

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

THIS AGREEMENT, made this 29 day of JUNE 2012, by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and Freelance Productions, Inc., a Florida corporation, ("Contractor" or "Company"), whose address and phone number are 16350 Jupiter Farms Road, Jupiter, FL 33478, Phone: 561-747-8081, Fax: 561-747-8391, for the term specified herein,

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

WITNESSETH:

I. DOCUMENTS

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

- (1) Request for Proposal 525-10986 sound, stage and lighting services, including any and all addenda, prepared by the City of Fort Lauderdale, ("RFP" or "Exhibit A").
- (2) The Contractor's response to the RFP, dated May 15, 2012 ("Exhibit B").

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, specific direction from the City Manager (or designee)
- B. Second, this Agreement dated 6/29, 2012, and any attachments.
- C. Third, Exhibit A
- D. Fourth, 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.

By signing this Agreement, the Contractor represents that it 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 contract period shall commence on July 23, 2012 and shall end on July 22, 2013. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds.

IV. COMPENSATION

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit B, in the estimated annual amount of \$47,807. 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 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.

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 contract 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 contract 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 contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Insurance

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Fort Lauderdale, a Florida municipality, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, 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 Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Chapter 440, Florida Statutes
Employers' Liability - \$500,000

Any firm performing work for or on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed, by the City's Risk Manager, if they are in accordance with Florida Statutes.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	\$250,000 each person, \$500,000 each occurrence
Property damage	\$100,000 each occurrence

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue, Room 619
Fort Lauderdale, FL 33301

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 he/she/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, 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 contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

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, 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 a contract with City, and may not transact any business

with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, 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 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 Article 768.28, Florida Statutes.

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

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

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.

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 Mayor-Commissioner and/or City

Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to 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.

AA. 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:

- A. 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;
- B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- C. 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
- D. 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.

BB. Scrutinized Companies

This Section applies to any contract for goods or services of \$1 million or more:

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 (2011), as may be amended or revised. The City may terminate this Contract 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 (2011), 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 has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2011) , as may be amended or revised.

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

CITY OF FORT LAUDERDALE

By: [Signature]
Deputy Director of Finance

ATTEST

By: [Signature]
Print Name: Penny Cardullo
Title: Sec. Ties

CONTRACTOR

By: [Signature]
Print Name: William Cardullo
Title: President/Owner

(CORPORATE SEAL)

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 29 day of June, 2012, by William Cardullo as (title): president/owner for Freelance Productions, Inc., a Florida corporation.

(SEAL)

[Signature]
Notary Public, State of Florida
(Signature of Notary Public)
MARK EINLOTH
MY COMMISSION # EE170725
EXPIRES February 19, 2016
(407) 398-0183
FloridaNotaryService.com

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification ✓
Type of Identification Produced drivers license

RFP # 525-10986

TITLE: Sound, Stage & Lighting Services

PART I - INTRODUCTION/INFORMATION

01. PURPOSE

The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified proposers, hereinafter referred to as the Contractor, to provide sound, stage and lighting services for the City's Parks and Recreation Department, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

02. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this solicitation, contact Procurement Specialist AnnDebra Diaz at (954) 828-5949 or email at adiaz@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by BidSync at www.bidsync.com. Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Contractor's please note: Proposals shall be submitted as stated in PART VI – Requirements of the Proposal. No part of your proposal can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all specifications contained in this solicitation.

03. TRANSACTION FEES

The City of Fort Lauderdale uses BidSync (www.bidsync.com) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in the solicitation process, nor will any fees be charged to the awarded vendor.

04. PRE-PROPOSAL CONFERENCE AND SITE VISIT

There will be a pre-proposal conference scheduled for this Request for Proposal as stated in PART II – RFP Schedule. It is strongly suggested that all Contractor's attend the pre-proposal conference.

While attendance is not mandatory, it is the sole responsibility of the Contractor to become familiar with the scope of the City's requirements and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. It is strongly suggested that all Contractor's attend the pre-proposal conference.

05. ELIGIBILITY

To be eligible for award of a contract in response to this solicitation the Contractor must demonstrate that they have successfully completed services, as specified in the Technical Specifications / Scope of Services section of this solicitation, are normally and routinely engaged in performing such services and are properly and legally licensed to perform such work. The proposing firm must demonstrate that they, or the principals assigned to the project, have the capacity to provide a full maintenance and sound monitoring staff and a full quality outdoor sound system(s) and lights for all specified and undefined events described in

this RFP.

Proposing firm must include with their proposal a full complete work history of providing current services provided for other accounts and similar operations; a proposal detailing their complete understanding of the critical nature of the services required and the detailed plans relating to standard and back-up work force; and a resume of employees available to perform services with such documentation fully detailing their ability to provide necessary services. In addition, the Contractor must have no conflict of interest with regard to any other work performed by the Contractor for the City of Fort Lauderdale.

06. PRICING/DELIVERY

All pricing should be identified in PART VII - PROPOSAL PAGES – COST PROPOSAL. No additional costs may be accepted, other than the costs stated on the Proposal pages.

07. RFP DOCUMENTS

The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligation under the Contract.

08. AWARD

The City reserves the right to award to that proposer who will best serve the interests of the City, for that product/service that will best serve the needs of the City of Fort Lauderdale.

The City also reserves the right to waive minor variations in the specifications and in the bidding process. The City further reserves the right to accept or reject any and/or all proposals and to award or not award a contract based on this bid solicitation.

09. PRICE VALIDITY

Prices provided in this Request for Proposal (RFP) are valid for 120 days from time of RFP opening. 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.

PART II - RFP SCHEDULE

EVENT	DATE/TIME
Release of RFP	Wednesday, May 02, 2012
Pre-Proposal Meeting Parks and Recreation Department Administration Office Conference Room 1350 W. Broward Boulevard Fort Lauderdale, FL 33312	Tuesday, May 15, 2012 / 2:30pm EST
Deadline for Questions/Request for Clarifications	Wednesday, May 16, 2012 / 5:00pm EST
Proposal Due Date/Time (Deadline)	Wednesday, May 30, 2012 / 2:00pm EST

PART III - SPECIAL CONDITIONS

01. **GENERAL CONDITIONS**
RFP General Conditions Form G-107 Rev. 12/11 (GC) are included and made a part of this RFP.
02. **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.
03. **RFP DOCUMENTS**
The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligations under the Contract.
04. **CONTRACTORS' COSTS**
The City shall not be liable for any costs incurred by Contractor in responding to this RFP.
05. **RULES AND PROPOSALS**
The signer of the proposal must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the principal Contractor.
06. **CONTRACT PERIOD**
The initial contract term shall commence upon date of award by the City or July 23, 2012 whichever is later, and shall expire one (1) year from that date. The City reserves the right to extend the contract for three (3) additional one (1) year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.
07. **COST ADJUSTMENTS**
Prices quoted shall be firm for the initial contract term (one year). No cost increases shall be accepted in this initial contract term. Please consider this when providing your pricing for this request for proposal.

Thereafter, any extensions which may be approved by the City shall be subject to the following: Costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the index for the comparable month, one-year prior.

Any requested adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if 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 Contract will be considered cancelled on the scheduled expiration date.

08. 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).

09. APPROVED EQUAL OR ALTERNATIVE PRODUCT PROPOSALS

The Technical Specifications contained in this solicitation are to be used as a reference only and are not to be considered of a proprietary nature. These specifications represent a level of quality and features that are desired by the City of Fort Lauderdale. The City is receptive to any product that would be considered by qualified City personnel as an approved equal.

The Contractor must state clearly in their bid pages any variance to the specifications. If proposing an approved equal or alternate product, it will be the Contractor's responsibility to provide adequate information in their proposal to enable the City to ensure that the Contractor meets the required criteria. If adequate information is not submitted with the bid, it may be rejected.

The City of Fort Lauderdale will be the sole judge in determining if the product proposed qualifies as approved equal. The City reserves the right to award to that Contractor which will best serve the interest of the City as determined by the City. The City further reserves the right to waive minor variations to specifications and in the bidding process.

10. 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.

11. **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.

12. **INVOICES/PAYMENT**

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. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award.

13. **NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES**

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

Contractor 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.

The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or services, and shall provide the City prices on such additional items or services based upon a formula or method, which is the same or similar to that used in establishing the prices in his proposal. 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 Contractor thirty (30) days written notice.

14. **DELETION OR MODIFICATION OF SERVICES**

The City reserves the right to delete any portion of the Contract 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 on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of

completion of such portion.

If the Contractor 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 Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

15. **SUBSTITUTION OF PERSONNEL**

It is the intention of the City that the Contractor's personnel proposed for the contract will be available for the initial 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.

16. **INSURANCE**

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an "additional insured" with relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the City as "additional insured" will be at the contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any stipulated insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, 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 Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that precludes coverage for work contemplated in this RFP shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Florida Statute 440
Employers' Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale 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. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	\$250,000 each person, \$500,000 each occurrence
Property damage	\$100,000 each occurrence

A copy of ANY current Certificate of Insurance should be included with your proposal.

In the event that you are the successful bidder, you will be required to provide a certificate naming the City as an "additional insured" for General Liability.

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue, Room 619
Fort Lauderdale, FL 33301

17. SUBCONTRACTORS

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 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.

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.

18. INSURANCE – SUBCONTRACTORS

Contractor shall require all of its subcontractors 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 subcontractors will be the sole responsibility of the contractor.

19. 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:

A. 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;

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

C. 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

D. 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.

20. PUBLIC ENTITY CRIMES

NOTE: Contractor, by submitting a proposal attests she/he/it has not been placed on the convicted vendor list.

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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals 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 Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

21. 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.

22. **CANADIAN COMPANIES**

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.

