The term "Class A business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.
- b. The term "Class B business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, or shall maintain a staffing level for the proposed work of at least fifty percent (50%) who are residents of the City of Fort Lauderdale.

- c. The term "Class C business" shall mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of Broward County.
- d. The term "Class D business" shall mean any business that does not qualify as a Class A, Class B, or Class C business.

2.20 Disadvantaged Business Enterprise Preference

2.20.1 Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business preference. In order to be considered for a disadvantaged business preference, a Bidder must include a certification from a government agency, as applicable to the disadvantaged business preference class claimed at the time of Bid/Proposal submittal:

2.20.2 Upon formal request of the City, based on the application of a Disadvantaged Business Preference the Bidder shall within ten (10) calendar days submit the following documentation to the Disadvantaged Business Enterprise Preference Class claimed:

- a. Copy of City of Fort Lauderdale current year business tax receipt, or the Tri-County (Broward, Dade, West Palm Beach) current year business tax receipt, or proof of active Sunbiz status and
- b. List of the names of all employees of the Bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or the Tri-County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

2.20.3 Failure to comply at time of Bid/Proposal submittal shall result in the Bidder being found ineligible for the Disadvantaged Business Enterprise Preference business preference.

2.20.4 The complete disadvantaged business preference ordinance may be found on the City's web site at the following link:
<https://www.fortlauderdale.gov/home/showpublisheddocument?id=56883>

2.20.5 Definitions

- a. The term "Disadvantaged Class 1 Enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the city's Procurement Manual.
- b. The term "Disadvantaged Class 2 Enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with full-time employees and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the city's Procurement Manual.
- c. The term "Disadvantaged Class 3 Enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within

the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

- d. The term "Disadvantaged Class 4 Enterprise" shall mean any disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

2.21 Protest Procedure

2.21.1 Any Bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law, may follow the protest procedure as found in the city's procurement ordinance within five (5) days after a notice of intent to award is posted on the city's web site at the following link.

<https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/notices-of-intent-to-award>

2.21.2 The complete protest ordinance may be found on the city's web site at the following link:

https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTVFI_DIV2PR_S2-182DIREPRAWINAW

2.22 Public Entity Crimes

Bidder, by submitting a bid, certifies that neither the Bidder nor any of the Bidder's principals has been placed on the convicted vendor list as defined in Section 287.133, Florida Statutes (2018), as may be amended or revised. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

2.23 Subcontractors

2.23.1 If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid/proposal response. Such information shall be subject to review, acceptance, and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.

2.23.2 Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, at Contractor's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including

any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.

- 2.23.3** Contractor shall require all its subcontractors to provide the required insurance coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the contractor.

2.24 Bid Security – N/A

2.25 Payment and Performance Bond – N/A

2.26 Insurance Requirements

- 2.26.1** As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

- 2.26.2** The coverages, limits, and endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

- 2.26.3** The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$2,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$2,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipal corporation, its officials, employees, and volunteers are to be covered as an additional insured 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 liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

2.26.4 Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term or any surviving obligation of the Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is 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.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Proposal/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

2.26.5 The Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

2.26.6 If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

2.26.7 The Contractor's insurance coverage shall be primary insurance as respects to the City, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.

2.26.8 Any exclusion or provision in any insurance policy maintained by the Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

2.26.9 All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

2.26.10 The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement shall be provided to the Contractor's insurance company or companies and the City's Risk Management office as soon as practical.

2.26.11 It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

2.27 Insurance – Sub-Contractors

Contractor shall require all its Sub-Contractors to provide the aforementioned coverage as well as any other coverage that the Contractor may consider necessary, and any deficiency in the coverage or policy limits of said Sub-Contractors will be the sole responsibility of the Contractor.

2.28 Insurance for Collection of Credit Card Payments – N/A

2.29 Award of Contract

Contractor must bid on all items. Partial bids will not be considered.

The City also reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City.

A Contract (the "Agreement") may be awarded by the City Commission. The City reserves the right to execute or not execute, as applicable, a contract with the Bidder(s) that is determined to be in the City's best interests. The City reserves the right to award a contract to more than one Bidder, at the sole and absolute discretion of the City.

2.30 Damage to Public or Private Property

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

2.31 Safety

The Contractor(s) shall adhere to the Florida Department of Transportation's Uniform manual on Traffic Control for construction and maintenance work zones when working on or near a roadway. It will be the sole responsibility of the Contractor to make themselves and their employees fully aware of these provisions, especially those applicable to safety.

2.32 Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

2.32.1 The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

2.32.2 The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

2.32.3 No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

2.32.4 The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

2.33 Canadian Companies

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in

Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

2.34 News Releases/Publicity

News releases, publicity releases, or advertisements relating to this contract, or the tasks or projects associated with the project shall not be made without prior City approval.

2.35 Approved Equal or Alternative Product Bids – N/A

2.36 Contract Period

The initial contract term shall commence upon date of award by the City or March 8, 2023 whichever is later, and shall expire 1 (one) year from that date. The City reserves the right to extend the contract for three, additional one-year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than 270 days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

2.37 Cost Adjustments – N/A

2.38 Service Test Period

If the Contractor has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract. This trial period will then become part of the initial contract period.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor (if applicable).

2.39 Contract Coordinator

The City may designate a Contract Coordinator whose principal duties shall be:

- Liaison with Contractor.
- Coordinate and approve all work under the contract.
- Resolve any disputes.
- Assure consistency and quality of Contractor's performance.
- Schedule and conduct Contractor performance evaluations and document findings.
- Review and approve for payment all invoices for work performed or items delivered.

2.40 Contractor Performance Reviews and Ratings

The City Contract Coordinator may develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

| | |
|----------------|--|
| Excellent | Far exceeds requirements. |
| Good | Exceeds requirements |
| Fair | Just meets requirements. |
| Poor | Does not meet all requirements and contractor is subject to penalty provisions under the contract. |
| Non-compliance | Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract. |

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

2.41 Substitution of Personnel

It is the intention of the City that the Contractor's personnel proposed for the contract will be available for the contract term. In the event the Contractor wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause. See Section 5.09 General Conditions.

2.42 Ownership of Work – N/A

2.43 Condition of Trade-In Equipment – N/A

2.44 Conditions of Trade-In Shipment and Purchase Payment – N/A

2.45 Verification of Employment Status

Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency is required to utilize the US Department of Homeland Security's E-Verify system (per Executive Order Number 11-02) to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency.

E-VERIFY Affirmation Statement must be completed and submitted with Bidder's response to this ITB.

2.46 Service Organization Controls -N/A

2.47 Warranties of Usage

Any estimated quantities listed are for information and tabulation purposes only. No warranty or guarantee of quantities needed is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

2.48 Rules and Submittals of Bids

The signer of the bid must declare that the only person(s), company or parties interested in the bid as principals are named therein; that the bid is made without collusion with any other person(s), company or parties submitting a bid; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the bid has full authority to bind the principal bidder.

2.49 Bid Tabulations/Intent to Award

Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process may be found at: <https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/notices-of-intent-to-award>. Tabulations of receipt of those parties responding to a formal solicitation may be found at: <https://www.fortlauderdale.gov/government/departments-a-h/finance/procurement-services/bid-results>, or any interested party may call the Procurement Services Division at 954-828-5933.

2.50 Public Records

All bids will become the property of the City. The Bidder's response to the ITB is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters, or other material submitted in connection with this ITB and any resulting Contract to be executed for this ITB, subject to the provisions of Chapter 119.07 of the Florida Statutes. Any language contained in the Bidder's response to the ITB purporting to require confidentiality of any portion of the Bidder's response to the ITB, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Bidder submits any documents or other information to the City which the Bidder claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Bidder shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Bidder must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Bidder's response to the ITB constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the Bidder agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the 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 (2022), as may be amended or revised, or as otherwise provided by law.

3. 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 this contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

2.51 PCI (Payment Card Industry) Compliance

Contractor agrees to comply with all applicable state, federal and international laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of protected information.

Contractor and/or any subcontractor that handles credit card data must be, and remain, PCI compliant under the current standards and will provide documentation confirming compliance upon request by the City of Fort Lauderdale, failure to produce documentation could result in termination of the contract.

END OF SECTION

SECTION III - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

3.1 Scope of Services

The successful Contractor shall provide sound, stage, lighting and video screen services as necessary. The Contractor shall also be responsible to ensure the availability of complete concert quality sound system(s) and component equipment. Services, as listed below, will be required of the successful Contractor:

- A. Rental, transportation, set-up and tear-down of all video walls, sound systems and equipment, including lights when specified.
- B. Provide sound technician, monitoring services, video technicians and light technicians, as and where required.
- C. Major festivals and events may require set-up of all equipment one day prior to the event including sound checks.
- D. All Contractor employees must present themselves in a professional manner in both appearance and attitude while on-site. All Contractor personnel shall have a neat appearance and shall wear a shirt with branding / logo, which identifies them as Contractor personnel, issued by the Contractor.
- E. Sound level monitoring devices are required on all stages and equipment for all events and Contractor personnel shall respond to the requests of event staff regarding noise levels during performances.
- F. All Contractor personnel are responsible for their own meals and beverages while on-site. Employees **SHALL NOT** consume or be under the influence of alcohol and/or drugs while on-site.
- G. Contractor must provide all hardware and equipment necessary to operate all front of house & monitor boards including, but not limited to, scaffolding, tents, covers, chairs, lights, etc. as required by the City.

3.2. Rental of Sound Equipment

All rates provided shall include transportation of Contractors equipment, as well as labor, set-up and tear-down of all equipment. This should include proper electrical hook-ups, sound & lights, monitor mixing towers, staging and light towers. Sound, light and video technician services are priced per hourly rates as noted.

A. SMALL SOUND SYSTEM

- 1. This 300-watt sound system would accommodate a small concert up to 300 people in a small area, and a band size of a single, duos or trios. The system would include a mixer, amplifier, speakers on sticks and can be used for announcements, speeches, dignitaries, small gatherings, etc. It is not to be used for larger audiences.
- 2. The system would include speakers, monitors, mixer, amplifier, microphones, stands cables, cords and power distribution system required to produce the show. Provide equipment list based on these requirements.

B. SMALL CONCERT SOUND SYSTEM

1. This 5 KW sound system would include a house speaker system with 1 stack aside and be suitable for crowds of up to 500 and for a band size of 4-5 pieces.
2. System would include all speakers, monitors, mixing console, amplifiers, microphones,
3. Stands, cables, cords and power distribution system required to produce the show.
4. Provide equipment list & quantities based on these requirements.

C. MEDIUM CONCERT SOUND SYSTEM

1. This 10kw sound system will accommodate a 4-6 piece band, and entertain a crowd of 500-1000.
2. System would include speakers, monitors, mixing console, amplifiers, microphones, stands cables, cords and power distribution system required to produce the show. Provide equipment list & quantities based on these requirements.

D. LARGE CONCERT QUALITY SOUND SYSTEM FOR MAIN ACTS

1. To provide a minimum concert quality sound system, a complete system that includes the following minimum specs. This system is for national acts, main stage full concert sound system and crowds over 1000.
2. Typical Concert Quality Sound System
3. System would include house speaker system, house console, outboard equipment, monitor mixing console, monitor outboard rack, monitor speakers, amplifiers, microphones, stands cables, cords and power distribution system required to produce the show. Provide equipment list & quantities based on these requirements.

E. CONCERT QUALITY SOUND SYSTEM BACKLINE PACKAGE

1. This package would supplement the sound system and provide standard backline equipment.
2. Supply the following equipment at a packaged day rate:
 - a. Drum kit: 5 pc Yamaha drum kit (or equivalent) complete with all hardware, cymbals, snare and drum carpet
 - b. Bass guitar rig: Gallian-Kruger RB-800 bass amplifier with Guild-Hartke 4X10" cabinet and 1X15" cabinet (or equivalent)
 - c. Guitar amplifiers: 2 each Fender twin guitar amplifiers or Roland JL120 amps (or equivalent)

3.3 Labor, Costs and Repairs

Provide sound technician services for all sound systems as listed above for designated festivals and events as required by size of system. Sound technician should be on site prior to opening of festival/event and stay through the end of the show as designated by City staff.

3.4 Lighting Systems

All lighting systems must include the proper hardware and/or scaffolding as needed & necessary to fully operate each system as required by the City.

A. SMALL LIGHTING SYSTEM

1. This lighting system is for a small stage, 3-5 performers, minimal fixed lighting, no spots, scene or special effects. This lighting is for the audience to see the performers and includes 2 trees of LED instruments.
2. Lights: 2 trees of lights with 4 cans LED lights (each tree) with gel frame and color

gel selection.