23. **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-00-27 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-00-27 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/clem/lobby/07002/lobby/stord1008.pdf>.

24. **BID TABULATIONS/INTENT TO AWARD**

(Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at

http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm. Tabulations of receipt of those parties responding to a formal solicitation may be found at

<http://www.fortlauderdale.gov/purchasing/bidresults.htm>, or any interested party may call the Procurement Office at 954-828-5933.

25. **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

<http://fortlauderdale.gov/purchasing/general/contracts/sample021412.pdf>

26. **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.

PART IV - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

01. SCOPE OF SERVICES

The successful Contractor shall provide sound, stage and lighting services as necessary, and ensure the availability of a service technician to maintain a fully operational City owned PA system and accessories. 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 by the successful Contractor:

- A. To provide repairs and service to ensure the continuous availability of City owned equipment.
- B. Rental, transportation, set-up and tear-down of all sound systems and equipment, including lights when specified.
- C. To provide sound technician, monitoring services and light technician, as and where required.
- D. Major festivals and events may require set-up of all equipment one day prior to the event including sound checks.
- E. All Contractor employees must present themselves in a professional manner in both appearance and attitude while on-site. All Contractor personnel shall have a neat appearance and shall wear a shirt which identifies them as Contractor personnel, issued by the Contractor.
- F. Sound monitoring level 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.
- G. All Contractor personnel are responsible for their own meals and beverages while on-site. Employees **CANNOT** consume or be under the influence of alcohol and/or drugs while on-site.
- H. Contractor must provide all hardware & equipment necessary to operate all front of house & monitor world boards including, but not limited to, scaffolding, tents, covers, chairs, lights, etc. as required by the City.

02. RENTAL OF SOUND EQUIPMENT

All rates provided to 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 and light technicians services are priced per hourly rates as noted.

A. SMALL SOUND SYSTEM

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 with speakers on sticks and can be used for announcements, speeches, dignitaries, small gatherings, etc. 300 watt sound system for up to 300 people. It is not sufficient for larger bands or to be used for larger audiences.

System would include all 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

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 pieces.

System would include all 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.

C. MEDIUM CONCERT SOUND SYSTEM

This 10kw sound system will accommodate a 4-6 piece band, and entertain a crowd of 500-1000.

System would include all 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.

D1. LARGE CONCERT QUALITY SOUND SYSTEM FOR MAIN ACTS/MAIN STAGE

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.

Typical Concert Quality Sound System

System would include all 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.

D2. CONCERT QUALITY SOUND SYSTEM BACKLINE PACKAGE

This package would supplement the sound system and provide backline equipment for all bands.

Supply the following equipment at a packaged day rate:

Drum kit: 5 pc Yamaha drum kit (or equivalent) complete with all hardware, cymbals, snare and drum carpet

Bass guitar rig: Gallian-Kruger RB-800 bass amplifier with Guild-Hartke 4X10" cabinet and 1X15" cabinet (or equivalent)

Guitar amplifiers: 2 each Fender twin guitar amplifiers or Roland JL120 amps

03. LABOR, COSTS AND REPAIRS

E. SOUND TECHNICIAN SERVICES

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.

F. HOURLY LABOR RATE FOR REPAIR SERVICE OF CITY EQUIPMENT

The sound company will be responsible for making recommendations for proper

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).

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.

Communications: 1 each 2 channel Clear-Com base station with minimum 3 headsets between lighting operator and follow spot operators.

A-C Power: Lighting must be power distribution compatible.

Spotlights: 2 elevated follow spots minimum, Lycian Superstar 1.2

K. 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.

L. STAGING

L1. - 1 (one) Scaffolding stage 35'X30'X5' high with wood floor & roof, skirting and stairs(see below)

L2. - 1 (one) Show Mobile stage 28' x 14' with roof, wings, skirting and stairs (see below)

(type of stage would be determined by the City by event)

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.

On an as needed basis. More than one stage may be used at one time.

M. STAGE HANDS

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

N. ADDITIONAL BAND GEAR

Drum Kit: 5 pieces w/cymbals & throne

Bass Guitar Rig

Guitar Amps (fender twin, JC120 or equal)

Keyboard (DX-7, D-50, M-1 or equal)

Electronic Piano (weighted keys Korg SG1D,

Kurzwell PC88/Trinity Pro)

Wireless Microphones (VHF Simi-Pro)

Digital Reverb

Compressor

AM/FM Tuner

Cassette and/or CD Deck
 Hammond B-3 and Leslie
 Wireless microphones (UHF Shure/Pro)
 DJ Coffin #1: DJ mixer (two Technic turntables,
 with Pioneer mixer) or equivalent
 DJ Coffin #2: two CD players with mixer combo set
 Monitor inear units

05. CITYWIDE COMMUNITY EVENTS/FESTIVALS/FUNCTIONS

Below is a list of the current functions within the City of Ft. Lauderdale and their current anticipated usage of needs. The City estimates that this contract will encompass the amounts as shown within this bid. These are however estimates only and no warranty or guarantee is given as to the actual number that shall be processed as a result of this contract.

May	Great American Beach Party – 11:30 am – 8:30 pm, Saturday Memorial weekend Fort Lauderdale Beach on A1A Estimated needs for 2 stages: Stage 1: D1, D2, E, M, N Stage 2: D1, D2, E, L1 or L2, M, N
June – August	Starlight Musicals – 7:00 – 10:00 pm Holiday Park – 8 weeks, every Friday night Estimated needs for 1 stage: D1, D2, E, M
July 4	July 4 th Family Celebration on the beach Or on A1A Fort Lauderdale Beach Estimated needs for 1 stage: D1, E, M, N,
August	David Deal Playday Estimated needs for 1 stage: C, E, M
September	Dolphins Pep Rally - 4:30 – 7:30 pm Huizenga Plaza Estimated needs for 1 stage: C or D1, E, M
December 31	Downtown Countdown – 4:30 pm – 1:00 am S.W. Second Street & Esplanade Park Estimated needs for 1 stage : D1, D2, E, M, N

Other smaller community events and grand openings as needed.

PART V – PROPOSAL EVALUATION CRITERIA

The award of the contract will be based on certain objective and subjective considerations listed below:

Understanding of the overall needs of the City for such services, as presented in the narrative proposal, including all cancellation policies.	30%
Experience, qualifications and past performance of the proposing firm, including facilities, resources and references.	20%
Experience, qualifications and past performance of the persons proposed for the project, including technicians and persons responsible for running sound system(s) (resumes to be attached).	20%
Estimated Cost to the City	30%
TOTAL PERCENT AVAILABLE:	100%

An evaluation committee of qualified City Staff or other persons selected by the City will conduct evaluations of proposals. It may be a two-step process. In step one; the committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee shall review each proposal and rank each proposer's evaluation criteria as stated in this RFP (i.e. criteria 1, 2, 3, 4), and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received. In step two, the committee may then conduct discussions (oral presentations), for clarification purposes only, with the finalists and re-score and re-rank the finalists' proposals. The evaluation committee may then make a recommendation, resulting from this process, to the City Manager for award of a contract.

The City may require visits to customer installations or demonstrations of product by Contractor's, as part of the evaluation process.

The City of Fort Lauderdale reserves the right, before awarding the contract, to require a Proposer to submit any evidence of its qualifications as the City may deem necessary, and to consider any evidence available of financial, technical and other qualifications and capabilities, including performance experience with past and present users.

The City of Fort Lauderdale reserves the right to request additional clarifying information and request an oral presentation from any and all Proposers prior to determination of award.

The City reserves the right to award the contract to that Proposer who will best serve the interest of the City. The City reserves the right based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

The City uses a mathematical formula for determining allocation of evaluation criteria including cost points, to each responsive, responsible proposer. Each evaluation criteria stated in the RFP has an identified weighted factor. Each evaluation committee member will rank each criteria, from each proposer, giving their first ranked proposer as number 1, and second proposer as number 2 and so on. The City shall average the ranking for each criteria, for all evaluation committee members, and then multiply that average ranking by the weighted criteria identified in the RFP. The lowest average final ranking score will determine the recommendation by the evaluation committee to the City Manager.

PART VI - REQUIREMENTS OF THE PROPOSAL

All proposals must be submitted as specified on the proposal pages, which follow. Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference will be considered to have no reference material included in the additional documents. The City prefers all responses to this RFP to be less than 50 pages and that the Contractor utilize recyclable materials as much as possible. Expensive or fancy binders are not preferred.

All proposals must be submitted in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside. If more than one package is submitted they should be marked 1 of 2, etc.

THIS IS A PAPER RFP WITH CD's. All proposals must be received by the City of Fort Lauderdale, in the Procurement Services Division, Room 619, City Hall, 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301 prior to 2:00 pm on the date specified in PART II – RFP SCHEDULE. Submittal of response by fax or e-mail will NOT be acceptable.

PROPOSERS MUST SUBMIT AN IDENTIFIED ORIGINAL HARD COPY, PLUS (2) ADDITIONAL HARD COPIES OF THEIR PROPOSAL PAGES INCLUDING ANY ATTACHMENTS.

THE ABOVE REQUIREMENTS TOTAL THREE (3) HARD COPIES OF YOUR PROPOSAL. CONTRACTORS SHOULD SUBMIT YOUR PROPOSAL ALSO ON A CD. CONTRACTOR SHOULD PROVIDE FOUR (4) CD COPIES OF YOUR PROPOSAL. CD COPIES MUST MATCH THE ORIGINAL HARDCOPY. IN CASE OF ANY DISCREPENCY BETWEEN THE ORIGINAL HARD COPIES AND THE CD, THE ORIGINAL HARD COPY PREVAILS. FAILURE TO PROVIDE PROPOSALS AS STATED ABOVE, MAY BE GROUNDS TO FIND CONTRACTOR NON-RESPONSIVE.