3. Dimming and control: This system does not include any dimming capability
4. A-C Power: 2 each 50' power cords, 2 each quad boxes

B. MEDIUM LIGHTING SYSTEM

1. This lighting system is for a bigger stage where the band members (4-6) are spread out on stage. This lighting system includes 4 trees of LED lights.
2. Lights: 4 trees of lights with 4 cans of LED lights (each tree) with gel frame and color gel selection.
3. Dimming and control: 2 each ETA 4 channel 1.2 KW dimmer packs, 1 each NSI 12 channel digital lighting board,
4. A-C Power: 4 each 50' extension cords, 2 each quad boxes, Lighting to be either U-Grounded (generator) or power distribution compatible

C. CONCERT QUALITY LIGHTING SYSTEM

1. This lighting system is for main stages, national acts. The lighting system includes LED lights flown with two spotlights.
2. Lights: Minimum 48 each LED lamps with gel frame and color gel selection.
3. Support System: Minimum 4 each 10' selection of aluminum box Thomas trussing drops or chain motors to attach to predetermined "Flying Points" inclusive of all necessary rigging hardware (spansets, shackles, (2) super genie towers).
4. Dimming and control: Minimum 1 each 36-48 channel 2.4 KW per channel dimmer pack Leprecon-RTC-RET, Minimum 1 each Leprecon LP1500/2000 lighting board, 1 each 200' DMX control cable, Minimum 8-10 each 100' 4 or 6 circuit multicore lighting interface cables.
5. Communications: 1 each 2 channel Clear-Com base station with minimum 3 headsets between lighting operators and follow spot operators.
6. A-C Power: Lighting must be power distribution compatible.
7. Spotlights: 2 elevated follow spots minimum, Lycian Superstar 1.2

D. LABOR OPERATORS FOR LIGHTING SYSTEMS

The lighting system operator is responsible for all lights during show including special effects; the spotlight operator is responsible for the follow spotlights only. The lighting system operator and/or spotlight operator should be on site as designated by City staff and stay until the completion of the show.

3.5. Staging

- A. Type of stage will be determined by the City per event on an as-needed basis. More than one stage may be used at one time.

Included in pricing for below items 1-3 should be the following items:

- Stage skirting: Black stage skirting on 3 sides (front and sides)
- Stairs: 2 sets of stairs with hand rails
- Monitor Wing: One or two sides would be determined by needs of show.

1. 1 (one) Scaffolding stage 35'X30'X5' high with floor & roof, skirting and stairs (see below)
2. 1 (one) Scaffolding stage 20' x 16' x 2' high with roof, skirting and stairs (see below)
3. 1 (one) Scaffolding stage 20' x 16' x 4' high trussing roof, skirting and stairs
4. 1 (one) Mobile Stage 24' x 32' XXL Mobile Stage with skirting and stairs

B. STAGE HANDS

Provide stage hands per show as needed. Stage hands should be on-site as designated by City staff per show.

3.6. Additional Band Gear

- A. Drum Kit: 5 pieces w/cymbals & throne
- B. Bass Guitar Rig
- C. Guitar Amps (fender twin, JC120 or equal)
- D. Keyboard (DX-7, D-50, M-1 or equal)
- E. Electronic Piano (weighted keys Korg SG1D, Kurzwell PC88/Trinity Pro)
- F. Wireless Microphones (VHF Semi-Pro)
- G. AM/FM Tuner
- H. Wireless microphones (UHF Shure/Pro)
- I. DJ Coffin #1: DJ mixer (two Technic turntables, with Pioneer mixer) or equivalent
- J. DJ Coffin #2: two CD players with mixer combo set
- K. Monitor in ear units

3.7. Video Screens

Proposer must include all components, hardware and scaffolding for the proper set up and operation of each system as required by the City. The technician should remain with the screen throughout the event.

- A. M1: 16' x 8' video screen
- B. M2: 21' x 10' video screen
- C. M3: 10' x 6' video screen

3.8. Other Special Effects

Proposer should provide a list on included sheet of all other special effects and pricing your company has to offer (i.e. confetti cannons, fog machines, snow machines, strobe lighting, etc.).

3.9. Citywide Community Events and Estimated Requirements

The following is a list of the current functions within the City of Fort Lauderdale and their current anticipated usage of needs. The City estimates that this contract will encompass the amounts as shown within this bid; however, these are estimates only and no warranty or guarantee is given as to the actual number that shall be processed as a result of this contract. **Please refer to the Sections in bold and italics for a description of the specific items required.**

- A. January N/A
- B. February Sistrunk Parade & Festival (7:00 am – 11:00 pm)
Last Saturday
Sistrunk Blvd.
Stage 1: **3.2(D), 3.3, 3.4(C), 3.4(D), 3.5(A,4), 3.5(B), 3.6, 3.7(B)**
Stage 2: **3.2(D), 3.3**

- C. February Kijiji Moja
 Second Saturday
 Lincoln Park
 1 Stage: **3.2(B), 3.3**
- City Picnic (10:00 am – 5:00 p.m.)
 Date varies
 Snyder Park
 1 stage: **3.2(B), 3.3**
- D. March St. Patrick's Parade & Festival and Street Stripping (9:00 am – 7:00pm)
 Friday & Saturday before St. Patrick's Day
 Location TBD
 Estimated needs for 4 stages:
 Stage 1: **3.2(D), 3.3, 3.5(A)4, 3.5(B), 3.6, 3.7(B)**
 Stage 2: **3.2(A)**
 Stage 3 (Judges): **3.2(A)**
 Stage 4 (street Stripping): **3.2(A)**
- E. May Great American Beach Party (11:00 am – 6:30 pm)
 Saturday of Memorial Day Weekend
 Las Olas Oceanside Park
 Estimated needs for 1-2 stages
 Stage 1: **3.2(D), 3.2(E), 3.3, 3.6, 3.5(A)4, 3.5(B), 3.7(A)**
 Stage 2: **3.2(D), 3.2(E), 3.3, 3.6**
 Honoree Reception: **3.2(A)**
- Memorial Day Ceremony at Cemetery (9:00 am)
 Memorial Day
 Lauderdale Memorial Cemetery
 1 Stage: **3.2(C), 3.3, 3.7(A)**
- Relay for Life (Date TBD)
 Carter Park
 1 stage: **3.2(B), 3.3, 3.5(A)4, 3.5(B)**
- F. March – May Viernes Musicales (7:00 – 10:00 pm)
 Second Friday
 Riverland Park
 Estimated needs: **3.2(C), 3.3**

- G. March – July and September & October
Carter Park Jamz (7:00 – 10:00 pm)
 Third Friday
 Carter Park
 Stage 1: **3.2(D), 3.3 June & July add 3.5(A)3, 3.5(B), 3.4(C)**
- H. June – August Starlight Musicals (7:00 – 10:00 pm)
 Fridays (Second Friday in June – Second Friday August)
 Holiday Park
 1 Stage: **3.2(D), 3.3**
- I. July July 4th (Noon – 9:30 pm)
 Fort Lauderdale Beach & LOOP
 Stage 1: **3.2(D), 3.3, 3.6, 3.7(B)**
 Stage 2: **3.2(D), 3.3, 3.4(D), 3.5(A)4, 3.5(B), 3.6, 3.7(B)**
- J. July / August David Deal Event /dates TBD
 Carter Park

Summer Jamz (7:00 – 10:00 pm)
 Third Friday
 Mills Pond
 1 Stage: **3.2(D), 3.3, 3.4(C), 3.4(D), 3.5(A)4, 3.5(B), 3.6, 3.7(B)**
- K. September Pre-Labor Day Celebration (11:30 am– 10:00pm)
 Saturday of Labor Day Weekend
 North Beach Shops
 Estimated use for stages
 Stage 1 (Fishtales); **3.2(D), 3.3**
 Stage 2 (Blue Jean Blues): **3.2(D), 3.3, 3.4(B), 3.5(A)2, 3.5(B)**
- L. October LauderBoo (Noon – 5:00 pm)
 Last two Saturday's
 Snyder Park
 Estimated needs: **3.2(A), 3.3, 3.7(B)**

- M. November Get Lit (Light Up Riverwalk) 5:30 – 8:30 pm
 Second Thursday
 Esplanade Park & Riverwalk
 1 Stage: **3.2@, 3.3, 3.4(B), 3.4(D), 3.7(A)**
- Light Up the Galt (5:30 – 10:00pm)
 Third Thursday
 North Beach Shops
 Estimated use for 4 stages
 Stage 1 (Ochestra): **3.2@, 3.3, 3.4(B), 3.5(A)1, 3.5(B), 3.7(C)**
 Stage 2 (Fishtales); **3.2(D), 3.3**
 Stage 3 (Blue Jean Blues): **3.2(D), 3.3, 3.4(B), 3.5(A)2, 3.5(B)**
- N. November Light Up the Beach (5:30 – 9:00 pm)
 Tuesday before Thanksgiving
 Las Olas Oceanside Park (LOOP)
 Stage 1: **3.2(C), 3.3, 3.4(B), 3.7(C)**
- Menorah Lighting (5:30 – 8:00pm)
 First Night of Channuaka
 Las Olas Oceanside Park
 1 Stage: **3.2(B), 3.3**
- O. December Light Up Sistrunk (5:30 – 10:00 pm)
 First Friday
 Sistrunk Blvd
 Estimates for two stages
 Stage 1: **3.2(D), 3.3, 3.4(C), 3.4(D), 3.5(A), 3.5(B), 3.6, 3.7(A)**
 Stage 2 (Santa): **3.2(B), 3.3, 3.4(B), 3.4(D), 3.5(A)1, 3.5(B)**
- Luminary Ceremony
 First Saturday
 Lauderdale Memorial Cemetery
 1 stage: **3.2(A), 3.3, 3.4(A), 3.4(D)**
- Luminary Ceremony
 Second Saturday
 Sunset Memorial Gardens Cemetery
 1 stage: **3.2(A), 3.3, 3.4(A), 3.4(D)**
- Downtown Countdown (4:00 pm – 1:00 am)
 New Years Eve
 Esplanade Park & SW 2nd Street
 1 Stage: **3.2(D), 3.3, 3.4(C), 3.4(D), 3.6, 3.7(A)**

P. Months TBD

Sip, Splats & Sounds

Various Sundays

Hardy Park

1 Stage: **3.2(C), 3.3**

END OF SECTION

Amendments To This Event (5,000 row record limit)

| Version Number | Version Date | Comment |
|----------------|------------------------|---|
| 1 | 01/19/2023 01:00:44 PM | This Amendment extended the close date from 1/19/23 to 1/23/23. All other terms and conditions remain the same. |

**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

These instructions and conditions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB), Request for Qualifications (RFQ), and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared by the City as conditional.

- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

- 1.10 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION:** It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set

aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

- 1.11 SCRUTINIZED COMPANIES:** As a condition precedent to the effectiveness of this Agreement, subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2022), as may be amended or revised. As a condition precedent to any contract for goods or services of any amount and as a condition precedent to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2022), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2022), as may be amended or revised, or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2022), as may be amended or revised.

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

- 2.01 BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) The solicitation document used for soliciting competitive sealed bids for goods or services.

INVITATION TO NEGOTIATE (ITN) All solicitation documents, regardless of medium, whether attached to or incorporated by reference in solicitations for responses from firms that invite proposals from interested and qualified firms so the city may enter into negotiations with the firm(s) determined most capable of providing the required goods or services.

REQUEST FOR PROPOSALS (RFP) A solicitation method used for soliciting competitive sealed proposals to determine the best value among proposals for goods or services for which price may not be the prevailing factor in award of the contract, or the scope of work, specifications or contract terms and conditions may be difficult to define. Such solicitation will consider the qualifications of the proposers along with evaluation of each proposal using identified and generally weighted evaluation criteria. RFPs may include price criteria whenever feasible, at the discretion of the city.

REQUEST FOR QUALIFICATIONS (RFQ) A solicitation method used for requesting statements of qualifications in order to determine the most qualified proposer for professional services.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A firm who has submitted a bid, offer, quote, or response which conforms in all material respects to the competitive solicitation document and all of its requirements.

RESPONSIBLE BIDDER – A firm who is fully capable of meeting all requirements of the solicitation and subsequent contract. The respondent must possess the full capability, including financial and technical, ability, business judgment, experience, qualifications, facilities, equipment, integrity, capability, and reliability, in all respects to perform fully the contract requirements and assure good faith performance as determined by the city.

FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Any firm having a contract with the city. Also referred to as a "Vendor".

CONTRACT – All types of agreements, including purchase orders, for procurement of supplies, services, and construction, regardless of what these agreements may be called.

CONSULTANT – A firm providing professional services for the city.

- 2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears

freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.

- 3.04 **TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.
- 3.05 **WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 **APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 **MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 **MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 **SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 **LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 **BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 **USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 **QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 **BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 **PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. In addition, the proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as exempt from disclosure or confidential. Proposals bearing copyright symbols or otherwise purporting to be subject to copyright protection in full or in part may be rejected. The proposer authorizes the City to publish, copy, and reproduce any and all documents submitted to the City bearing copyright symbols or otherwise purporting to be subject to copyright protection.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

3.16 PROHIBITION OF INTEREST: No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.

3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS: The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

3.18 LEGAL REQUIREMENTS: Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

3.19 BID PROTEST PROCEDURE: Any proposer or bidder who is not recommended for award of a contract and who alleges a failure by the city to follow the city's procurement ordinance or any applicable law may protest to the chief procurement officer, by delivering a letter of protest to the director of finance within five (5) days after a notice of intent to award is posted on the city's web site at the following url: <https://www.fortlauderdale.gov/departments/finance/procurement-services/notices-of-intent-to-award>

The complete protest ordinance may be found on the city's web site at the following url:

https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeid=coor_ch2ad_artvfi_div2pr_s2-182direpr

PART IV BONDS AND INSURANCE

4.01 PERFORMANCE BOND: If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

4.02 INSURANCE: The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an **ADDITIONAL INSURED for General Liability Insurance** and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

5.01 COMPLIANCE WITH SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance with bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Bidder's name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
- All City Departments being advised to refrain from doing business with the Bidder.
- All other remedies in law or equity.