The proposer understands that the information contained in these Proposal Pages is to be relied upon by the City in awarding the proposed Agreement, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal, relating to the qualifications of the proposer, as may be required by the City.

A representative who is authorized to contractually bind the Contractor shall sign the Bid/Proposal Signature page. Omission of a signature on that page may result in rejection of your proposal.

PART VII - PROPOSAL PAGES – COST PROPOSAL

Proposer Name FREELANCE PRODUCTIONS INC.

Proposer agrees to supply the products and services at the prices bid below in accordance with the terms, conditions and specifications contained in this RFP.

Cost to the City: Contractor must quote firm, fixed, rate for all services identified in this request for proposal. This firm fixed rate includes any costs for travel to the City. No other costs will be accepted. This firm fixed rate will be the same for the initial contract period.

Failure to use the City's COST PROPOSAL Page and provide costs as requested in this RFP, may deem your proposal non-responsive.

A. Small Sound System:

½ Day Show Rate \$ 300.00 (up to 5 hours inclusive)
1 Day Show Rate \$ 350.00
2 Day Show Rate \$ 300.00
3 Day Show Rate \$ 250.00

of technicians required # 1

B. Small Concert Sound System:

1 Day Show Rate \$ 575.00
2 Day Show Rate \$ 475.00
3 Day Show Rate \$ 475.00

of technicians required # 1

C. Medium Concert Sound System:

1 Day Show Rate \$ 750.00
2 Day Show Rate \$ 600.00
3 Day Show Rate \$ 550.00

of technicians required # 2

D1. Large Concert Quality Sound System for Main Acts/Main Stage:

1 Day Show Rate \$ 1,450.00
2 Day Show Rate \$ 1,100.00
3 Day Show Rate \$ 1,000.00

of technicians required # 2

D2. Concert Quality Sound System Backline Package:

1 Day Show Rate \$ 300.00

2 Day Show Rate \$ 150.00

3 Day Show Rate \$ 150.00

of technicians required # 1

E. Sound Technician Services:

Provide a fixed hourly rate: \$ 35.00 per man per hour

F. Hourly Labor Rate for Repair Service of City Equipment:

Provide a fixed hourly rate: \$ 45.00 per man per hour

G. Materials/Parts Costs for Maintenance/Repair Services:

Cost plus 20 %

H. Small Lighting System:

1 Day Show Rate \$ 35.00

2 Day Show Rate \$ 75.00

3 Day Show Rate \$ 50.00

I. Medium Lighting System:

1 Day Show Rate \$ 300.00

2 Day Show Rate \$ 200.00

3 Day Show Rate \$ 100.00

J. Concert Quality Lighting System:

1 Day Show Rate \$ 1,250.00

2 Day Show Rate \$ 950.00

3 Day Show Rate \$ 800.00

K. Labor Operators for Lighting Systems:

Lighting Operator: provide a fixed hourly rate: \$ 35.00 per man per hour

Spotlight Operator: provide a fixed hourly rate: \$ 25.00 per man per hour

L. Staging:

L1. 35'X30'x5' Scaffolding Stage:

1 Day Show Rate \$ 3,000.00
2 Day Show Rate \$ 500.00
3 Day Show Rate \$ 500.00
Weekly Rate \$ 4,000.00

L2. 28'X14' Show Mobile Stage:

1 Day Show Rate \$ 1,000.00
2 Day Show Rate \$ 500.00
3 Day Show Rate \$ n/c
Weekly Rate \$ 1,500.00

1 Day Show Rate \$ 1,000.00
2 Day Show Rate \$ 500.00
3 Day Show Rate \$ n/c
Weekly Rate \$ 1,500.00

M. Stage Hands

Provide a fixed hourly rate: \$ 17.00 per man per hour

N. Additional Band Gear Rental: Provide a daily rate for the rental of the following band equipment:

Drum Kit: 5 pieces w/cymbals & throne	\$ <u>150.00</u>
Bass Guitar Rig	\$ <u>50.00</u>
Guitar Amps (fender twin, JC120 or equal)	\$ <u>35.00</u>
Keyboard (DX-7, D-50, M-1 or equal)	\$ <u>75.00</u>
Electronic Piano (weighted keys Korg SG1D, Kurzwell PC88/Trinity Pro)	\$ <u>100.00</u>
Wireless Microphones (VHF Simi-Pro)	\$ <u>35.00</u>
Digital Reverb	\$ <u>20.00</u>
Compressor	\$ <u>15.00</u>
AM/FM Tuner	\$ <u>15.00</u>
Cassette and/or CD Deck	\$ <u>15.00</u>
Hammond B-3 and Leslie	\$ <u>275.00</u>
Wireless microphones (UHF Shure/Pro)	\$ <u>35.00</u>
DJ Coffin #1: DJ mixer (two technic turntables with Pioneer mixer or equal)	\$ <u>175.00</u>
DJ Coffin #2: two CD players with mixer combo set	\$ <u>105.00</u>
Monitor inear units	\$ <u>75.00</u>

PART VIII - PROPOSAL PAGES - TECHNICAL PROPOSAL

The following issues should be fully responded to in your proposal in concise narrative form. Additional sheets should be used, but they should reference each issue and be presented in the same order.

- Tab 1: Bid/Proposal Signature page
- Tab 2: Non-Collusion Statement
- Tab 3: Letter of Interest, The letter of interest may contain any other information not in the proposal but should not exceed two (2) pages.
- Tab 4: Business Licenses. Evidence that your firm and/or persons performing the work are licensed to do business in the State of Florida.
- Tab 5: References: Provide information including names, phone numbers and functions relating to contracts and or established programs for which you are presently providing similar required service. Also attach a sheet providing references from the past five years on large concerts or multiple stage shows that you have been contracted for where you provided similar services.
- Tab 6: Evidence of Insurance. Certificate of Insurance showing coverage, forms, limits. Actual insurance certificates will be required from recommended contractor, prior to award.
- Tab 7: Proposer's assessment of the City of Fort Lauderdale's needs and the quality of the proposal to meet those needs, including a plan/outline. Understanding of the City's needs for sound, lighting and staging, and proposer's overall approach to those needs.
- Tab 8: How long has the proposer's company been established and providing similar services?
- Tab 9: Where are the company's main offices and warehouse located?
- Tab 10: Does the company own the equipment listed in the proposal or is equipment subcontracted? If subcontracting, what percentage (%)?
- Tab 11: List those persons who will have a management or senior position with the City. Provide name of the lead contact for purposes of this contract and the on-site coordinator during events and festivals. Attach resumes and history of all management, senior positions, lead contact and on-site coordinator who will be responsible for all set-ups and advances of bands riders.
- Tab 12: List all full time and part time technicians. Provide names and experience.
- Tab 13: Provide cancellation policy regarding individual shows (cost of technicians, equipment, drive time, number of hours, etc).

- Tab 14: Provide procedure for handling of emergencies during an event, i.e.: damaged equipment, repairs, replacement equipment, unqualified or problem employees.
- Tab 15: Provide procedure for handling all problems arising during an event.
- Tab 16: Provide list of City of Fort Lauderdale agencies with which the proposer has had contracts or agreements during the past three (3) years.
- Tab 16: Any additional attachments to your proposal.

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: Proposals must be submitted by hard copy only. It will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Department, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed 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. 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.

Please Note: All fields below must be completed. If the field does not apply to you, please note N/A in that field.

Submitted by: [Signature] (signature) 5-15-12 (date)

Name (printed) PENNY CARDULLO WILLIAM CARDULLO Title: PRES OWNER

Company: (Legal Registration) FREELANCE PRODUCTION INC.

CONTRACTOR, IF FOREIGN CORPORATION, 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/).

Address: 16350 JUPITER FARMS RD

City JUPITER State: FLORIDA Zip 33478

Telephone No: 561-747-8088 FAX No. 561-747-8391 Email: FREELANCEPROD@aol.com

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): 30 days

Payment Terms (section 1.04): 30 days Total Bid Discount (section 1.05):

Does your firm qualify for MBE or WBE status (section 1.09): MBE [X] WBE

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

Addendum No. Date Issued

P-CARDS: Will your firm accept the City's Credit Card as payment for goods/services?

YES [X] NO

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS. If this section does not apply to your bid, simply mark N/A in the section below.

Variations: N/A

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.

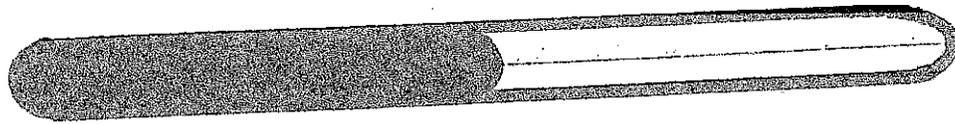
Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

<u>NAME</u>	<u>RELATIONSHIPS</u>
N/A	
_____	_____
_____	_____

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.

Freelance Productions, Inc.

"The One Stop Production Company"



Freelance Productions was founded in 1980 and was the first full production company in Palm Beach County. We have since grown to one of the largest full production companies in the state of Florida.

At Freelance Quality comes first. We utilize the finest state-of-the-art sound and lighting equipment available combined with the most knowledgeable technical support personnel to ensure customer satisfaction at every production.

Internationally Licensed & Insured Since 1980

FREELANCE PRODUCTIONS, INC.

P.O. BOX 1561 JUPITER, FL 33468 USA

Toll Free: 1-800-420-5756

Phone: 561/747-8081 * Fax: 561/747-8399

Email: FreelanceProd

Copyright © Freelance Productions, Inc.



ANNE M. GANNON P.O. Box 3353, West Palm Beach, FL 33402-3353
CONSTITUTIONAL TAX COLLECTOR www.taxcollectorpbcc.com Tel: (561) 355-2272
Serving Palm Beach County

****LOCATED AT****
16330 JUPITER FARMS ROAD
JUPITER, FL 33478-0000

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
53-2480 AUDIO AND VISUAL EQUIPMENT RENTAL	CARDULLO WILLIAM		U12.293927 - 02/15/12	\$51.25	B40159804

This document is valid only when receipted by the Tax Collector's Office.

**STATE OF FLORIDA
PALM BEACH COUNTY
2011/2012 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 199607492
EXPIRES: SEPTEMBER 30, 2012**

FREELANCE PRODUCTIONS INC
FREELANCE PRODUCTIONS INC
PO BOX 1561
JUPITER, FL 33468-1561



This receipt does not constitute a franchise, agreement, permission of authority to perform the services or operate the business described herein when a franchise, agreement or other county commission, state or federal permission of authority is required by county, state or federal law.

APPENDIX B
BUSINESS INFORMATION
RFS NO. 800093/LJ

Full Legal Name of Entity: Freelance Productions Inc.
(Exactly as it is to appear on the Contract/Agreement)

Entity Address: 16350 Jupiter Farms Rd.
Jupiter, FL 33478

Telephone Number: (561) 947-8081 Fax Number: (561) 747-8399

Form of Entity (check one and complete the appropriate entity statement attached hereto)

- Corporation (Complete forms page(s) 41)
- Partnership, General (Complete forms page(s) 42)
- Partnership, Limited (Complete forms page(s) 42)
- Joint Venture (Complete forms page(s) 43)
- Sole Proprietorship

Federal I.D. Number: _____

(1) If Proponent is a subsidiary, state name of parent company.

Caution: All information provided herein must be as to Proponent (subsidiary) and not as to parent company.

(2) If a corporation is a partner of a proposing partnership or a member of a proposing joint venture, the corporation statement, attached hereto, must be completed in addition to the appropriate Proponent's business entity statement.

Is Entity registered to do business in the State of Florida? Yes No

If yes to the above, as of what date? 1980

If not presently registered to do business in the State of Florida, Proposer acknowledges, by signing below, that if it is the Awardee it will register with the State of Florida prior to the effective date of the contract with Palm Beach County.

SIGNATURE: 

NAME (PRINT): William Cardullo

TITLE: Pres. Owner

COMPANY: Freelance Productions Inc.

FREELANCE PRODUCTIONS INC.
"The One Stop Production Company"

REFERENCES:

1. CITY OF FT LAUDERDALE 1997-2004 CONTACT DEBBIE DUNBAR
CITY OF FT LAUDERDALE 2004-2012 CONTACT DEBBIE
BYLICA ALL SHOWS, STARLITE, BLUESFEST, CAIJUN/ZYDECO, 4TH JULY
2. GULFSTREAM PARK RACE TRACK HALLANDALE, FLORIDA 1996-2007
NATIONAL ACTS VERY LARGE LIST, SUCK AS DOOBIE BROTHERS, BRIAN
ADAMS, EDDIE MONEY, STYX, CYNDI LAUPER, KANSAS, AIR SUPPLY. ECT.
CONTACT DAVID ROVINE (954) 457-6185
3. SUNFEST 1980-2012 CONTACT PAUL JAMISON (561) 837-8062
NATIONAL ACTS UP TO FIVE STAGES, 3/4 MILE OF PA FOR FIRE
WORKS DISPLAY, VERY LARGE LIST OF ACTS. (OVER 500 NATIONAL
ACTS)
4. CITY OF WEST PALM BEACH FLA EVENTS OFFICE 1980-2012
CONTACT LAURA REINES 561-822-1522 CITY CONTRACT
5. VIA PRODUCTIONS, INC 2005-2012 ALL OUTDOOR SHOWS,
EVENTS, FESTIVALS, CONCERTS, TURTLE FEST, ITALIAN FEST, BLUES
CONTACT JERRY 561-427-0500
6. MEYER AMPHITHEATRE CITY OF WEST PALM BEACH ///// ALL
NATIONAL AND LOCAL ACTS LAURA 561-822-1523
7. RHYTHM FOUNDATION 1980-2012/ALL MIAMI CONCERTS AND
SHOWS, JAMES QUINLAN 1-305-672-5202

ALASKA CERTIFICATE OF LIABILITY INSURANCE

OP ID LE
FREEL-1

DATE (MM/DD/YYYY)
10/22/07

R.V. Johnson Agency, Inc. (JCK)
2041 S.E. Ocean Blvd.
Stuart FL 34996
Phone: 772-287-3366 Fax: 772-287-4439

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Southern Owners Insurance 10190

INSURER B: Auto-Owners Insurance Co 18988

INSURER C:

INSURER D:

INSURER E:

INSURED

Freelance Productions Inc.
Penny Cardullo
16330 Jupiter Farms Road
Jupiter FL 33478

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> HNO \$1MIL GENT. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	72603302	09/30/07	09/30/08	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	4216580901	09/30/07	09/30/08	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO NOT COVERED W/THIS AGENCY				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
B	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10000	4216580902	09/30/07	09/30/08	EACH OCCURRENCE \$ AGGREGATE \$ 1,000,000 \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	NOT COVERED W/THIS AGENCY			WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 30 days notice of cancellation for workers compensation coverage.
 Companies have the option to cancel 10 days for non-payment.
 Certificate Holder is listed as additional insured per Endorsement 55202 (5-000). (not applicable for workers compensation)

CERTIFICATE HOLDER

BROCO11

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Handwritten Signature

FREELANCE PRODUCTIONS INC.
"The One Stop Production Company"

TECHNICIAL PROPOSAL

1. At Freelance Productions, Quality comes first. We utilize the finest sound and lighting equipment available combined with the most knowledgeable technical support personnel, to insure customer satisfaction at every production. Since 1997 we have been your contractor so we do know all city needs.
2. Founded in 1980, since then we have grown to be one of the largest full production companies in the state. (27 years)
3. Our main offices are located in Jupiter Florida, We also own our own fleet of trucks, with backup trucking available at all times. We also have a truck yard and storage in BOCA RATON just off I-95 and Glades Road.
4. We own 100% of equipment.
5. Technician list at bottom of page.
6. Bill Cardullo president/owner with over 30 years in the business, have worked w/over 35,000 national acts, fairs, (27) years SunFest, city of Miami Beach, city of Fort Lauderdale, fairs, festivals in and out of country, Caribbean Music Fest, Sant Kits Music Fest, Haiti Carnival, ect, city of WPB. see web site (WWW.FREELANCE PRODUCTIONS INC.COM(10) years Gulfstream race track.
7. Cancellation policy regarding Starlite shows is we have to have a phone call by 2:00pm day of show, if made by 2:00 no charge, if we set up and run show 100% payment is due.
8. We always carry spare equipment, such as amplifiers, guitar amps, bass amps, ect also have tools to repair items if needed. never unqualified employees, problem employees are fired.
9. We carry backup equipment, we also have a list of all music stores, We also carry replacement equipment in all trucks.

We have (6) full time employees

1. ray durso (25 years w/co all aspects)
2. don caracci (5 years w/co lights, backline, technician)
3. mike covert (20 years w/co all aspects)
4. ricardo delgalo (12 years w/co all aspects)
5. Alex maiorino (7 year w/co all aspects)
6. gene stachurski (12 years all aspects)

We have (22) part time employees used upon load in calls, and labor needs.

Note: all aspects is all sound, lighting, backline, staging duties.

1400

State of Florida

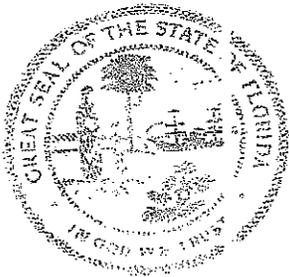


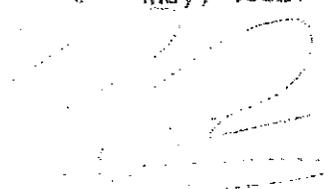
Department of State

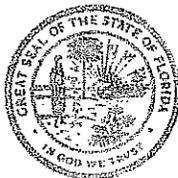
I certify that the attached is a true and correct copy of the Articles of Incorporation of FREELANCE PRODUCTIONS, INC., a corporation organized under the Laws of the State of Florida, filed on May 21, 1982.

The charter number for this corporation is F82242.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
24th day of May, 1982.




George Firestone
Secretary of State



FLORIDA DEPARTMENT OF STATE
 George Firestone
 Secretary of State

D.W. McKinnon, Director
 Division of Corporations
 904/488-9636

Mrs. Nettie Sims, Chief
 Bureau of Corporate Records
 904/488-9383

May 24, 1982

Richard D. Schuler, Esq.
 1655 Palm Beach Lakes Blvd., S-1015
 W. Palm Beach, Fl. 33401

Ref. #: 121

Dear Mr. Schuler:

The Articles of Incorporation for FREELANCE PRODUCTIONS, INC. were filed on May 21, 1982, and assigned Charter Number F82242.

Your check for \$63.00 covering the various fees has been received.

Enclosed is a certified copy of the articles.

Should you have any questions regarding this matter, please telephone (904)487-1322, the Word Processing Section, Mrs. Bobbie Cox, Supervisor.

Sincerely,

D. W. McKinnon, Director
 Division of Corporations

DWM/wk

MAY 26 1982

FREELANCE PRODUCTIONS INC.
"The One Stop Production Company"

Our main offices are located in jupiter florida, We also own our own fleet of trucks, with backup trucking available at all times..

We own 100% of equipment.