5.02 ACCEPTANCE, CONDITION, AND PACKAGING: The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

5.03 SAFETY STANDARDS: All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended.

- 5.04 **ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 **OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 **VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 **INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 **INDEMNITY/HOLD HARMLESS AGREEMENT:** Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 **TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 **TERMINATION FOR CONVENIENCE:** The City reserves the right, in the City's best interest as determined by the City, to cancel any contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 **CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 **RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or the City Auditor's designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports, and records relating to this contract. The Contractor shall retain all books of account, reports, and records relating to this contract for the duration of the contract and for three years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the contract are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of the Florida Department of State, whichever is later.
- 5.13 **PERMITS, TAXES, LICENSES:** The successful Contractor shall, at his/her/its own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 **LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.

NON-DISCRIMINATION: The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, age, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, marital status, or any other protected classification as defined by applicable law.

1. The Contractor certifies and represents that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2019), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

- 5.15 **UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve Contractor of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying Contractor from receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.16 ELIGIBILITY:** If applicable, the Contractor must first register with the Florida Department of State in accordance with Florida Statutes, prior to entering into a contract with the City.
- 5.17 PATENTS AND ROYALTIES:** The Contractor, without exception, shall defend, indemnify, and hold harmless the City and the City's employees, officers, employees, volunteers, and agents from and against liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including their use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include any and all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.18 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.19 GOVERNING LAW; VENUE:** The Contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of the Contract, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.
- 5.20 PUBLIC RECORDS:**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the 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 (2019), as may be amended or revised, or as otherwise provided by law.
3. 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 Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.



NON-COLLUSION STATEMENT

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g., ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents, and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME

RELATIONSHIPS

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

Authorized Signature

Title

Name (Printed)

Date



**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-17(a)(i)(ii), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

- A. Contractors doing business with the City shall not discriminate against their employees based on the employee's race, color, religion, gender (including identity or expression), marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

Contracts. Every Contract exceeding \$100,000, or otherwise exempt from this section shall contain language that obligates the Contractor to comply with the applicable provisions of this section.

The Contract shall include provisions for the following:

- (i) The Contractor certifies and represents that it will comply with this section during the entire term of the contract.
- (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.

Authorized Signature

Print Name and Title

Date



CONTRACT PAYMENT METHOD

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept the credit card or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below, you agree with these terms.

Please indicate which credit card payment you prefer:

____ MasterCard

____ Visa

Company Name

Name (Printed)

Signature

Title

Date



LOCAL BUSINESS PREFERENCE

Section 2-199.2, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-12-04), provides for a local business preference.

In order to be considered for a local business preference, a bidder must include the Local Business Preference Certification Statement of this ITB, as applicable to the local business preference class claimed **at the time of bid submittal**.

Upon formal request of the City, based on the application of a Local Business Preference the Bidder shall, within ten (10) calendar days, submit the following documentation to the Local Business Preference Class claimed:

- A) Copy of City of Fort Lauderdale current year business tax receipt, or Broward County current year business tax receipt, **and**
- B) List of the names of all employees of the bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the local business preference.

THE COMPLETE LOCAL BUSINESS PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:

https://library.municode.com/fl/fort_lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2_AD_ARTVFI_DIV2PR_S2-186LOBUPR

Definitions: The term "Business" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four (4) types of classes:

1. Class A Business – shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **and** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
2. Class B Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **or** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
3. Class C Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone **and** staffed with full-time employees within the limits of Broward County.
4. Class D Business – shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.



LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local business price preference classification as indicated herein, and further certifies and agrees that it will re-affirm its local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this ITB. Violation of the foregoing provision may result in contract termination.

- (1) is a **Class A** Business as defined in City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the City of Fort Lauderdale current year Business Tax Receipt and a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

Business Name

- (2) is a **Class B** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Business Tax Receipt or a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

Business Name

- (3) is a **Class C** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.

Business Name

- (4) requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

Business Name

- (5) requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

Business Name

- (6) is considered a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186 and does not qualify for Local Preference consideration.

Business Name

BIDDER'S COMPANY: _____

AUTHORIZED COMPANY PERSON: _____
PRINT NAME SIGNATURE DATE



DISADVANTAGED BUSINESS ENTERPRISE (DBE) PREFERENCE

Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business preference.

In order to be considered for a DBE Preference, a bidder must include a certification from a government agency, as applicable to the DBE Preference class claimed **at the time of bid submittal**.

Upon formal request of the City, based on the application of a DBE Preference the Bidder shall, within ten (10) calendar days, submit the following documentation to the DBE Class claimed:

A) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **or** State of Florida active registration **and/or**

B) List of the names of all employees of the bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the disadvantaged business preference.

THE COMPLETE DBE PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: <https://www.fortlauderdale.gov/home/showpublisheddocument?id=56883>

Definitions

- a. The term "disadvantaged class 1 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- b. The term "disadvantaged class 2 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with a full-time employees and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- c. The term "disadvantaged class 3 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- d. The term "disadvantaged class 4 enterprise" shall mean any disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.



DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the disadvantaged business enterprise price preference classification as indicated herein, and further certifies and agrees that it will re-affirm its preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this solicitation. Violation of the foregoing provision may result in contract termination.

- (1) is a disadvantaged class 1 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

Business Name

- (2) is a disadvantaged class 2 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with a full-time employee(s) and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

Business Name

- (3) is a disadvantaged class 3 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

Business Name

- (4) is a disadvantaged class 4 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

Business Name

- (5) is not considered a Disadvantaged Enterprise Business as defined in the City of Fort Lauderdale Ordinance Sec.2-185 and does not qualify for DBE Preference consideration.

Business Name

BIDDER'S COMPANY: _____

AUTHORIZED COMPANY PERSON: _____
PRINT NAME SIGNATURE DATE



E-VERIFY AFFIRMATION STATEMENT

Solicitation/Bid /Contract No: _____

Project Description:

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- A. all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- B. all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name: _____

Authorized Company Person's Signature: _____

Authorized Company Person's Title: _____

Date: _____



REFERENCES

A minimum of three (3) references shall be provided. It is the responsibility of the Bidder/ Proposer to ensure that the information provided is accurate and current. The City may find your firm non-responsive for providing wrong and or outdated information. Additional references may be provided on a separate page.

Company Name: _____
Address: _____
Contact Person: _____
Title: _____
Phone #: _____
Email: _____
Contract Value: _____
Year(s): _____
Description: _____

Company Name: _____
Address: _____
Contact Person: _____
Title: _____
Phone #: _____
Email: _____
Contract Value: _____
Year(s): _____
Description: _____

Company Name: _____
Address: _____
Contact Person: _____
Title: _____
Phone #: _____
Email: _____
Contract Value: _____
Year(s): _____
Description: _____

CITY OF FORT LAUDERDALE BID/PROPOSAL CERTIFICATION

Please Note: It is the sole responsibility of the bidder/proposer to ensure that their response is submitted electronically through the City's on-line strategic sourcing platform prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration) _____ EIN (Optional): _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone No.: _____ FAX No.: _____ Email: _____

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): _____

Total Bid Discount (section 1.05 of General Conditions): _____

Check box if your firm qualifies for DBE (section 1.09 of General Conditions): ☐

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

| <u>Addendum No.</u> | <u>Date Issued</u> | <u>Addendum No.</u> | <u>Date Issued</u> | <u>Addendum No.</u> | <u>Date Issued</u> | <u>Addendum No.</u> | <u>Date Issued</u> |
|---------------------|--------------------|---------------------|--------------------|---------------------|--------------------|---------------------|--------------------|
| _____ | _____ | _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ | _____ | _____ |

VARIANCES: If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A.

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

Name (printed)

Signature

Date

Title

revised 09-2022

QUESTIONNAIRE

1. Number of years' experience the proposer has had in providing similar services:

Years

2. Have you ever failed to complete work awarded to you? If so, where and why?

YES: ☐ NO: ☐

3. List appropriate licenses as issued by Broward County:

//

4. If the City has multiple events during one day or weekend, do you have the equipment to handle multiple events requiring the necessary sound, stage, lighting, and technical staff?

YES: ☐ NO: ☐

5. Briefly describe the number of employees and supervisors available for this contract and the firm's ability to secure subcontractors, if necessary.

//

6. Have you personally inspected the proposed work and have you a complete plan for its performance?

YES: ☐ NO: ☐

Provide plan:

//

7. Have you handled a rider for a national act? YES: ☐ NO: ☐

If yes, list acts, dates and locations.

//

8. Have you produced a large special event that encompasses a large stage, sound, lighting, and LED screen?

YES: ☐ NO: ☐

If yes, list events, dates, locations and approximate attendance.

//

9. Bidders main business must be sound, stage and lighting. Winning bidder must perform the majority of the work on this project. Will you subcontract any part of this work? If so, list the portions or specialties of the work that you will subcontract.

YES: ☐ NO: ☐

//

10. What equipment do you own that is available for the work?

//

11. What equipment will you purchase for the proposed work?

//

12. What equipment will you rent for the proposed work?

**NON-COLLUSION STATEMENT**

By signing this offer, the vendor/contractor certifies that this offer is made independently and free from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g., ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents, and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME**RELATIONSHIPS**

Not Applicable

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.


Authorized Signature

Dan Fryburg
Name (Printed)

President

Title

1/12/2023

Date



**CONTRACTOR'S CERTIFICATE OF COMPLIANCE WITH
NON-DISCRIMINATION PROVISIONS OF THE CONTRACT**

The completed and signed form should be returned with the Contractor's submittal. If not provided with submittal, the Contractor must submit within three business days of City's request. Contractor may be deemed non-responsive for failure to fully comply within stated timeframes.

Pursuant to City Ordinance Sec. 2-17(a)(i)(ii), bidders must certify compliance with the Non-Discrimination provision of the ordinance.

- A. Contractors doing business with the City shall not discriminate against their employees based on the employee's race, color, religion, gender (including identity or expression), marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

Contracts. Every Contract exceeding \$100,000, or otherwise exempt from this section shall contain language that obligates the Contractor to comply with the applicable provisions of this section.

The Contract shall include provisions for the following:

- (i) The Contractor certifies and represents that it will comply with this section during the entire term of the contract.
- (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.


Authorized Signature

Dan Fryburg, President

Print Name and Title

1/12/2023
Date



CONTRACT PAYMENT METHOD

The City of Fort Lauderdale has implemented a Procurement Card (P-Card) program which changes how payments are remitted to its vendors. The City has transitioned from traditional paper checks to credit card payments via MasterCard or Visa as part of this program.

This allows you as a vendor of the City of Fort Lauderdale to receive your payments fast and safely. No more waiting for checks to be printed and mailed.

In accordance with the contract, payments on this contract will be made utilizing the City's P-Card (MasterCard or Visa). Accordingly, bidders must presently have the ability to accept the credit card or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

All costs associated with the Contractor's participation in this purchasing program shall be borne by the Contractor. The City reserves the right to revise this program as necessary.

By signing below, you agree with these terms.

Please indicate which credit card payment you prefer:

☒ MasterCard

☒ Visa

BFAV LLC dba All On Stage Productions

Company Name

Dan Fryburg

Name (Printed)

Handwritten signature of Dan Fryburg in black ink.

Signature

President

Title

1/12/2023

Date



LOCAL BUSINESS PREFERENCE

Section 2-199.2, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-12-04), provides for a local business preference.

In order to be considered for a local business preference, a bidder must include the Local Business Preference Certification Statement of this ITB, as applicable to the local business preference class claimed at the time of bid submittal.

Upon formal request of the City, based on the application of a Local Business Preference the Bidder shall, within ten (10) calendar days, submit the following documentation to the Local Business Preference Class claimed:

- A) Copy of City of Fort Lauderdale current year business tax receipt, or Broward County current year business tax receipt, and
- B) List of the names of all employees of the bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the local business preference.

THE COMPLETE LOCAL BUSINESS PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:

[https://library.municode.com/fl/fort lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2 AD ARTVFI DIV2PR S2-186LOBUPR](https://library.municode.com/fl/fort%20lauderdale/codes/code_of_ordinances?nodeId=COOR_CH2_AD_ARTVFI_DIV2PR_S2-186LOBUPR)

Definitions: The term "Business" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four (4) types of classes:

1. Class A Business – shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City and shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
2. Class B Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City or shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
3. Class C Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of Broward County.
4. Class D Business – shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.



LOCAL BUSINESS PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local business price preference classification as indicated herein, and further certifies and agrees that it will re-affirm its local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this ITB. Violation of the foregoing provision may result in contract termination.

- (1) is a **Class A** Business as defined in City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the City of Fort Lauderdale current year Business Tax Receipt and a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

Business Name

- (2) is a **Class B** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Business Tax Receipt or a complete list of full-time employees and evidence of their addresses shall be provided within 10 calendar days of a formal request by the City.

Business Name

- (3) is a **Class C** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. A copy of the Broward County Business Tax Receipt shall be provided within 10 calendar days of a formal request by the City.

**BFAV LLC dba All On Stage
Productions**

Business Name

- (4) requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

Business Name

- (5) requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186. Written certification of intent shall be provided within 10 calendar days of a formal request by the City.

Business Name

- (6) is considered a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-17-26, Sec.2-186 and does not qualify for Local Preference consideration.