FREELANCE PRODUCTIONS INC.
"The One Stop Production Company"

SUMMARY OF EXPERANCE

1. RAY DURSO 25 YEARS WITH CO, TECHNICIAN
2. MIKE COVERT 20 YEARS WITH CO BACKLINE, STAGE SPOTS
3. TIM RHOTON 12 YEARS WITH COMPANY, TECHNICIAN
4. ALEX MAIORINO 9 YEARS WITH CO TECHNICIAN
5. GENE STACHURSKI 12 YEARS WITH CO, TECHNICIAN
6. DON CARACCI 9 YEARS WITH CO TECHNICIAN
7. ED SCHRADER 25 YEARS
8. PENNY CARDULLO 32 YEARS WITH COMPANY, CO OWNER

FREELANCE PRODUCTIONS INC.
"The One Stop Production Company"

1. MIKE COVERT 20 YEARS WITH CO BACKLINE, STAGE SPOTS
2. TIM RHOTON 12 YEARS WITH COMPANY, TECHNICIAN
3. ALEX MAIORINO 9 YEARS WITH CO TECHNICIAN
4. GENE STACHURSKI 12 YEARS WITH CO, TECHNICIAN

FREELANCE PRODUCTIONS INC.
"The One Stop Production Company"

Cancellation policy regarding starlite shows is we have to have a phone call by 2:00pm day of show, if made by 2:00 no charge, if we set up and run show 100% payment is due.

FREELANCE PRODUCTIONS INC.
"The One Stop Production Company"

We always carry spare equipment, such as amplifiers, guitar amps, bass amps, ect also have tools to repair items if needed. never unqualified employees, problem employees are fired.

We carry backup equipment, we also have a list of all music stores, We also carry replacement eqyupment in all trucks.

FREELANCE PRODUCTIONS INC.
"The One Stop Production Company"

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CITY OF FT LAUDERDALE 2004-2012 CONTACT DEBBIE
BYLICA ALL SHOWS, STARLITE, BLUESFEST, CALJUN/ZYDECO, 4TH JULY
- 2. GULFSTREAM PARK RACE TRACK HALLANDALE, FLORIDA 1996-2007
NATIONAL ACTS VERY LARGE LIST, SUCK AS DOOBIE BROTHERS, BRIAN
ADAMS, EDDIE MONEY, STYX, CYNDI LAUPER, KANSAS, AIR SUPPLY. ECT.
CONTACT DAVID ROVINE (954) 457-6185
- 3. SUNFEST 1980-2012 CONTACT PAUL JAMISON (561) 837-8062
NATIONAL ACTS UP TO FIVE STAGES, 3/4 MILE OF PA FOR FIRE
WORKS DISPLAY, VERY LARGE LIST OF ACTS. (OVER 500 NATIONAL
ACTS)
- 4. CITY OF WEST PALM BEACH FLA EVENTS OFFICE 1980-2012
CONTACT LAURA REINES 561-822-1522 CITY CONTRACT
- 5. VIA PRODUCTIONS, INC 2005-2012 ALL OUTDOOR SHOWS,
EVENTS, FESTIVALS, CONCERTS, TURTLE FEST, ITALIAN FEST, BLUES
CONTACT JERRY 561-427-0500
- 6. MEYER AMPHITHEATRE CITY OF WEST PALM BEACH ///// ALL
NATIONAL AND LOCAL ACTS LAURA 561-822-1523
- 7. RHYTHM FOUNDATION 1980-2012/ALL MIAMI CONCERTS AND
SHOWS, JAMES QUINLAN 1-305-672-5202

Freelance Productions Inc.

Satisfied Customers

AIR SUPPLY
AL SIMMONS
AL STEWERT
ALAN KING
ALCATRAZZ
ALLAN HARRIS BAND
ALLEN COLLINS BAND
ALPHALT BALLET
AMERICA
ANDREW DICE CLAY
ANIMAL LOGIC
ANNETTE FUNICELLO
ANTHRAX
ARLO-GUTHRIE
ARTHER SMITH
ASLEEP AT THE WHEEL
ASSOCIATION
ASWAD
ATLANTA RHYTHM SECTION
AXX
BABYLON AD
BACHMAN TURNER OVERDRIVE
BAD COMPANY
BAD FINGER
BANGLES
BATTLE ZONE
BATTON ROUGE
B.B. KING
BEATLE MANIA
BECKY HOBBS
BELLAMY BROTHERS
BEN VEREEN
BENNY HESTER
BERLIN
BERTIE HIGGINS
BIG BANG
BILLY 'CRASH' CRADOCK
BILLY J. KRAMER
BILLY JOE ROYAL
BILLY THORPE
BLACK CROWS
BLACK-U-HURU
BLEEDING HEARTS
BLOOD, SWEAT & TEARS
BLUE MURDER
BLUE OYSTER CULT
BLUES BUSTERS
BO DIDLY
BOB McRATH
BOBBY 'BLUE' BAND
BOBBY BEAR
BOBBY FRISS BAND
BOBBY McFERRIN
BOBBY RAMIREZ
BOBBY RYDELL
BOBBY VINTON
BOBBY-V
BONHAM
BONNIE RAITT
BRAVE NEW TRIBE
BRIAN HYLAND
BUDDY RICH
BUFFALO SPRINGFIELD
BULLET BOYS
BYRDS
C-C MUSIC FACTORY
CANADIAN BRASS
CATHOLIC GIRLS
CHARLEY PICKET
CHARLIE DANIELS BAND
CHARLY McCLAIN
CHARLY McCLAIR
CHEAP TRICK
CHICK COREA

CHUBBY CHECKER
CHUCK MANGIONE
CINDY CURTISS
CIRCLE JERKS
CLAN OF ZYMOX
CLASSICS IV
CLEARANCE GATEMOUTH
CLINTON GREGORY
COASTERS
CONWAY TWITTY
CONNIE STEVENS
COPELAND DAVIS
COUNT BASSIE ORCH.
COUNTRY JOE
COVER GIRLS
CRUZADOS
CRYSTAL
CRYSTAL GALE
D. CLARK
DANGEROUS TOYS
DAVE BRUBECK
DAVE MASON
DAVE VALENTINE
DAVID BENOIT
DAVID CASSIDY
DAVID CROSBY
DEBBIE SPRING
DEL-VIKINGS
DELORIS TELESCOPE
DENNIS QUAID
DIANNE SCHUUR
DICK CULLEYS BIG BAND
DICKIE BETTS
DINO
DION WARWICK
DIRT CHEAP STRING BAND
DIRTY LOOKS
DIZZY GILLESPIE
DOC SEVERINSEN
DON CORRELL
DONNIE IRIS
DONOVAN
DONY McGUIRE
DOOBIE BROTHERS
DOTTIE WEST
DR. FEELGOOD & INTERNS OF
DR. JOHN LOVE
DREAMS SO REAL
DWIGHT TWILLY
EARL KLUGH
EARL THOMAS CONLEY
ED KIA
EDDIE MONEY
EDDIE RABBITT
EDDY RAVEN
EDGAR WINTER
ELAINE ELIAS BAND
EMMY LOU HARRIS
ERIC JOHNSON
EXILE
EZO
FABIAN
FABULONS
FATS DOMINO
FELIX CAVALIERE
FEMME FATALE
FIRE FALL
FLOCK OF SEAGULLS
FOGHAT
FOREIGNER
FOUR HORSEMEN
FRANKIE AVALON
FRANKIE VAILLI & THE FOUR
FRED PENNER SEASONS

FREDDIE JACKSON
FRONT 242
GALACTIC COWBOYS
GARRY MORRIS
GARRY PUCKETT & THE UNION
GARY BURTON GAP
GARY LEWIS
GARY SHANDLING
GATLIN BROTHERS BAND
GATO-BARRIERI
GENE LOVES JESEBEL
GENE WATSON
GEORGE BENSON
GEORGE DUKE
GEORGE HOWARD
GEORGE JONES
GEORGE TANDY
GEORGE THOROGOOD
GEORGIA SATELLITES
GERALD ALBRIGHT
GERARDO
GINO VANNELLI
GLASS BROTHERS
GRAHM NASH
GRANT GEISSMAN
GRASS ROOTS
GREG ALLMAN
GREG KINN
GROVER WASHINGTON
GRUPO VISION
GUESS WHO
GUITAR MURPHY
GUN
GYPSY QUEEN
HARRY ANDERSON
HARRY BLACKSTONE
HARRY CONNICK JR.
HEADEAST
HEARTLESS
HEAT
HELIX
HENRY LEE SUMMERS
HERBIE HANN
HIROSHIMA
HONEYMOON SUITE
HOT TUNA
HUMBLE PIE
HUNTER S. THOMPSON
HURRICANE
IAN HUNTER
INDIGO GIRLS
ICGY POP
IMAGES
INK SPOTS
JACK HACK & THE HEART ATTACK
JAN & DEAN
JANES ADDICTION
JASON & THE SCORCHERS
JAY & THE AMERICANS
JEFF ALTHAN
JERRY REED
JERRY VALE
JERY LEE LEWIS
JET BOY
JIM MESSINA BAND
JIMMY CLIFF
JIMNY HALL
JOE DIFFIE
JOE ROYAL
JOE SAMPLE
JOE SATRIANI
JOE WALSH
JOEY DEE & THE STARLIGHTERS
JOHN ANDERSON

Feelance Productions Inc.

Satisfied Customers

JOHN BLAKE QUARTET
JOHN CAFFERTY
JOHN CONLEE
JOHN LEE HOOKER
JOHN HAYALL
JOHN PARR
JOHN PRINE
JOHN SABASTIAN
JOHNNY CASH
JOHNNY COPELAND
JOHNNY MAESTRO & THE BRKLYN BRIDGE
JOHNNY RIVERS
JOHNNY VAN ZANT
JOHNNY WINTER
JON HENDRICKS
JUICE NEWTON
JUNIOR WELLS
KANSAS
KATHY MATTEA
KC & THE SUNSHINE BAND
KEIRO MATSUI
KEITH WHITNEY
KENNY C
KEVIN NEO-ION
KILLER BEES
KIM BOYCE
KIM FENSYL
KING SUNNY ADE
KINGS X
KINGSTON TRIO
KIX
KORO TAYLOR
KOOL & THE GANG
KRIS KRISTOFFERSON
KRORUS
LA GUNS
LACY J DALTON
LANE BRODY
LATOYA JACKSON
LAURA-NYRO
LEE GREENWOOD
LEE RITTENOUR
LEON REDBONE
LEON RUSSELL
LITTLE ANTHONY
LITTLE RIVER BAND
LIZZY BORDEN
LONNIE LISTON SMITH
LORD TAYLOR
LORDS OF THE NEW CHURCH
LOS LOBOS
LOS SOBRINOS DEL JUEZ
LOS-TIGERS-DEL-NORTE
LOU RAWLS
LOUISE MANDRELL
LIVINGSTON TAYLOR
LYNN ANDERSON
M.S.C.
MARC CONN
MARIE OSMOND
MARIO EVAZA
MARILYN McCOO
MARK CHESNUTT
MARK COLLIE
MARK FARNER
MARSHALL CRENSHAW
MARSHALL GRANT ORCH.
MARSHALL TUCKER BAND
MARTECA
MASON DIXON
MAYNARD FERGUSON
MC QUEEN STREET
HEATLOAF
HEL TILLIS

MEL TORHE
MELBA MOORE
MELL McDANIEL
MEN FROM EARTH
MIAMI SOUND MACHINE
MICHAEL HEDGES
MICHAEL JOHNSON
MICHAEL MARTIN MURPHEY
MICHAEL STANLEY BAND
MICHAEL W. SMITH
MICK RONSON
MIDNIGHT OIL
MILISSA MANCHESTER
MISSING PERSONS
MITCH RYDER
MOET
MOLLY HATCHETT
MONTREUX
MYRON FLOREN & ORCH.
NAJEE
NATALIE COLE
NATHAN PAGE
NAZARETH
NEIL SEDARA
NESTOR TORRES
NICOLETTE LARSON
NIGHT RANGER
NITTY GRITTY DIRT BAND
OCEANS
OPRAY NIGHT
OUTLAWS
PAM TILLIS
PARIS
PAT METHERY
PAT TRAVERS
PATTY LOVELESS
PAUL ANKER
PAUL REVERE & THE RAIDERS
PAUL WILLIAMS
PBJC JAZZ ENSEMBLE
PENDRUS
PENNY DEHAVIN
PETRA
PHOEBE SNOW
POCO
POINT BLANK
PRODUCERS
PROFYLE
QUEEN IDA
QUIET RIOT
RADIATORS
RAIN DOGS
RAMONES
RANSEY LEWIS
RANDY BERNSON
RANDY STONEHILL
RARE EARTH
RARE-SILK
RAY CHARLES
RAZER BACK
REBA McENTIRE
REBA RAMBO
RED BUTTON
RED SIREN
RESTLESS HEART
RICHARD BELZER
RICHARD ELLIOT
RICHARD LEWIS
RICK DANCO
RICK DERRINGER
RICKY SKAGGS
RITA COOLIDGE
ROBBEN FORD
ROBERT GRAY BAND

ROBERT GULA
ROBERT PERERA
ROBERTA FLACK
ROBIN TROWER
ROCK-STREET
ROCKIN ROBIN
ROCKS GANG
ROCKY & THE ROLLERS
ROGER McGUINN
ROGER MILLER
ROGER WILLIAMS
ROMANTICS
RON REDKIN
RONNIE LAWS
RONNIE McDOWELL
RONNIE MILSAP
RONNY & THE DAYTONAS
RORY BLACK
ROSIE VELA
ROUGH-CUTT
ROY CLARK
SACUCO
SAIGON RICK
SALLY MOORE
SAM KINISON
SANDRA BERNHARD
SAVATAGE
SAVOY BROWN
SAWYER BROWN
SERENDIPITY SINGERS
SERGIO-MENDES
SHA-NA-NA
SHADOWFAK
SHANNON
SILOS
SINBAD
SKID ROW
SKINNY PUPPY
SLIDER
SMITHEREENS
SHORIE ROBINSON
SOUNDGARDEN
SOUTHERN PACIFIC
SPECIAL EFX BAND
SPIRIT
SPREAD EAGLE
SPYRO-CYRO
ST. WARREN
STACY LATTISAW
STAGE DOLLS
STANLEY JORDEN
STANLEY CLARK
STEEL
STEEL BREEZE
STEPHEN WRIGHT
STEPPEN WOLF
STEPS AHEAD
STEVE HORSE BAND
STEVEN BISHOP
STEVEN STILLS
STEVIE N.
STRANGER
SUZY BOCCUSS
SWEET HEARTS OF THE RODEO
T-PAU
T. GRAHAM BROWN
TAKE 6
TALL STORIES
TAMMY WYNETTE
TARA KEMP
TAYNA TUCKER
TESTAMENT
THE ANGELS
THE BABA BAND

Feelance Productions Inc.

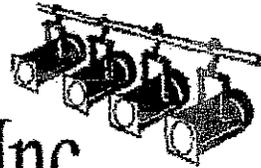
Satisfied Customers

THE BAND
THE BIG F
THE BLUES BREAKERS
THE BUCKINGHAMS
THE CALL
THE COASTERS
THE COMMODORES
THE CRUSADERS
THE DIAMONDS
THE DIRTY DOZEN BRASS BAND
THE DOLPHINS
THE DRIFTERS
THE FIFTH DIMENTION
THE FORESTER SISTERS
THE GATLIN BROS.
THE HUBB CAPS
THE IMPERIALS
THE JUDDS
THE LETTERMEN
THE MAMAS & THE PAPAS
THE HARVELETES
THE MYSTICS
THE NEVILLE BROS.
THE OUTSIDERS
THE PUZZLERS
THE REPLACEMENTS
THE RHODES BROS.
THE SCREAM
THE SECOND STEP
THE SHOOTERS
THE SPINNERS
THE STRAY CATS
THE STRIP
THE TEMPTATIONS
THE TUBES
THE WAILERS
THE WAVE
THE YELLOW JACKETS
THIRD-WORLD
THIRTYEIGHT SPECIAL
THOM BRESH
THOM ROTELLA
THOMPSON TWINS
THREE DOG NIGHT
TIM WEISBERG
TIMMY T
TOM T HALL
TOM TOYAMA
TOMMY JAMES
TOMMY-ROW
TOMMY SLEDGE
TONI BISHOP
TONY BENNETT
TOOTS & THE HAYTALLS
TRACIE SPENCER
TRAVIS MOON
TRAVIS TRITT
TROPICAL SALAD
TUCK & PATTI
TYGER TYGER
TYKETTO
UNCLE SALLY
UP WITH PEOPLE
URIAH BEEP
VERN GOSDIN
VINCE VANCE & THE VALIANTS
VIXEN
VOIVOD
WAR
WARRANT
WARREN ZEVON
WAYNE MASSEY
WET WILLIE
WHITE LION

WHITE TRASH
WILL TO POWER
WILLIAM LEE GOLDEN
WILLIE NELSON
WILTON FELDER
WINGER
WOODY HERMAN
WORLD WAR III
WRATHCHILD AMERICA
WYNTON MARSALIS
XAVIER
XYZ
YELLOWMAN
YOUNG BLOODS
ZACHARY RICHARD

Freelance Productions, Inc.

"The One Stop Production Company"



SOUND

LOUDSPEAKER SYSTEMS

EAW EV JBL OAP

MONITOR SPEAKER SYSTEMS

DBX EAW Galaxy JBL Meyer

CONSOLES

Mackie Midas Ramsa Soundcraft TAC Yamaha

AMPLIFICATION

Crest Crown

DRIVE / PROCESSING

Behringer DBX Drawmer EAW EV Eventide

Klark Technic Lexicon Roland Vally Gatex

MICROPHONES

AKG ATM Beyer C-tapes Crown EV

Sennheiser Shure Sony

WIRELESS SYSTEMS

Shure UHF 58 / Beta 58 Handheld

Freelance Productions, Inc.

"The One Stop Production Company"



STAGE GEAR

GUITAR AMPS & CABINETS

Fender Twin Reverbs
Fender Super Reverbs
Roland JC 120's
Legend
MASA BOOGIE
PV Special
Music Man
Marshall 50 watt
Marshall 100 watt
Marshall 4x12

BASS AMPS & CABINETS

Ampeg SVT Heads
Ampeg B-15 Amp
SWR Bass Head
Gallien-Kruegar 400RB
Gallien-Kruegar 800RB
TKO 60 PV Amp
Mark-III PV Head
Ampeg SVT 8x10 Cabinet
Harkie 4x10
Single 15" Bass Cabinet
Double 15" Bass Cabinet
Single 18" Bass Cabinet

KEYBOARDS AMPS & CABINETS

6 & 8 Channel Mixers
Self Powered Mixers
15" Speaker & Horn Cabinets

JBL 12" & 1" Horn Cabinets
PV KB-300 Amp
QSC, BGW, Crown & Crest Amplifiers

KEYBOARDS

Hammond B-3 Organ
Hammond 122 Leslie
Yamaha CP-70 Baby Grand Piano
Yamaha DX7 old style
Yamaha DX7 FDII
Korg M-1
Korg SCID Piano
Korg Poly 800
Roland RD250 (73 keys)
Roland RD300 (88 keys)
Roland D-70
Roland U-20
Juno 106
Juno 6
Jupiter 6
Ensonique Mirage
ESQ-M Modules
KX-88 Controller Keyboard
Kurzweil PX1000 Module

Keyboards have Sustain and Volume Pedals

KEYBOARD STANDS

Quick-Lock Single Tier
Quick-Lock Double Tier
Invisible Double Tier
Ultimate Support Double Tier
Ultimate Support Tripple Tier
Apex Double Tier
Apex Single Tier (Heavy Duty)

DRUMS & PERCUSSION

Yamaha Recording, Custom Series, Drum kit, All hardware & Cymbals
Yamaha Stage Series, Drum kit, All hardware & Cymbals
Ludwig Drum kit, All hardware & Cymbals

MISCELLANEOUS STAGE GEAR

Fender Precision Bass
Fender Stratocaster Guitar
Guitar Stands
Wireless Guitar Units
Conn Strobe Tuner
Drum Carpets
Drum Risers
Drum Thrones
Piano Bench

Bar Stools (Black)
Patch Cables
MIDI Cables
MANHASSET Music Stands with Lights & AC Cables

**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

These instructions 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) 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.
- 1.01 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.
- 1.02 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.
- 1.03 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 ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.04 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.
- 1.05 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.
- 1.06 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 descent 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

This Section applies to any contract for goods or services of \$1 million or more:

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 as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract 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 (2011), 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.