Business Name

BIDDER'S COMPANY: **BFAV LLC dba All On Stage Productions**

AUTHORIZED COMPANY PERSON: **Dan Fryburg**

PRINT NAME

SIGNATURE

1/12/2023
DATE



DISADVANTAGED BUSINESS ENTERPRISE (DBE) PREFERENCE

Section 2-185, Code of Ordinances of the City of Fort Lauderdale, provides for a disadvantaged business preference.

In order to be considered for a DBE Preference, a bidder must include a certification from a government agency, as applicable to the DBE Preference class claimed **at the time of bid submittal**.

Upon formal request of the City, based on the application of a DBE Preference the Bidder shall, within ten (10) calendar days, submit the following documentation to the DBE Class claimed:

A) Copy of City of Fort Lauderdale current year business tax receipt, or Broward County current year business tax receipt, **or** State of Florida active registration **and/or**

B) List of the names of all employees of the bidder and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of bid submittal shall result in the bidder being found ineligible for the disadvantaged business preference.

THE COMPLETE DBE PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: <https://www.fortlauderdale.gov/home/showpublisheddocument?id=56883>

Definitions

- a. The term "disadvantaged class 1 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- b. The term "disadvantaged class 2 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with a full-time employees and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- c. The term "disadvantaged class 3 enterprise" shall mean any disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.
- d. The term "disadvantaged class 4 enterprise" shall mean any disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.



DISADVANTAGED BUSINESS ENTERPRISE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the disadvantaged business enterprise price preference classification as indicated herein, and further certifies and agrees that it will re-affirm its preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this solicitation. Violation of the foregoing provision may result in contract termination.

- (1) is a disadvantaged class 1 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the city, and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

Business Name

- (2) is a disadvantaged class 2 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business within the limits of the city with a full-time employee(s) and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

Business Name

- (3) is a disadvantaged class 3 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of the Tri-County area and provides supporting documentation of its City of Fort Lauderdale business tax and disadvantaged certification as established in the City's Procurement Manual.

Business Name

- (4) is a disadvantaged class 4 enterprise as defined in the City of Fort Lauderdale Ordinance Section 2-185 disadvantaged business enterprise that does not qualify as a Class A, Class B, or Class C business, but is located in the State of Florida and provides supporting documentation of its disadvantaged certification as established in the City's Procurement Manual.

Business Name

- (5) is not considered a Disadvantaged Enterprise Business as defined in the City of Fort Lauderdale Ordinance Sec.2-185 and does not qualify for DBE Preference consideration.

BFAV LLC dba All On Stage
Productions

Business Name

Not Applicable

BIDDER'S COMPANY: **BFAV LLC dba All On Stage Productions**

AUTHORIZED COMPANY PERSON: **Dan Fryburg**
PRINT NAME

SIGNATURE

1/12/2023
DATE



E-VERIFY AFFIRMATION STATEMENT

Solicitation/Bid /Contract No: Event #29 Sound, Stage & Lighting Services

Project Description:

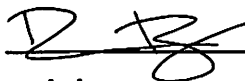
To provide sound, stage, lighting and video screen services for the City

Contractor/Proposer/Bidder acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of,

- A. all persons employed by Contractor/Proposer/Bidder to perform employment duties within Florida during the term of the Contract, and,
- B. all persons (including subcontractors/vendors) assigned by Contractor/Proposer/Bidder to perform work pursuant to the Contract.

The Contractor/Proposer/Bidder acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the Contract is a condition of the Contract.

Contractor/Proposer/ Bidder Company Name: **BFAV LLC dba All On Stage Productions**

Authorized Company Person's Signature: 

Authorized Company Person's Title: **President**

Date: 1/12/2023



REFERENCES

A minimum of three (3) references shall be provided. It is the responsibility of the Bidder/ Proposer to ensure that the information provided is accurate and current. The City may find your firm non-responsive for providing wrong and or outdated information. Additional references may be provided on a separate page.

| | |
|-----------------|--|
| Company Name: | City of Boca Raton - Mizner Amphitheater |
| Address: | 590 Plaza Real, Boca Raton, FL 33432 |
| Contact Person: | Amy DiNorscio |
| Title: | Amphitheater and Community Events Manager for the City of Boca Raton |
| Phone #: | (561) 393-7984 |
| Email: | ADiNorscio@ci.boca-raton.fl.us |
| Contract Value: | |
| Year(s): | 2018 - Present |
| Description: | Providing professional Audio / Lighting / Video for clients at Mizner Amphitheater involving local and national acts |

| | |
|-----------------|---|
| Company Name: | City of Delray Beach |
| Address: | 100 NW 1st Ave, Delray Beach, FL 33444 |
| Contact Person: | Nan Krushinski |
| Title: | Special Events Administrator |
| Phone #: | (561) 243-6209 |
| Email: | krushinskiN@mydelraybeach.com |
| Contract Value: | |
| Year(s): | 2018-Present |
| Description: | Providing professional Audio / Lighting / Video for clients at various venues in the City (including Old School Square) involving local and national acts |

| | |
|-----------------|---|
| Company Name: | City of Deerfield Beach |
| Address: | 150 NE 2nd Ave, Deerfield Beach, FL 33441 |
| Contact Person: | Liz Ricci |
| Title: | Superintendent of Community Events |
| Phone #: | (954) 767-0686 |
| Email: | ericci@deerfield-beach.com |
| Contract Value: | |
| Year(s): | 2018-Present |
| Description: | Providing professional Audio / Lighting / Video for clients at various venues in the City involving local and national acts |

**** PLEASE SEE EXHIBIT "I" (Page 3 of Supplemental Documentation) AFTER FINAL QUESTION RESPONSES FOR ADDITIONAL REFERENCES ****

CITY OF FORT LAUDERDALE BID/PROPOSAL CERTIFICATION

Please Note: It is the sole responsibility of the bidder/proposer to ensure that their response is submitted electronically through the City's on-line strategic sourcing platform prior to the bid opening date and time listed. Paper bid submittals will not be accepted. All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration) BFAV LLC EIN (Optional): 82-1877303

Address: 500 NE 28th Ct

City: Pompano Beach State: FL Zip: 33064

Telephone No.: (954) 978-8442 FAX No.: _____ Email: sales@allonstage.com

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): 0 Delivery & Setup required on day of event prior to event start time / sound checks

Total Bid Discount (section 1.05 of General Conditions): N/A

Check box if your firm qualifies for DBE (section 1.09 of General Conditions): ☐

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

| Addendum No. | Date Issued | Addendum No. | Date Issued | Addendum No. | Date Issued | Addendum No. | Date Issued |
|--------------|----------------|--------------|-------------|--------------|-------------|--------------|-------------|
| <u>1</u> | <u>1/19/23</u> | _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ | _____ | _____ |

VARIANCES: If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A.


N/A

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the City and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

Dan Fryburg
Name (printed)

1/19/2023
Date


Signature

President
Title

QUESTIONNAIRE

1. Number of years' experience the proposer has had in providing similar services:

15 Years

2. Have you ever failed to complete work awarded to you? If so, where and why?

YES: ☐ NO: ☒

3. List appropriate licenses as issued by Broward County:

- Broward County Local Business Tax Receipt

4. If the City has multiple events during one day or weekend, do you have the equipment to handle multiple events requiring the necessary sound, stage, lighting, and technical staff?

YES: ☒ NO: ☐ We have handled multiple events on the same day for the City many times during the last five years and we have never had an issue successfully producing them all. Multiple times during the year the City has 2 or even 3 events on the same day. Whether it is Holiday Park and Carter Park on the same day (and potentially a Relay For Life as a third event on the same day) or on July 4th where two full sound systems (one for a national act with full lighting, staging, backline on a rider) are required, there is a significant amount of equipment and personnel required to handle it all. We have the ability to double or even triple everything - not just full sound systems and large stages - where these events require at least 2 (sometimes 3) large box trucks with lift gates, double sets of all microphones, double sets of full concert backline packages, at least 4 excellent audio technicians (oftentimes 6 for large events and we also reserve backup technicians staffed at every one of our events in case one calls out sick), at least 6 capable stage hands / truck drivers, multiple lighting & video techs, and more. Please refer to our robust equipment list (Page 12 of Supplemental Documentation attached). We have plenty of staff for the City's events and can continue to handle, without issue, the days when the City has multiple large events on the same day. We always send backup equipment to every event no matter what to be 100% the events will go perfectly!

5. Briefly describe the number of employees and supervisors available for this contract and the firm's ability to secure subcontractors, if necessary.

- Staffing the City's events has always been our priority and will continue to be if we are selected to continue to support the City's events. We have a big staff including 3 supervisors, 14 technicians (8 Audio Engineers, 4 Lighting Engineers, and 2 Video Engineers) in addition to more than 15 stage hands dedicated to supporting the City's events. For your peace of mind, we will never run short on labor and always have qualified, skilled labor readily available for all of the City's events. In an extremely rare circumstance where we need to outsource some labor in excess of our robust staff - we can staff from multiple stage hand / show-engineer staffing agencies and other mid-sized production companies that we have great relationships with. Whatever the case, we will always have our Key Staff Members (see Page 7 of the attached Supplemental Documentation Exhibit "II") and plenty of other help available for the City's events.

- As you can see from our references, we are the primary event production company for a large number of municipalities and are familiar with exactly what it takes to work with a City to put on a successful event. We have enough staff and equipment to handle even the busiest days, particularly major holidays like July 4, New Year's Eve, Memorial Day, etc. that require substantial setups at each job site. We have the equipment in our warehouse and experienced personnel to handle multiple large sound systems, multiple lighting shows, multiple LED video walls, multiple large stages, multiple backline packages and anything else your events might require. We also own all of the necessary trucking, have excellent automotive insurance as well as have skilled truck drivers to transport our equipment to the events without relying on truck/truck driver rentals.

6. Have you personally inspected the proposed work and have you a complete plan for its performance?

YES: ☒ NO: ☐ All On Stage has built an impressive resume for handling City events and we are extremely prepared to provide the sound, stage, lighting, video and labor services as required for all of the City of Fort Lauderdale's major festivals and events. In addition to being the Contracted Vendor for the City of Fort Lauderdale for the past 5+ years demonstrating our ability to readily handle all of the events listed on the City's planned Event Dates and Requirements (as outlined in Section 3.9 the RFP for Event #29 General Conditions), All On Stage has been consistently producing events for many other municipalities during this same stretch. We have a great deal of experience handling multiple events on the same day, as many Cities hold events on major holidays like July 4, NYE, Veteran's Day, Memorial Day, etc. and we are able to take care of them all simultaneously without compromising the quality of any of them. Our work with other municipalities and their excellent feedback about our services (we highly encourage reaching out to our references!) speaks to not only the quality of our work as a production company at each show, but to all of the other important qualities we bring to each and every event.....

Provide plan:

...**PLEASE CONTINUE READING ON PAGE 8 OF SUPPLEMENTAL DOCUMENTATION**

THIS ANSWER IS CONTINUED ON PAGE 8 OF THE SUPPLEMENTAL DOCUMENTATION (EXHIBIT III)

7. Have you handled a rider for a national act? YES: ☒ NO: ☐

- In an effort to keep all national acts relevant, we have only included national acts we have worked with during the last five calendar years

If yes, list acts, dates and locations.

- FOR A LIST OF NATIONAL ACTS, PLEASE SEE EXHIBIT "IV" (Page 9) of attached Supplemental Documentation

- FOR A LIST OF NATIONAL ACTS, PLEASE SEE EXHIBIT "IV" (Page 9) of attached Supplemental Documentation
- For Key National Act Testimonials, Please refer to Exhibit "IV" Cont'd (Page 10) of attached supplemental Documentation

8. Have you produced a large special event that encompasses a large stage, sound, lighting, and LED screen?

YES: ☒ NO: ☐

- FOR A LIST OF LARGE EVENTS WE HAVE RECENTLY PRODUCED, PLEASE SEE EXHIBIT "V" (Page 11) of attached Supplemental Documentation

If yes, list events, dates, locations and approximate attendance.

- PLEASE SEE EXHIBIT "V" (Page 11) of attached Supplemental Documentation

9. Bidders main business must be sound, stage and lighting. Winning bidder must perform the majority of the work on this project. Will you subcontract any part of this work? If so, list the portions or specialties of the work that you will subcontract.

YES: ☐ NO: ☒

- We are able to handle all aspects of the requested scope of work In-House with our current staff and equipment. Our 8,000 square foot warehouse houses our robust equipment (listed in Exhibit "VI" Page 12 of attached Supplemental Documentation) and our capable staff are always ready and prepared to make sure all events are executed to the highest of standards, as we have done for the City of Fort Lauderdale for many years

10. What equipment do you own that is available for the work?

- FOR A LIST OF AVAILABLE EQUIPMENT, PLEASE SEE EXHIBIT "VI" (Page 12) of attached Supplemental Documentation

11. What equipment will you purchase for the proposed work?

- N/A - We will not be required to purchase any equipment for the proposed work. We have all necessary equipment and trucking available at our warehouse to support all of the City's events. Right now, purchasing equipment is a difficult experience with significant wait times. Many items are on back-order and wait-times to receive new orders can be up to a year or even longer. We do not believe a company would be able to handle this contract if they did not have everything required to handle all events for the City, especially when there are multiple events on the same day.