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 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) when the City is requesting bids from qualified Bidders.

REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.

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 person whose bid conforms in all material respects to the terms and conditions included in the ITB.

RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.

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 – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.

CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.

CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.

The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

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, Bidder's 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 59-600319, 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 cashiers 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 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. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

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 DIRECTOR OF PROCUREMENT SERVICES DIVISION (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO

AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:
http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm

THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:
<http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>

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:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, 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 TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to 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:
- Bidders 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, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 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:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorneys fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. 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 its best interest as determined by the City, to cancel 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 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 should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their 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.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 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 themselves 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 him for 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.

- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from 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 its 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 all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 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.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

Solicitation 525-10986
Sound, Stage and Lighting Services



CITY OF FORT LAUDERDALE

City of Fort Lauderdale

Bid 525-10986 Sound, Stage and Lighting Services

Bid Number **525-10986**
Bid Title **Sound, Stage and Lighting Services**

Bid Start Date **May 1, 2012 3:09:34 PM EDT**
Bid End Date **May 30, 2012 2:00:00 PM EDT**
Question & Answer End Date **May 16, 2012 5:00:00 PM EDT**

Bid Contact **AnnDebra Diaz**
Procurement Specialist II
Procurement
954-828-5949
adiaz@fortlauderdale.gov

Pre-Bid Conference **May 15, 2012 2:30:00 PM EDT**
Attendance is optional
Location: Parks and Recreation Department
Administration Office
Conference Room
1350 W. Broward Boulevard
Fort Lauderdale, FL 33312

Changes made on May 4, 2012 1:05:13 PM EDT

New Documents **FREELANCE PROP.pdf**

Changes were made to the following items:

[Sound, Stage and Lighting Services](#)

Description

The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified proposers, hereinafter referred to as the Contractor, to provide sound, stage and lighting services for the City's Parks and Recreation Department, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

Added on May 4, 2012:

Addendum 1 - Freelance Productions proposal 575-9735 has been attached

Changes made on May 4, 2012 1:05:13 PM EDT

RFP # 525-10986**TITLE: Sound, Stage & Lighting Services****PART I – INTRODUCTION/INFORMATION****01. PURPOSE**

The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified proposers, hereinafter referred to as the Contractor, to provide sound, stage and lighting services for the City's Parks and Recreation Department, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

02. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this solicitation, contact Procurement Specialist AnnDebra Diaz at (954) 828-5949 or email at adiaz@fortlauderdale.gov. Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by BidSync at www.bidsync.com. Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Contractor's please note: Proposals shall be submitted as stated in PART VI – Requirements of the Proposal. No part of your proposal can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all specifications contained in this solicitation.

03. TRANSACTION FEES

The City of Fort Lauderdale uses BidSync (www.bidsync.com) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in the solicitation process, nor will any fees be charged to the awarded vendor.

04. PRE-PROPOSAL CONFERENCE AND SITE VISIT

There will be a pre-proposal conference scheduled for this Request for Proposal as stated in PART II – RFP Schedule. It is strongly suggested that all Contractor's attend the pre-proposal conference.

While attendance is not mandatory, it is the sole responsibility of the Contractor to become familiar with the scope of the City's requirements and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. It is strongly suggested that all Contractor's attend the pre-proposal conference.

05. ELIGIBILITY

To be eligible for award of a contract in response to this solicitation the Contractor must demonstrate that they have successfully completed services, as specified in the Technical Specifications / Scope of Services section of this solicitation, are normally and routinely engaged in performing such services and are properly and legally licensed to perform such work. The proposing firm must demonstrate that they, or the principals assigned to the project, have the capacity to provide a full maintenance and sound monitoring staff and a full quality outdoor sound system(s) and lights for all specified and undefined events described in

this RFP.

Proposing firm must include with their proposal a full complete work history of providing current services provided for other accounts and similar operations; a proposal detailing their complete understanding of the critical nature of the services required and the detailed plans relating to standard and back-up work force; and a resume of employees available to perform services with such documentation fully detailing their ability to provide necessary services. In addition, the Contractor must have no conflict of interest with regard to any other work performed by the Contractor for the City of Fort Lauderdale.

06. PRICING/DELIVERY

All pricing should be identified in PART VII - PROPOSAL PAGES – COST PROPOSAL. No additional costs may be accepted, other than the costs stated on the Proposal pages.

07. RFP DOCUMENTS

The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligation under the Contract.

08. AWARD

The City reserves the right to award to that proposer who will best serve the interests of the City, for that product/service that will best serve the needs of the City of Fort Lauderdale.

The City also reserves the right to waive minor variations in the specifications and in the bidding process. The City further reserves the right to accept or reject any and/or all proposals and to award or not award a contract based on this bid solicitation.

09. PRICE VALIDITY

Prices provided in this Request for Proposal (RFP) are valid for 120 days from time of RFP opening. 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.

PART II - RFP SCHEDULE

EVENT	DATE/TIME
Release of RFP	Wednesday, May 02, 2012
Pre-Proposal Meeting Parks and Recreation Department Administration Office Conference Room 1350 W. Broward Boulevard Fort Lauderdale, FL 33312	Tuesday, May 15, 2012 / 2:30pm EST
Deadline for Questions/Request for Clarifications	Wednesday, May 16, 2012 / 5:00pm EST
Proposal Due Date/Time (Deadline)	Wednesday, May 30, 2012 / 2:00pm EST

PART III - SPECIAL CONDITIONS**01. GENERAL CONDITIONS**

RFP General Conditions Form G-107 Rev. 12/11 (GC) are included and made a part of this RFP.

02. 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.

03. RFP DOCUMENTS

The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligations under the Contract.

04. CONTRACTORS' COSTS

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

05. RULES AND PROPOSALS

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

06. CONTRACT PERIOD

The initial contract term shall commence upon date of award by the City or July 23, 2012 whichever is later, and shall expire one (1) year from that date. The City reserves the right to extend the contract for three (3) additional one (1) year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

07. COST ADJUSTMENTS

Prices quoted shall be firm for the initial contract term (one year). No cost increases shall be accepted in this initial contract term. Please consider this when providing your pricing for this request for proposal.

Thereafter, any extensions which may be approved by the City shall be subject to the following: Costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the index for the comparable month, one-year prior.

Any requested adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if 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 Contract will be considered cancelled on the scheduled expiration date.

08. 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).

09. APPROVED EQUAL OR ALTERNATIVE PRODUCT PROPOSALS

The Technical Specifications contained in this solicitation are to be used as a reference only and are not to be considered of a proprietary nature. These specifications represent a level of quality and features that are desired by the City of Fort Lauderdale. The City is receptive to any product that would be considered by qualified City personnel as an approved equal.

The Contractor must state clearly in their bid pages any variance to the specifications. If proposing an approved equal or alternate product, it will be the Contractor's responsibility to provide adequate information in their proposal to enable the City to ensure that the Contractor meets the required criteria. If adequate information is not submitted with the bid, it may be rejected.

The City of Fort Lauderdale will be the sole judge in determining if the product proposed qualifies as approved equal. The City reserves the right to award to that Contractor which will best serve the interest of the City as determined by the City. The City further reserves the right to waive minor variations to specifications and in the bidding process.

10. 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.

11. **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.

12. **INVOICES/PAYMENT**

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. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award.

13. **NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES**

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

Contractor 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.

The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or services, and shall provide the City prices on such additional items or services based upon a formula or method, which is the same or similar to that used in establishing the prices in his proposal. 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 Contractor thirty (30) days written notice.

14. **DELETION OR MODIFICATION OF SERVICES**

The City reserves the right to delete any portion of the Contract 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 on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of

completion of such portion.

If the Contractor 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 Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

15. **SUBSTITUTION OF PERSONNEL**

It is the intention of the City that the Contractor's personnel proposed for the contract will be available for the initial 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.

16. **INSURANCE**

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an "additional insured" with relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the City as "additional insured" will be at the contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any stipulated insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, 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 Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that precludes coverage for work contemplated in this RFP shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Florida Statute 440
Employers' Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale 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. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	\$250,000 each person, \$500,000 each occurrence
Property damage	\$100,000 each occurrence

A copy of **ANY** current Certificate of Insurance should be included with your proposal.

In the event that you are the successful bidder, you will be required to provide a certificate naming the City as an "additional insured" for General Liability.

Certificate holder should be addressed as follows:

City of Fort Lauderdale
 Procurement Services Division
 100 N. Andrews Avenue, Room 619
 Fort Lauderdale, FL 33301

17. SUBCONTRACTORS

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 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.