12. What equipment will you rent for the proposed work?

- N/A - We will not be required to rent any equipment for the proposed work. We have all necessary equipment and trucking available at our warehouse and we view this as extremely important in an environment where high quality equipment is on short supply and not always available for rent - particularly on short notice. We built our inventory of equipment specifically around supporting the City's events and have continued to upgrade our gear to ensure we are fully prepared to handle the full scope of the City's events.

All On Stage Productions (BFAV LLC)

SUPPLEMENTAL DOCUMENTATION

IFB Event 29 Sound, Stage and Lighting Services

PRESENTED TO:

Heather Rose, Procurement
City of Fort Lauderdale Procurement Services Division
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

Bid Number: Event #29
Bid Title: Sound, Stage & Lighting Services
Bid Contact: Heather Rose

OVERVIEW:

Supplemental Documents to All On Stage Productions Proposal to Provide Sound, Stage & Lighting services for the City of Fort Lauderdale in accordance with the terms, conditions and specifications contained in Event #29

PRESENTED BY:

Dan Fryburg
BFAV LLC (dba All On Stage Productions)
500 NE 28th Court
Pompano Beach, FL 33064

Point of Contact for Company **Dan Fryburg**
President, All On Stage Productions
(954) 978-8442
www.allonstage.com
dan@allonstage.com

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All On Stage Productions (BFAV LLC) Introduction / Company Overview

At All On Stage Productions ("AOS"), we are a highly experienced, full-service event production company that is fully prepared to provide the complete scope of requested equipment and services for the City of Fort Lauderdale ("the City") in Event #29 RFP – Sound, Stage & Lighting Services. AOS is extremely familiar with creating successful productions for the City of Fort Lauderdale, having provided Sound, Stage and Lighting Services for all of the City's major events dating back to 2017. During the last 5+ years of countless productions for the City, AOS has received nothing but exceptional feedback about the quality of our work, the professionalism of our staff, and our willingness to go above-and-beyond to make every event a success. With a strong track record and robust history of wonderfully executed events for the City, we hope to be selected to seamlessly transition into the new year continuing to provide the high-quality A/V services that the City has become accustomed to. **In this bid we have raised our prices from our previously contracted rates to a level commensurate with inflation since 2018.**

To further support our bid, it is worth noting that All On Stage has an unblemished track record providing Sound, Stage & Lighting Services for many other local municipalities. As you will see in our references, for the last several years AOS has been supporting concerts & shows of all sizes for the Cities of: **Delray Beach, Deerfield Beach, Boca Raton, Coral Springs, North Miami, Sunny Isles, Lauderdale-by-the-Sea and more.** We've also been the contracted production vendor for the County of Miami-Dade since 2018. Earlier this year, All On Stage officially became the contracted Professional Production vendor for the City of Boca Raton handling full production for the large majority of shows at Mizner Amphitheater and elsewhere in Boca, as well as a contracted production vendor for the Seminole Tribe across all of Florida.

Since 2017, All On Stage has placed an emphasis on regularly upgrading equipment to keep up with evolving artists' riders. As a result, we are capable of producing all types of shows, including large outdoor concerts and festivals, theater shows, symposiums/conventions & more. While AOS has the equipment to take care of any type or size of show, we place a huge emphasis on the quality of our staffing – providing only the best event professionals and technicians. We heavily vet each member of our staff to ensure that he/she is not only technically proficient but also friendly, accommodative and reliable. The unanimous feedback from our clients is that our staff is extremely capable and great to work with. Having been the contracted vendor for the City of Fort Lauderdale for more than five years, our company and technicians are incredibly familiar with all of the City's events, the artists and the City's employees – making each event more smooth and easier for all involved in the planning. Additionally, we understand municipal budgets and go above and beyond to provide exceptional service while being cognizant of expenses the City may incur - whether it's working with bands to limit unnecessary additional equipment requests, finding acceptable substitute equipment, or tailoring equipment needs based on venue or event scale. We look at our municipal contracts as a partnership, and want what's best for our clients and their events.

As you can see in Exhibit III (Page 9 of this document), AOS has worked with countless national recording artists in the last five years. The list includes (but is not limited to): Barry Gibb (as the Bee Gees), Keith Sweat, Busta Rhymes, BBD, Vanilla Ice, Naughty By Nature, LFO, Montell Jordan, The B-52s, Musiq Soulchild and many more. As you are aware, the production needs for these types of artists are typically robust and we are all-too familiar with producing complex shows. As such, you can rest assured that we will take great care of all planned performances for the national recording artists the City plans to contract in future years.

We are very pleased to offer this proposal and would be excited about the opportunity to work side-by-side with your team to continue to produce the City's future events! Should you have any questions at all about us or our proposal, please do not hesitate to reach out at any time.

Respectfully submitted,



Dan Fryburg, President
December 23, 2022

Exhibit I

AOS Client References

- 1) **Amy DiNorscio** – Amphitheater and Community Events Manager for the City of Boca Raton
Phone: (561) 393-7984
Email: ADiNorscio@ci.boca-raton.fl.us
- 2) **Nan Krushinski** – Special Events Administrator for the City of Delray Beach
Phone: (561) 243-6209
Email: krushinskiN@mydelraybeach.com
- 3) **Liz Ricci** – Superintendent of Community Events for the City of Deerfield Beach
Phone: (954) 480-4429
Email: ericci@deerfield-beach.com
- 4) **Debbie Hamilton** – Events Administrator for the City of Coral Springs
Phone: (954) 344-1058
Email: dhamilton@coralsprings.gov
- 5) **Debbie Hime** – Special Events Manager for the Town of Lauderdale-By-The-Sea
Phone: (954) 640-4200
Email: debbieh@lauderdalebythesea-fl.gov
- 6) **Christine Carney** – Assistant Director for North Miami Parks and Recreation
Phone: (305) 895-9840 x 12602
Email: ccarney@northmiamifl.gov
- 7) **Scott Gartner** – AEG Presents
Phone: (561) 681-5619
Email: sgartner@aegpresents.com
- 8) **Lisa Miller** – Lynn University – Director and Coordinator for Live At Lynn Concert Series
Phone: (561) 237-7745
Email: LMiller@lynn.edu
- 9) **Dawn Read** – Event Director for Winterfest, Inc.
Phone: (954) 767-0686
Email: Dawn@winterfestparade.com
- 10) **Dr. Tsun Law** – Holy Cross Hospital – Orthopedic Symposium Planning Lead
Phone: (516) 698-7928
Email: tsun.s.law@gmail.com

Relevant AOS Local Band References

All On Stage is very familiar with all of the local artists that the City uses for their various concert series having produced them year after year. While there are too many to list, please see below for a few relevant local artists AOS has recently produced on behalf of the City.

- | | |
|--|------------------------------|
| 1) Shane Duncan Band – Shane Duncan | Phone: (954) 608-3804 |
| 2) Southern Blood – Jimi Robinette | Phone: (561) 294-3236 |
| 3) Andrew Morris Band – Andrew Morris | Phone: (954) 707-9887 |
| 4) Big City Dogs – Rick Smith | Phone: (954) 328-5891 |
| 5) Juanabe – Juan Gil | Phone: (305) 283-8942 |

Exhibit I (Part II)

Letters of Recommendation

Please see below for just a few letters of recommendation we received from some of our largest clients outside of The City. Again, we strongly recommend reaching out to our references to justify the excellent job we do for all of our clients.

Letter of Recommendation - All On Stage Productions

External

Inbox x



DiNorscio, Amy <ADiNorscio@ci.boca-raton.fl.us>

Tue, Jul 26, 2022, 9:14 AM



to me ▾

To Whom It May Concern,

My name is Amy DiNorscio, the Amphitheater and Community Events Manager for the City of Boca Raton. Please accept this letter as my recommendation to select All On Stage Productions as your contracted production vendor.

As some background, All On Stage became our primary audio provider for City of Boca shows at Mizner Amphitheater in 2018 and more recently I advocated for them to become our contracted Professional Production Services vendor. As a result, Dan and his team now handle audio, lighting, video, and production staffing for most of our shows. I trust them entirely to handle everything-production that our shows require and All On Stage has done an excellent job filling that role. In an environment where labor is in short supply, All On Stage consistently provides highly capable technicians and staff to support all our productions. Their staff are prompt, friendly and competent, which makes working with them a pleasure for myself and my staff.

In short, All On Stage Productions are reliable and professional, and would be an excellent selection to continue handling your productions. Should you have any questions or concerns, please do not hesitate to reach out to me directly at the number below.

Amy DiNorscio, CVP | Amphitheater and Community Events Manager

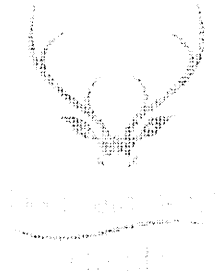
City of Boca Raton, Mizner Park Amphitheater

201 W. Palmetto Park Road, Boca Raton, FL 33432

P 561-393-7984 | ADiNorscio@myboca.us

Exhibit I (Part II)
Letters of Recommendation

City of Deerfield Beach
1600 N. Avenue
Deerfield Beach, FL 33441



City of Deerfield Beach
City Manager

To Whom it May Concern at the City of Fort Lauderdale,

My name is Liz Ricci and I am the Superintendent of Community Events for the City of Deerfield Beach. It is my pleasure to reach out on behalf of BFAV LLC (dba All On Stage Productions) who have been our primary event production company for sound and lights for the past few years. At all of our shows that All On Stage provides A/V, they have done a great job. The sound system always sounds great and our bands/artists are always extremely happy with AOS & team. The AOS technicians are extremely capable and also very pleasant, which makes a huge difference to our events.

In addition, dealing with Dan is very easy. He has no issue communicating directly with the artists for every event to be sure they are all on the same page and he is never difficult to reach. Dan makes sure his team is always on time and dealing with AOS gives me great peace of mind that everything "production" will go smoothly. I highly recommend AOS as your contracted Sound / Lighting / Video / Staging production vendor!

If you have any questions or need more information from me please do not hesitate to reach out!

Liz Ricci
Superintendent of Community Events

Exhibit I (Part II)
Letters of Recommendation



To: City of Fort Lauderdale/Parks & Recreation
From: Scott Gartner

To whom it may concern:

As the Director of Corporate Events for AEG, I have been involved in the oversight of production for the City of Boca Raton events at Mizner Amphitheater & various Boca parks for many years and have been using All On Stage (BFAV) as my main production company for the better part of the last five years. Since Dan came on board in 2017, the company has made dramatic improvements across the board.

As you have probably experienced yourselves, working with Dan and the AOS team is nothing short of wonderful. Dan is always extremely responsive in the planning of our events and takes great pride in the execution of each event, regardless of how small or large it is. The All On Stage technicians and staff are extremely capable, but also possess the intangibles (friendly, easy to communicate with and show up prepared & on-time) that make working with AOS so much easier and give me valuable peace of mind at each event. Compared to other vendors who can handle as much as AOS (multiple events at once with sound, lighting, video, stage), AOS's prices are extremely competitive and more than accommodate very tight City budgets.

In short, I strongly recommend BFAV LLC (All On Stage Productions) as your Sound / Lighting / Video Event Production vendor. After so many years of AOS doing well for me, it is hard for me to imagine working with a different company in the future.

Sincerely,
Scott Gartner
Manager of Corporate Events
Talent Booker/Producer



(561) 681-5619

Cell: (561) 889-2609

sgartner@aegpresents.com

1800 Australian Avenue South, Suite 201

West Palm Beach, Florida 33409

www.aegworldwide.com

Exhibit II (Questionnaire Question #5)

Key Staff Members

AOS senior lead technicians are listed below and show the level of experience that All On Stage offers for execution of every project. AOS technicians are fully prepared and authorized to handle every aspect of each production, including emergencies, problems or new requests that arise during production. At all times principal and president Dan Fryburg will be involved in reviewing and assisting as needed.

Seth Goldman has been a concert FOH and MON engineer and designer since the 1970's, touring with platinum artists like Pink Floyd, Prince, Cindy Lauper, David Bowie, James Taylor, Mariah Carey, Lionel Richie and more. Seth is an authority in the audio world, and his proficiencies span all types of digital audio consoles. Seth is a top-tier resource for all-things systems tech, sound system design and concert sound engineering.

Anthony "Tony" Bello has been audio engineering since the early 2000's, where he was the A1 Engineer at a prominent country living facility in Broward County before doing various circuits with Marshall Tucker, Jefferson Starship, Little Anthony, The Rascals, and more. Anthony also has expertise in electronic repair, DMX patching and programming, as well as speaker cabinet construction / repair – all of which are useful at the City's shows.

Arthur "Art" Weems, the son of two opera singers (Calvin and Dorris Weems), began working as a sound engineer at the early age of 14 in Detroit, Michigan. Art's lifetime of experience has allowed him to master a diverse skillset across mixing, DJing and as a Drum Technician. Art has an incredible resume, having worked with the Charlie Daniels, DMX, the Bee Gees, Keith Sweat, Travis Tritt, Freddie Jackson, Salt & Pepper, Color Me Badd, Naji, Johnnie Lang, Brothers Johnson, and the list goes on.

Andre Angelo De Jesus received his degree in control engineering and automation (mechatronics) from the University of Brazil, and followed that up with two Masters degrees in electronical engineering and in safety engineering. In addition to creating executive and technical designs for mounting events, theaters, concerts, trade shows and conferences, he is a designer, consultant and specialist in the installation of audio, lighting, special effects, LED panels, and engineering solutions for events in the areas of computation engine, electricity, electronics, automation and control mechanisms. He has produced events for many different performers that include: Shakira, Julio Iglesias, Bruno E Marrone, Titas and Edson Cordeiro.

Wellington T. De Faria (Will) spent ten plus years as an LED supplier and lighting designer specializing in intelligent lighting, DMX patching, programming, live console operation and screens for concerts and special events through his company, Excell Productions. During that time, he was responsible for lighting from start to finish for jobs that included Mary J Blige, The Romantics, Jackson Five, America, Michael Bolton, major Brazilian acts, Fort Lauderdale New Year's, Broward 100, Miramar 60 and the USTA Open.

Jeff St. Amand has 20 plus years as a sound engineer working with analog mixers and digital mixing boards with full backline and stage setup expertise for large local and national acts. Additional production experience includes intelligent lighting, LEDs, moving heads, and concert sound. He has worked directly with corporate members, organizing shows with multiple bands with smooth band changeovers in a timely manner. Jeff's audio experience includes Josh Turner, Jake Owen, James Montgomery, America, Foghat, Molly Hatchet, Lover Boy and Survivor, as well as the Patrick Dempsey Nationwide Cancer fundraisers and outdoor events at venues that hold 10,000 and more crowd attendance.

EMERGENCIES: Company procedure for emergencies during an event:

1. AOS will confirm contact lead technician's name, cellular number and email no less than 24 hours prior to the event with the City of Fort Lauderdale onsite coordinator.
2. Prior to the event, all questions, scheduling, requests and coordination will be handled by Dan Fryburg with the assistance of his office staff.
3. Lead technician is authorized by AOS to make immediate decisions to effect any and all changes needed or requested by client.
4. Dan Fryburg is available to offer client, lead technician or crew oversight assistance 24/7.
5. Lead technician is required by AOS to include replacement and back-up equipment when loading for every event.
6. In addition, AOS is located five miles from Fort Lauderdale and lead technician can request additional supplies as needed or as requested by client to be delivered with a very expeditious lead time.

Exhibit III (Questionnaire Question #6) AOS Approach to Scope of Work

All On Stage has built an impressive resume for handling City events and we are extremely prepared to provide the sound, stage, lighting, video and labor services as required for all of the City of Fort Lauderdale's major festivals and events (as outlined in Section 3.9 the RFP for Event #29 General Conditions). In addition to being the Contracted Vendor for the City of Fort Lauderdale for the past 5+ years and demonstrating our ability to readily handle all of the events listed on the City's planned Event Dates and Requirements (sometimes multiple events on the same day), All On Stage has been consistently producing events for many other municipalities during this same stretch. We have substantial experience handling multiple events on the same day, as many Cities hold events on major holidays like July 4, NYE, Veteran's Day, Memorial Day, etc. and we are able to take care of them all simultaneously without compromising the quality of any of them. Feedback from the other municipalities we work with (we highly encourage that you reach out to our references!) will demonstrate the exceptional quality of our work and showcase how much we care about making sure that each event is successful.

Diverse Experience: Working with many municipalities has prepared us well for events of all types and sizes. We are comfortable setting up any event from 100 attendees to 10,000+ with national act riders, and are extremely prepared for difficult load-in's / having to battle the outdoor elements (rain, wind, etc.). As members of the City's event team know – we thrive in these situations. Many times we are loading-in onto grass fields (Carter, Holiday and Riverland Park), which require additional plywood to be brought by both ourselves and the City, and extra labor to move the heavy equipment. Occasionally we are loading-in onto the sand (July 4) which creates extra wear on the equipment and often significant sand damage that requires cleaning/repairing at the warehouse on subsequent days. We are also familiar with loading in against the elements in bad weather where our equipment can sometimes get damaged. We always take this adversity in stride, and always arrive with extra equipment to replace the broken gear when these situations arise.

Professional Equipment: As noted elsewhere in this bid, our secure, 8,000 square foot warehouse houses large quantities of high-quality equipment (see Exhibit "VI" pg 12) that we are constantly updating. Our assets include: Dozens of line-array speaker cabinets and subwoofers for large concerts; Big shelves full of powered speakers for monitor rigs or smaller events (like the sound systems for the Mayor to speak at); Dozens of top-of-the-line wireless and wired microphones; Multiple types of staging for all staging needs in this RFP; Hundreds of LED video wall panels to build screens of all sizes; dozens of LED light fixtures and haze/fog/snow machines for everything from simple stage washes to exciting lighting shows; hundreds of feet of aluminum trussing to build structures like a normal video wall support system or large trussing "boxes" as is required for St. Patrick's day; and more. We very, very rarely experience equipment failure (as all of our clients can attest to), as we regularly service all equipment (weekly or even daily depending on the rate of usage) in addition to purchasing new equipment every 3-5 years to ensure that our gear has plenty of useful life left.

Prioritizing Safety: As our clients can speak to, we are always on time for our set-ups and leave ample time to make sure everything is set up properly and in a way most conducive to the safety of the City employees, artists and attendees at the event. We are fully insured and consult with an engineer to ensure all structures (particularly trussing build-outs for our video walls) are built safely and securely. The equipment is first inspected at the warehouse before being loaded onto the truck, and we conduct a walk-through / make a plan for any new venue we are working at. We always make sure the foundations for all structures are level and carefully attach heavy duty straps and steel to secure them. At no extra charge, we habitually bring items like rubber cable-mats and gaff tape to the events where there may be long cable runs in an effort to ensure nobody trips on a cable and hurts themselves. We also bring sandbags to be placed everywhere necessary to avoid any issue from strong winds, as well as make sure all of our power distribution equipment is safely covered and protected from the elements (as well as distanced from patrons) to avoid any electrical mishaps with a performer or stage-side attendee.

Qualified Technicians (Key Staff Pg 7): The professionalism and technical expertise of our technicians is also essential to making all of the City of Fort Lauderdale's events successful. Our Techs not only all have a minimum of 10 years' experience in the industry, but many of them have been on tour with major recording artists (from artists like Little Anthony up to Pink Floyd) and we can safely say that they are all masters of their respective crafts. Our Audio Engineers are comfortable on all consoles (Midas, Behringer, Avid, Digico, Yamaha & more) and our lighting technicians are familiar with all major lighting consoles (GrandMA, Avolite, Chamsys, etc.) which is essential to supporting both the local artists and national acts – and all of our technicians know exactly what is required at each of the City's venues. Just as important as the knowledge and technical abilities of our techs are how friendly, helpful and prompt they are. Our team is always on time, and whether interacting with the client, the artists or an attendee at the event, our technicians are very well-spoken and kind with the goal of doing the best job possible for everyone involved in the show. Additionally, we have plenty of reliable stage hands that are always friendly and extremely proficient in safely driving, loading and unloading our trucks. We have the personnel to match our substantial amount of equipment, and we can handle 4+ large events on the same day as evidenced most recently July 4th, 2022.

As expressed many times, All On Stage takes tremendous pride in creating successful events for the City of Fort Lauderdale. If selected, we will continue to positively execute all of the City's events as well as continue to take care of all of the behind-the-scenes work (as we always have) that is required to make these events seamless. These other efforts include (but are not limited to): 1) **emphasizing communication** and advancing/planning every show with both the City and the Performers; 2) **testing equipment** + building an inventory list (see Exhibit "VII" pg 13) before each event; and 3) **carefully staffing** each event to ensure the best personnel for the particular show are assigned, respectively, and giving them all of the pertinent information so that they are able to perform at their best.

Exhibit IV (Questionnaire Question #7)
AOS Examples of Production for National Acts (last 5-Years)

| RELEVANT NATIONALS (LAST FIVE YEARS) | | | | | | |
|--------------------------------------|----------|---|---------------|---------------------|----------------|------------|
| Artist | Date | Location | Concert Sound | Concert Lights Show | LED Video Wall | Attendance |
| Amore 4Ever | 3/5/22 | Lynn University (Boca Raton) | X | X | | 600 |
| Artikal Sound System | 11/5/22 | Mizner Amphitheater (Boca Raton) | X | X | X | 2500 |
| Ball Greezy | 6/15/18 | Carter Park (Fort Lauderdale) | X | X | X | 2500 |
| Barry Gibb (the Bee Gees) | 11/23/19 | Boca Resort (Boca Raton) | X | X | X | 750 |
| Bel Biv Devoe | 8/20/21 | Mills Pond Park (Fort Lauderdale) | X | X | X | 7500 |
| Blood Sweat and Tears | 5/25/19 | Fort Lauderdale Beach | X | X | X | 10000 |
| Blue Oyster Cult | 5/12/18 | Mizner Amphitheater (Boca Raton) | X | X | X | 3500 |
| Busta Rhymes | 8/18/18 | Oveta McKeithan Rec Complex (Deerfield Beach) | X | X | X | 4500 |
| Chante Moore | 2/23/19 | Sistrunk Blvd (Fort Lauderdale) | X | X | X | 5000 |
| Christine Andreas & Martin Sylvestri | 11/14/22 | Lynn University (Boca Raton) | X | X | | 750 |
| Eddie Money | 5/12/18 | Mizner Amphitheater (Boca Raton) | X | X | X | 3500 |
| Foghat | 5/12/18 | Mizner Amphitheater (Boca Raton) | X | X | X | 3500 |
| France Joli | 11/12/22 | Mizner Amphitheater (Boca Raton) | X | X | | 3300 |
| Heat Wave | 11/12/22 | Mizner Amphitheater (Boca Raton) | X | X | | 3300 |
| Jimmy Buffett | 11/3/18 | Meyer Amphitheater (West Palm Beach) | X | | | 3000 |
| Keith Sweat | 2/26/22 | Sistrunk Blvd (Fort Lauderdale) | X | X | X | 5000 |
| LFO | 6/12/22 | Gateway Park (Sunny Isles) | X | X | X | 2700 |
| Lee Greenwood | 7/4/19 | Fort Lauderdale Beach | X | X | | 5000 |
| Lil Jon | 8/3/19 | Oveta McKeithan Rec Complex (Deerfield Beach) | X | X | X | N/A** |
| Lonestar | 5/29/21 | Fort Lauderdale Beach | X | X | | 2000 |
| MAX | 7/4/19 | Delray Beach (A1A + Atlantic) | X | X | | 10000 |
| MC Lyte | 8/17/18 | Carter Park (Fort Lauderdale) | X | X | X | 5000 |
| Mickey Dolenz (the Monkees) | 12/16/22 | Old School Square (Delray Beach) | X | X | X | 2200 |
| Montell Jordan | 2/26/22 | North Miami | X | X | X | 3500 |
| Musiq Soulchild | 2/26/22 | North Miami | X | X | X | 3500 |
| Mya | 8/19/22 | Mills Pond Park (Fort Lauderdale) | X | X | X | 10000 |
| Naughty By Nature | 8/20/21 | Mills Pond Park (Fort Lauderdale) | X | X | X | 7500 |
| Next | 2/26/22 | North Miami | X | X | X | 3500 |
| O-Town | 6/12/22 | Gateway Park (Sunny Isles) | X | X | X | 2700 |
| OT Genasis | 8/18/18 | Oveta McKeithan Rec Complex (Deerfield Beach) | X | X | X | 4500 |
| Raheem DeV Vaughn | 2/26/22 | Sistrunk Blvd (Fort Lauderdale) | X | X | X | 5000 |
| Ruben Studdard | 8/19/22 | Mills Pond Park (Fort Lauderdale) | X | X | X | 10000 |
| Tank | 8/19/22 | Mills Pond Park (Fort Lauderdale) | X | X | X | 10000 |
| Tavares | 11/12/22 | Mizner Amphitheater (Boca Raton) | X | X | | 3300 |
| The B-52s | 7/4/22 | Fort Lauderdale Beach | X | X | X | 10000 |
| The Tramps | 11/12/22 | Mizner Amphitheater (Boca Raton) | X | X | | 3300 |
| Valerie Lemon | 2/12/22 | Lynn University (Boca Raton) | X | X | | 500 |
| Vanilla Ice | 2/25/21 | Vanilla Ice Residence (Wellington) | X | X | | 1000 |

**Show Cancelled 1-hr before showtime due to lightning/thunderstorm and torrential rains

Exhibit IV (Cont'd)
AOS Key Testimonials from National Acts

Carlos Guzman (Production Manager for Barry Gibb / the Bee Gees)

I have been blessed to work in this Industry for over 20 years in different capacity's serving from Drum Tech to Stage Manager leading up to Tour or Production Manager for Barry Gibb.

Having focused on working with Legendary Acts like Stevie Wonder, Diana Ross, Hank Williams Jr. & Max Weinberg which due to their Touring Schedules I would have to work hand in hand with many different local Production Companies for Lights, Sound & Gear Support when we would do our "One Off" dates for different Clients.

You quickly learn who the great Companies are to work for due to their expertise in their local Venues and how well they and their Staff are willing to help you succeed in achieving the best results that will elevate your Artist's Performance to a degree he is accustomed to at this Stage in his career.

Thankfully while working with the Legendary Barry Gibb and his Local Event Contractor Peter Graves along with All On Stage Productions we began to plan a very special Performance for the Chris Evert Foundation Gala at the Boca Resort & Country Club in South Florida.

Due to the logistics involved we began planning this Event well over 4 months before the actual performance. Every Production detail of the performance date was expertly explained to us by Dan Fryburg of All On Stage & Peter Graves during our site walk-thru and All On Stage delivered exactly what had been promised and went beyond what had been expected.

The Event was a complete success due in part to the professionalism of this excellent Company and their Staff. If you are looking for a Production Company that delivers the goods contact Dan Fryburg at All On Stage. You will not be disappointed.

Chuck Quon (Road Manager for Vanilla Ice)

As the road manager for Vanilla Ice, finding capable & experienced production companies is incredibly important. When we had an event in South Florida, we had the pleasure of working with All On Stage Productions and they were great to work with. Dan was thorough right from the early planning stages to ensure everything would go seamlessly and All On Stage delivered exactly as was expected. Dan and his staff were both professional and easy to work with.

I would definitely recommend All On Stage for quality production services. They did an excellent job for us!

Brad Fischetti (Member of LFO)

First thank you for a perfect sound situation last night...The stage sound was about the best we've experienced on these shows. Reminded me of the Tropicana Theater in Atlantic City. I'm very thankful for your effort and your crew.

Tommaso Giuseppe (Tour Manager for Naughty by Nature)

Advancing shows is like rolling the dice, sometimes you're lucky, and sometimes you're not. Working with Dan Fryburg on advancing the Naughty by Nature show was easy as it can get. His communication skills and execution will add value to anyone in his orbit. Bet on Dan Fryburg!

Chris Rutherford (Production Manager for Cameo)

Hi Dan...I wanted to thank you for everything you did to help me get through the date. You wear many hats at the same time and switch flawlessly between them all despite nature, band mentality...etc. Hats off to you and thanks for the great crew of guys.

Exhibit V (Questionnaire Question #8)
AOS Large Production Examples (last five years)

| SPECIAL EVENTS WITH FULL PRODUCTION (LAST FIVE YEARS) | | | |
|--|--------------------|---|---------------------|
| Event | Date | Location | Attendance** |
| Beatles on the Beach | Dec. 2022 | Old School Square (Delray Beach) | 2200 |
| Bergeron Ranch (multiple) | Feb. 2017-2022 | Private Ranch (Weston) | 1500 |
| Beth El Gala | 4/6/19 | Temple Beth El (Boca Raton) | 350 |
| Big Buck Fest (multiple) | Aug. 2018-2019 | Oveta McKeithan Rec Complex (Deerfield Beach) | 4500 |
| Brazilian Beat | 9/8/18 | Mizner Amphitheater (Boca Raton) | 2000 |
| CanadaFest | 1/27 & 1/28 2018 | Hollywood Beach (Hollywood) | 2500 |
| CBS Event | 3/30/19 | Mizner Amphitheater (Boca Raton) | 1000 |
| Chris Evert Charity Gala (multiple) | Nov. 2017-2019 | The Boca Resort (Boca Raton) | 750 |
| City of Boca Raton July 4 (multiple) | July 2018-2022 | Spanish River Park (Boca Raton) | 3000 |
| City of Deerfield Beach July 4 (multiple) | July 2018-2022 | Main Beach Parking Lot (Deerfield Beach) | 3500 |
| City of Delray Beach July 4 (multiple) | July 2018-2022 | Atlantic Ave & A1A (Delray Beach) | 7500 |
| City of Fort Lauderdale July 4 (multiple) | July 2018-2022 | Las Olas & A1A (Fort Lauderdale) | 10000 |
| Deerfield Boots on the Beach (multiple) | Nov. 2021-2022 | Main Beach Parking Lot (Deerfield Beach) | 3000 |
| Deshi Winterfest | 1/27 & 1/28 2018 | Boynton Beach High School (Boynton Beach) | 2000 |
| Eddie Money + Foghat + Blue Oyster Cult | 5/12/18 | Mizner Amphitheater (Boca Raton) | 3500 |
| Foghat Show | 9/15/18 | Airplane Hangar (Stuart) | 500 |
| Fort Lauderdale St. Patrick's Day (multiple) | Mar. 2018-2022 | Huizenga Park (Fort Lauderdale) | 4000 |
| Fort Lauderdale Summer Jamz (multiple) | Aug. 2018-2022 | Mills Pond Park / Carter Park (Fort Lauderdale) | 10000 |
| HIV Awareness Fort Lauderdale (Ball Greezy) | 6/15/18 | Carter Park (Fort Lauderdale) | 2500 |
| Juneteenth Deerfield Beach | 6/19/21 | Oveta McKeithan Rec Complex (Deerfield Beach) | 2000 |
| Light the Lights Boca Raton (multiple) | Nov 2018-2022 | Mizner Amphitheater (Boca Raton) | 5000 |
| Light Up Sistrunk (multiple) | Dec. 2018-2021 | Sistrunk Blvd (Fort Lauderdale) | 1500 |
| Light Up the Beach (multiple) | Nov. 2018-2021 | Las Olas & A1A (Fort Lauderdale) | 2000 |
| Light Up the Galt (multiple) | Nov. 2019-2021 | Oakland Park & A1A (Fort Lauderdale) | 3000 |
| Nicklaus Children's Foundation (multiple) | Dec. 2019-2022 | Jack Nicklaus Residence (Jupiter) | 250 |
| North Broward Prep School Musical | Oct 14-17, 2020 | NBPS (Coconut Creek) | 500 |
| Red Cross Gala | 4/7/18 | Key Biscaine (Miami) | 600 |
| Relay For Life (multiple) | May/June 2018-2022 | Carter Park (Fort Lauderdale) | 1500 |
| Sistrunk Parade & Festival (multiple) | Feb. 2018-2022 | Sistrunk Blvd (Fort Lauderdale) | 5000 |
| Sunny Isles 100yr Anniversary | 6/12/22 | Gateway Park (Sunny Isles) | 2700 |
| Tacos and Tequila | 11/5/22 | Mizner Amphitheater (Boca Raton) | 2500 |
| Temple Beth El Hanukkah Event | 12/7/18 | Mizner Amphitheater (Boca Raton) | 2500 |
| Ukraine Awareness Event | 5/21/22 | Mizner Amphitheater (Boca Raton) | 1200 |

Exhibit VI (Questionnaire Question #10)
AOS Equipment List

| AUDIO | |
|--|---|
| Equipment* L'Acoustic Kara II Line-Array Cabinets (20) L'Acoustic dbl 18" Subs (8) Avid Venue SC48 Digital Audio Console (2) DAS Aero-12a Line Array Cabinets (30) DB or Meyer Double 18" Subwoofer Cabinets (26) Lab Gruppen Power Amplifiers (10) Behringer X32 Digital Audio Consoles (5) Midas M32 Digital Audio Consoles (2) Mackie DL1608 Digital Audio Console (1) EV ZLX 12" 2-Way Powered Speaker (16) JBL EON 612 12" 2-Way Powered Speaker (11) JBL Mpro Passive 15" 2-Way Monitor Wedges (8) Turbosound Passive 8" 2-Way Monitor Wedges (8) Behringer S16 Digital Snakes (2) Behringer S32 Digital Snake (1) 4000ft of XLR Cabling (Various Sizes) 3500ft of AC (power) Cabling (Various Sizes) 2000ft of NL4 Speaker Wire (Various Sizes) JBL VRX915M 15" Speakers (8) JBL PRX Powered 18" Subwoofer Cabinets (4) EV ELX Powered 18" Subwoofer Cabinets (4) Assorted K&M / Gator Frameworks Mic Stands (75) Wired and Wireless Microphones** 32ch. Split Snakes (50ft) (3) 48ch. Split Snakes (100ft) (2) Shure In-Ear Monitors (8) CBI 12-Channel Drop Snakes (75ft) (10) Midas DL32 Digital Snakes (2) Reels of Shielded CAT5 (100-200ft) (4) 32ch. Split Snakes (50ft) (3) Lex 100-Amp 3-Phase Pagodas (4) 2/0 AWG Copper 3-Phase Feeder Cabling (50ft) (6) Pioneer CDJ 2000s (4) Pioneer S9 DJ Mixers (2) Technic Turntables (1200) (2) Behringer Headphone Amps (6) Behringer / Crown 4000w Amplifiers (12) | Wired Microphones** Shure Beta 58s (6) Shure SM58s (20) Shure SM57s (22) Shure Beta 52s (2) Shure Beta 91s (2) Shure Super 55 (1) Shure Beta 98s (6) Sennheiser e604s (10) Sennheiser e609s (6) AKG P170 Condensers (4) AKG P2 Cardioids (4) Audix F15 Condensers (10) Audio Technica AT2020s (2) Audio Technica AT875Rs (2) Shure PGA98Bs (2) Audio Technica AT2021s (2) Wireless Microphones** Sennheiser Wireless Microphone Units (8) Shure ULXD Wireless Microphone Units w/ Paddles (20) Shure SLX Wireless Microphone Units w/ Paddles (4) Shure ULXD Wireless Belt-Pack Transmitters (16) Shure Lavalier Microphone (16) Shure Headset Microphones (12) |
| Labor (In-House) | |
| Audio Technicians (8) Lighting Technicians (4) Video Technicians (2) Spotlight Operators (4) Stage Hands (20) | <div>*Additional, Qualified labor can be sourced on short notice to support the City's shows</div> |
| Trucking | |
| Mitsubishi Fuso 16' Box Truck w/ Lift Gate International 420 24' Box Truck w/ Lift Gate Freightliner 26' Box Truck w/ Lift Gate Ford F150 Pickup Trucks (2) w/ 26' Car-Carrier Trailer | |
| Lighting | Video |
| Ablelite ADA715Z Moving LED Wash Lights (12) Ablelite EVA180s Moving LED Spot Lights (14) Ablelite ADA132B Moving LED Beam Lights (8) Robe Robin Pointes (8) 18 x 18W IP65 LED Par RGBWYP 10ch/6ch Modes (75) 4-6 Light AUD LED Blinders (8) Aluminum 12" Box Truss 10' (20) Aluminum 12" Box Truss 8' (10) Aluminum 12" Box Truss 6' (8) Aluminum 12" Box Truss 4' (6) Steel Box-Trussing Bases w/ Wheels (and Steel Outrigger) Black DMX Cabling (1400ft) (Various Sizes) Black Powercon Cabling (1200ft) (Various Sizes) Chauvet Data Stream 4 DMX Splitters (4) WDMX - Blackbox F2 G6 Transmitters/Receivers (2) Chauvet Hurricane Haze Machines (2) 1-Gallon Hurricane Haze Fluid (Chauvet) Avolites Tiger Touch 2 Lighting Consoles (2) Steel Box-Trussing Bases without Wheels (12) | Outdoor Vertec 4.8mm LED Panels (1M x 0.5M) (100) Vertec Panel Refresh Rate 3840hz Brightness 4500 Nits Outdoor Vertec 4.8mm LED Panels (0.5M x 0.5M) (24) Indoor Lightking 3.8mm LED Panels (23" x 23") (32) Indoor Lightlink 3.9mm LED Panels (1M x 0.5M) (150) Steel Bumpers for All Panels (16 for each) IP65 Powercon Cabling (Jumpers + Edison) (150) IP65 CAT5 Cabling (Jumpers + Main) (150) HDMI Cabling (100') (12) Novastar VX4S LED Controllers (4) Blackmagic ATEM Mini Switchers (4) Blackmagic Design Pocket Cinema 4k Cameras (2) HP Micro-Edge Laptops (15.6") 512GB NVMe SSD (4) Sony HD Camera (1) Black Spandex Dress-Kits (12) 60" Sony/Vizio Televisions (4) Mounted Bracket Fits + TV Brackets 10' x 7' Projection Screens (4) Professional Grade Projection Screen Dress Kits (Black) (4) Christie M-Series WU14k 110v, 1920 x 1200 WUXGA (2) |
| Backline | Staging |
| 88-Key Weighted Yamaha Motif XS8 w/ Sustain (4) Roland RD700 Keyboard (2) Pearl Export 5-Piece Drum Kit (2) Yamaha 5-Piece Drum Kit (2) American Fender Stratocaster Guitar (2) Fender Deluxe Reverb Guitar Amp (5) Fender Hot Rod DeVille Guitar Amp (2) Hartke 4x10 w/ GK Bass Head (3) | 32' x 24' x 5' XXL Mobile Stage Non-Slip, Aluminum-Frame Wooden Decks (BLACK - 8' x 4') (60) 8' Aluminum Frames (60) 4' Aluminum Frames (78) Adjustable Aluminum Legs (90) 3" Aluminum Feet (90) Professional Grade Black Skirting (160') Aluminum/Wooden Stairs (BLACK) -- VARIOUS SIZES |
| NOTE: All equipment is stored and transported in professional road cases. Accessory items like Gaffer Tape, Tools (and Toolbox), and anything else required to complete a setup are always included. All On Stage also has backup units / parts for all equipment listed. | |

Exhibit VII

AOS Pack List Example (Large Sound System - Carter Park Jamz, Fort Lauderdale)

Front of House Sound System:

- 10 DAS Aero-12a Line Array Cabinets (5 per side)
- 8 dB B2 double 18" Subs (4 per side)
- 10 Powercon-to-Powercon Jumper Cables (3ft each)
- 10 XLR Jumper Cables (3ft each)
- 6 Powercon-to-Edison Cables (75ft each)
- 10 XLR Cables (50ft each)
- 10 NL4 Cables (100ft each)
- 4 LabGruppen FP14000 Poweramps (7000 watts per)
- 2 powered JBL 15" Front Fill Speaker Cabinets
- Midas M32 Digital Mixing Console (32ch.)
- Extension Cabling for FOH power (100ft cable)
- HP Laptop min 7th Gen Processor w/ Music Playlists
- 2 1/8" to XLR Adapter (1 as backup)

**Additional Back-Up Equipment
brought to every event as well!**

MON / Stage System:

- Behringer X32 Digital Mixing Console (32ch.)
- Midas DL32 Digital I/O Snake Box
- Shielded CAT5 Reel (200ft)
- 3 CAT5 Cables (15ft each)
- Router
- 32ch. 2-Way Splitter Snake (50ft tails + 25ft tails)
- 8 EV ZLX12P Monitor Wedges
- 16 IEC (d-plug) cables (3ft each) for monitors, consoles, Amps, and microphones
- 6 Shure SM58 Wired Vocal Microphones
- 6 Shure SM57 Wired Instrument Microphones
- 4 Sennheiser e604 Tom (drum) Mics
- 2 AKG P2 Overhead Condenser (Drum) Microphones
- 1 Shure Beta 52 Kick Drum Microphone
- 1 Shure Beta 91 Kick Drum Microphone
- 2 Sennheiser e609 Guitar Mics
- 4 Shure ULXD/SLX Handheld Wireless Microphones (SM58 / Beta 58 capsules) w receivers and belt packs and Power

Distribution (in a stage rack)

- 2 Shure UA Active Wireless Microphone Paddles
- 8 Tall Boom Mic Stands (K&M or Gator, etc)
- 4 Mini Boom Mic Stands (w/ heavy base)
- 6 Tall Straight Stands (w/ heavy base)
- 20 XLR Cables (25ft each)
- 5 XLR Cables (15ft each)
- 5 XLR Cables (50ft each)
- 2 12ch CBI Drop Snakes (75ft each)
- 15 Extension Cables (25ft each)
- 10 Extension Cables (50ft)
- 2 1/4" Cables (15-25ft each)
- 6 Direct Input Boxes
- 6 Triple-Tap (three way) Power Splitters
- 4 Power Strip Surge Protectors

Miscellaneous:

- 4 4ft (L) x 3ft (H) x 2.5ft (W) Rolling Road Cases for cabling, snakes, Cable Ramps, and Mic stands
- 2 Midas M32 Gator Hard (Rolling) Road Case (1 for M32, 1 for X32)
- Gator "Suitcase" Case for Snake
- Gator Microphone Locker Case
- Hard Case for SM58s and SM57s
- Soft cases for each individual microphone
- 8 20ft x 20ft Tarps + Tarp Clips
- 20 Heavy Duty Three-Channel Cable Ramps
- 2 6ft Black Fold Out Tables
- 2 Heavy Duty 10' x 10' pop-up tents
- LEX Three-Phase Pagoda Power Distribution Box
- 500ft 2/0 Gauge Copper three phase feeder cabling (five 100ft runs, one for each phase + ground + neutral)
- 8 heavy sand bags
- Case of Extra AA Batteries (25 batteries)

Exhibit VIII

AOS Event #29 Bid Pricing

Prices below have been increased from our previously contracted rates to a level commensurate with inflation since 2018

| Name | UOM | Unit Of Measure | Price |
|--|-----|-----------------|----------|
| Small Sound System - 1/2 Day Show Rate | EA | | \$ 720 |
| Small Sound System - 1 Day Show Rate | EA | | \$ 900 |
| Small Sound System - 2 Day Show Rate | EA | | \$ 1,100 |
| Small Sound System - 3 Day Show Rate | EA | | \$ 1,200 |
| Small Concert Sound System - 1 Day Show rate | EA | | \$ 1,800 |
| Small Concert Sound System - 2 Day Show Rate | EA | | \$ 2,200 |
| Small Concert Sound System - 3 Day Show Rate | EA | | \$ 2,500 |
| Medium Concert Sound System - 1 Day Show Rate | EA | | \$ 2,400 |
| Medium Concert Sound System - 2 Day Show Rate | EA | | \$ 4,200 |
| Medium Concert Sound System - 3 Day Show Rate | EA | | \$ 4,200 |
| Large Concert Quality Sound System for Main Acts - 1 Day Sho | EA | | \$ 3,600 |
| Large Concert Quality Sound System for Main Acts - 2 Day Sho | EA | | \$ 4,800 |
| Large Concert Quality Sound System for Main Acts - 3 Day Sho | EA | | \$ 5,000 |
| Concert Quality Sound System Backline Package - 1 Day Rate | EA | | \$ 540 |
| Concert Quality Sound System Backline Package - 2 Day Rate | EA | | \$ 960 |
| Concert Quality Sound System Backline Package - 3 Day Rate | EA | | \$ 960 |
| Sound Technician Services | HR | | 50/hr |
| Small Lighting System - 1 Day Show Rate | EA | | \$ 240 |
| Small Lighting System - 2 Day Show Rate | EA | | \$ 360 |
| Small Lighting System - 3 Day Show Rate | EA | | \$ 480 |
| Medium Lighting System - 1 Day Show Rate | EA | | \$ 420 |
| Medium Lighting System - 2 Day Show Rate | EA | | \$ 500 |
| Medium Lighting System - 3 Day Show Rate | EA | | \$ 550 |
| Concert Quality Lighting System - 1 Day Show Rate | EA | | \$ 2,400 |
| Concert Quality Lighting System - 2 Day Show Rate | EA | | \$ 3,600 |
| Concert Quality Lighting System - 3 Day Show Rate | EA | | \$ 3,600 |
| Lighting System - Lighting Operator | HR | | 50/hr |
| Lighting System - Spotlight Operator | HR | | 40/hr |
| Staging: 35' x 30' x 5' Scaffolding Stage - 1 Day Show Rate | EA | | \$ 4,200 |
| Staging: 35' x 30' x 5' Scaffolding Stage - 2 Day Show Rate | EA | | \$ 5,400 |
| Staging: 35' x 30' x 5' Scaffolding Stage - 3 Day Show Rate | EA | | \$ 5,500 |
| Staging: 35' x 30' x 5' Scaffolding Stage - Weekly Show Rate | EA | | \$ 5,600 |
| 20' x 16' x 4' Scaffolding Stage - 1 Day Show Rate | EA | | \$ 1,800 |
| 20' x 16' x 4' Scaffolding Stage - 2 Day Show Rate | EA | | \$ 3,000 |
| 20' x 16' x 4' Scaffolding Stage - 3 Day Show Rate | EA | | \$ 3,200 |
| 20' x 16' x 4' Scaffolding Stage - Weekly Show Rate | EA | | \$ 3,400 |
| 24' x 32' XXL Mobile Stage - 1 Day Show Rate | EA | | \$ 4,500 |
| 24' x 32' XXL Mobile Stage - 2 Day Show Rate | EA | | \$ 4,800 |
| 24' x 32' XXL Mobile Stage - 3 Day Show Rate | EA | | \$ 5,000 |
| 24' x 32' XXL Mobile Stage - Weekly Show Rate | EA | | \$ 5,200 |
| 20' x 16' x 2' Scaffolding Stage - 1 Day Show Rate | EA | | \$ 1,200 |
| 20' x 16' x 2' Scaffolding Stage - 2 Day Show Rate | EA | | \$ 1,500 |
| 20' x 16' x 2' Scaffolding Stage - 3 Day Show Rate | EA | | \$ 1,600 |
| 20' x 16' x 2' Scaffolding Stage - Weekly Show Rate | EA | | \$ 1,700 |
| Stage Hands | HR | | 36/hr |
| Additional Gear - Drum Kit: 5 Pieces with Cymbals, Throne | DA | | \$ 240 |
| Additional Band Gear - Bass Guitar Rig | DA | | \$ 120 |
| Additional Band Gear - Guitar Amps | DA | | \$ 90 |
| Additional Band Gear - Keyboard | DA | | \$ 180 |
| Additional Band Gear - Electronic Piano | DA | | \$ 210 |
| Additional Band Gear - Wireless Microphones | DA | | \$ 60 |
| Additional Band Gear - AM/FM Tuner | DA | | \$ 30 |
| Additional Band Gear - Wireless Microphone | DA | | \$ 90 |
| Additional Band Gear - DJ Coffin #1 | DA | | \$ 210 |
| Additional Band Gear - DJ Coffin #2 | DA | | \$ 360 |
| Additional Band Gear - Monitor in ear units | DA | | \$ 150 |
| 16' x 8' Video Screen - 1 Day Show Rate | EA | | \$ 3,000 |
| 16' x 8' Video Screen - 2 Day Show Rate | EA | | \$ 4,200 |
| 16' x 8' Video Screen - 3 Day Show Rate | EA | | \$ 4,300 |
| 21' x 10' Video Screen - 1 Day Show Rate | EA | | \$ 4,500 |
| 21' x 10' Video Screen - 2 Day Show Rate | EA | | \$ 5,500 |
| 21' x 10' Video Screen - 3 Day Show Rate | EA | | \$ 5,800 |
| 10' x 6' Video Screen - 1 Day Show Rate | EA | | \$ 1,950 |
| 10' x 6' Video Screen - 2 Day Show Rate | EA | | \$ 2,050 |
| 10' x 6' Video Screen - 3 Day Show Rate | EA | | \$ 2,150 |

Exhibit IX
AOS Insurance Certificate



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/09/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|---|--|--|---------------|
| PRODUCER Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306 | | CONTACT NAME: PHONE (A/C, No, Ext): (855) 222-5919 FAX (A/C, No): E-MAIL: support@nextinsurance.com | |
| | | INSURER(S) AFFORDING COVERAGE | |
| | | INSURER A: Next Insurance US Company | NAIC #: 16285 |
| | | INSURER B: State National Insurance Company, Inc. | 12831 |
| | | INSURER C: | |
| | | INSURER D: | |
| | | INSURER E: | |
| | | INSURER F: | |

| | | |
|---|------------------------------------|-------------------------|
| COVERAGES | CERTIFICATE NUMBER: 1728572 | REVISION NUMBER: |
| THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. | | |

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|--|------------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | | NXTPQFWRHX-00-GL | 05/07/2022 | 05/07/2023 | EACH OCCURRENCE \$1,000,000.00 |
| | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000.00 | | | | |
| | | MED EXP (Any one person) \$15,000.00 | | | | |
| | | PERSONAL & ADV INJURY \$1,000,000.00 | | | | |
| | | | | | | GENERAL AGGREGATE \$2,000,000.00 |
| | | | | | | PRODUCTS - COM/POP AGG \$2,000,000.00 |
| | | | | | | \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ |
| | | | | | | BODILY INJURY (Per person) \$ |
| | | | | | | BODILY INJURY (Per accident) \$ |
| | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | | | | | | \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ | | | | | EACH OCCURRENCE \$ |
| | | | | | | AGGREGATE \$ |
| | | | | | | \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input checked="" type="checkbox"/> Y | NXT3PJRHQ7-01-WC | 01/09/2023 | 01/09/2024 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER |
| | | E.L. EACH ACCIDENT \$1,000,000.00 | | | | |
| | | E.L. DISEASE - EA EMPLOYEE \$1,000,000.00 | | | | |
| | | E.L. DISEASE - POLICY LIMIT \$1,000,000.00 | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Insurance.

CERTIFICATE HOLDER

City of Fort Lauderdale
100 N Andrews Ave
Fort Lauderdale, FL 33301

LIVE CERTIFICATE



Click or scan to view

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

1C

Today's Date: 4/10/2023

DOCUMENT TITLE: SERVICE AGREEMENT FOR SOUND, STAGE AND LIGHTING SERVICES – BFAV LLC

COMM. MTG. DATE: 3/23/2023 CAM #: 23-0184 ITEM #: CP-1 CAM attached: ☒ YES ☐ NO

Routing Origin: Proc Router Name/Ext: M.Eaton/x5141 Action Summary attached: ☒ YES ☐ NO

CIP FUNDED: ☐ YES ☒ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

1) Dept: CAO Router Name/Ext: K.Nembhard/x5001 # of originals routed: 1 Date to CAO: 4/10/2023

2) City Attorney's Office: Documents to be signed/routed? ☒ YES ☐ NO # of originals attached: 1

Is attached Granicus document Final? ☒ YES ☐ NO Approved as to Form: ☒ YES ☐ NO

Date to CCO: 4/10/23 Patricia SaintVil-Joseph
Attorney's Name

PJO
Initials

3) City Clerk's Office: # of originals: 1 Routed to: Donna V./Aimee L./CMO Date: 04/10/23

4) City Manager's Office: CMO LOG #: APR 14 Document received from: CCO 4/10/23

Assigned to: GREG CHAVARRIA ☒
ANTHONY FAJARDO ☐

SUSAN GRANT ☐

GREG CHAVARRIA as CRA Executive Director ☐

☐ APPROVED FOR G. CHAVARRIA'S SIGNATURE

☐ N/A FOR G. CHAVARRIA TO SIGN

PER ACM: S. Grant (Initial/Date) PER ACM: A. Fajardo (Initial/Date)

☐ PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward ✓ originals to ☐ Mayor ☒ CCO Date: 4/10/23

5) Mayor/CRA Chairman: Please sign as indicated. Forward _____ originals to CCO for attestation/City seal (as applicable) Date: _____

6) City Clerk: Scan original and forwards 1 originals to: M.Eaton/x5141

Attach _____ certified Reso # _____ ☐ YES ☐ NO

Original Route form to K.Nembhard/x5001