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.

18. INSURANCE – SUBCONTRACTORS

Contractor shall require all of its subcontractors 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 subcontractors will be the sole responsibility of the contractor.

19. 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:

A. 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;

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

C. 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

D. 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.

20. PUBLIC ENTITY CRIMES

NOTE: Contractor, by submitting a proposal attests she/he/it has not been placed on the convicted vendor list.

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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals 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 Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

21. 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.

22. CANADIAN COMPANIES

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.

23. 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-00-27 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-00-27 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/clerk/LobbyistDocs/lobbyistord1009.pdf> .

24. BID TABULATIONS/INTENT TO AWARD

(Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at

http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm. Tabulations of receipt of those parties responding to a formal solicitation may be found at

<http://www.fortlauderdale.gov/purchasing/bidresults.htm>, or any interested party may call the Procurement Office at 954-828-5933.

25. 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

<http://fortlauderdale.gov/purchasing/general/contractsample021412.pdf>

26. 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.

PART IV - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

01. SCOPE OF SERVICES

The successful Contractor shall provide sound, stage and lighting services as necessary, and ensure the availability of a service technician to maintain a fully operational City owned PA system and accessories. 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 by the successful Contractor:

- A. To provide repairs and service to ensure the continuous availability of City owned equipment.
- B. Rental, transportation, set-up and tear-down of all sound systems and equipment, including lights when specified.
- C. To provide sound technician, monitoring services and light technician, as and where required.
- D. Major festivals and events may require set-up of all equipment one day prior to the event including sound checks.
- E. All Contractor employees must present themselves in a professional manner in both appearance and attitude while on-site. All Contractor personnel shall have a neat appearance and shall wear a shirt which identifies them as Contractor personnel, issued by the Contractor.
- F. Sound monitoring level 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.
- G. All Contractor personnel are responsible for their own meals and beverages while on-site. Employees **CANNOT** consume or be under the influence of alcohol and/or drugs while on-site.
- H. Contractor must provide all hardware & equipment necessary to operate all front of house & monitor world boards including, but not limited to, scaffolding, tents, covers, chairs, lights, etc. as required by the City.

02. RENTAL OF SOUND EQUIPMENT

All rates provided to 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 and light technicians services are priced per hourly rates as noted.

A. SMALL SOUND SYSTEM

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 with speakers on sticks and can be used for announcements, speeches, dignitaries, small gatherings, etc. 300 watt sound system for up to 300 people. It is not sufficient for larger bands or to be used for larger audiences.

System would include all 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

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 pieces.

System would include all 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.

C. MEDIUM CONCERT SOUND SYSTEM

This 10kw sound system will accommodate a 4-6 piece band, and entertain a crowd of 500-1000.

System would include all 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.

D1. LARGE CONCERT QUALITY SOUND SYSTEM FOR MAIN ACTS/MAIN STAGE

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.

Typical Concert Quality Sound System

System would include all 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.

D2. CONCERT QUALITY SOUND SYSTEM BACKLINE PACKAGE

This package would supplement the sound system and provide backline equipment for all bands.

Supply the following equipment at a packaged day rate:

Drum kit: 5 pc Yamaha drum kit (or equivalent) complete with all hardware, cymbals, snare and drum carpet

Bass guitar rig: Gallian-Kruger RB-800 bass amplifier with Guild-Hartke 4X10" cabinet and 1X15" cabinet (or equivalent)

Guitar amplifiers: 2 each Fender twin guitar amplifiers or Roland JL120 amps

03. LABOR, COSTS AND REPAIRS

E. SOUND TECHNICIAN SERVICES

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.

F. HOURLY LABOR RATE FOR REPAIR SERVICE OF CITY EQUIPMENT

The sound company will be responsible for making recommendations for proper

maintenance and upkeep of City owned PA equipment. Such recommendations shall be made in writing on a quarterly basis, or as needed due to heavy periods of usage during certain times of the year.

To provide a fixed hourly labor rate for repair services of City owned equipment to insure the proper operation of all City owned audio equipment. This shall include minor repairs, corrections and modifications to this equipment to keep in excellent working condition.

G. MATERIAL/PARTS COSTS FOR MAINTENANCE/REPAIR SERVICES

Any material costs as required for the maintenance and minor repair of City owned equipment per Item 3F above, must be submitted in writing prior to any work beginning on City owned equipment. Material costs for these repairs shall be invoiced to the City at cost plus the percent (%) stated in the Bidder Proposal Pages, all original invoices and receipts must be attached to your invoice.

04. 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.

H. SMALL LIGHTING SYSTEM

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 4 par 64's.

Small Lighting System

Lights: 2 trees of lights with 4 cans of 64 par lights (each tree) with gel frame and color gel selection.

Dimming and control: This system does not include any dimming capability

A-C Power: 2 each 50' power cords, 2 each quad boxes

I. MEDIUM LIGHTING SYSTEM

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 4 par 64's.

Lights: 4 trees of lights with 4 cans of 64 par lights (each tree) with gel frame and color gel selection.

Dimming and control: 2 each ETA 4 channel 1.2 KW dimmer packs, 1 each NSI 12 channel digital lighting board, 4 each 50' microphone cables

A-C Power: 4 each 50' extension cords, 2 each quad boxes, Lighting to be either U-Grounded (generator) or power distribution compatible

J. CONCERT QUALITY LIGHTING SYSTEM

This lighting system is for main stages, national acts. The lighting system includes 48 par 64's flown with two spotlights.

Lights: Minimum 48 each 1000 watt Par 64 lamps with gel frame and color gel selection.

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).

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.

Communications: 1 each 2 channel Clear-Com base station with minimum 3 headsets between lighting operator and follow spot operators.

A-C Power: Lighting must be power distribution compatible.

Spotlights: 2 elevated follow spots minimum, Lycian Superstar 1.2

K. 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.

L. STAGING

L1. – 1 (one) Scaffolding stage 35'X30'X5' high with wood floor & roof, skirting and stairs(see below)

L2. – 1 (one) Show Mobile stage 28' x 14' with roof, wings, skirting and stairs (see below)

(type of stage would be determined by the City by event)

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.

On an as needed basis. More than one stage may be used at one time.

M. STAGE HANDS

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

N. ADDITIONAL BAND GEAR

Drum Kit: 5 pieces w/cymbals & throne

Bass Guitar Rig

Guitar Amps (fender twin, JC120 or equal)

Keyboard (DX-7, D-50, M-1 or equal)

Electronic Piano (weighted keys Korg SG1D,

Kurzwell PC88/Trinity Pro)

Wireless Microphones (VHF Simi-Pro)

Digital Reverb

Compressor

AM/FM Tuner

Cassette and/or CD Deck
 Hammond B-3 and Leslie
 Wireless microphones (UHF Shure/Pro)
 DJ Coffin #1: DJ mixer (two Technic turntables,
 with Pioneer mixer) or equivalent
 DJ Coffin #2: two CD players with mixer combo set
 Monitor inear units

05. CITYWIDE COMMUNITY EVENTS/FESTIVALS/FUNCTIONS

Below is a list of the current functions within the City of Ft. Lauderdale and their current anticipated usage of needs. The City estimates that this contract will encompass the amounts as shown within this bid. These are however estimates only and no warranty or guarantee is given as to the actual number that shall be processed as a result of this contract.

May	Great American Beach Party – 11:30 am – 8:30 pm, Saturday Memorial weekend Fort Lauderdale Beach on A1A Estimated needs for 2 stages: Stage 1: D1, D2, E, M, N Stage 2: D1, D2, E, L1 or L2, M, N
June – August	Starlight Musicals – 7:00 – 10:00 pm Holiday Park – 8 weeks, every Friday night Estimated needs for 1 stage: D1, D2, E, M
July 4	July 4 th Family Celebration on the beach Or on A1A Fort Lauderdale Beach Estimated needs for 1 stage: D1, E, M, N,
August	David Deal Playday Estimated needs for 1 stage: C, E, M
September	Dolphins Pep Rally - 4:30 – 7:30 pm Huizenga Plaza Estimated needs for 1 stage: C or D1, E, M
December 31	Downtown Countdown – 4:30 pm – 1:00 am S.W. Second Street & Esplanade Park Estimated needs for 1 stage : D1, D2, E, M, N

Other smaller community events and grand openings as needed.

PART V – PROPOSAL EVALUATION CRITERIA

The award of the contract will be based on certain objective and subjective considerations listed below:

Understanding of the overall needs of the City for such services, as presented in the narrative proposal, including all cancellation policies.	30%
Experience, qualifications and past performance of the proposing firm, including facilities, resources and references.	20%
Experience, qualifications and past performance of the persons proposed for the project, including technicians and persons responsible for running sound system(s) (resumes to be attached).	20%
Estimated Cost to the City	30%
TOTAL PERCENT AVAILABLE:	100%

An evaluation committee of qualified City Staff or other persons selected by the City will conduct evaluations of proposals. It may be a two-step process. In step one; the committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee shall review each proposal and rank each proposer's evaluation criteria as stated in this RFP (i.e. criteria 1, 2, 3, 4), and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received. In step two, the committee may then conduct discussions (oral presentations), for clarification purposes only, with the finalists and re-score and re-rank the finalists' proposals. The evaluation committee may then make a recommendation, resulting from this process, to the City Manager for award of a contract.

The City may require visits to customer installations or demonstrations of product by Contractor's, as part of the evaluation process.

The City of Fort Lauderdale reserves the right, before awarding the contract, to require a Proposer to submit any evidence of its qualifications as the City may deem necessary, and to consider any evidence available of financial, technical and other qualifications and capabilities, including performance experience with past and present users.

The City of Fort Lauderdale reserves the right to request additional clarifying information and request an oral presentation from any and all Proposers prior to determination of award.

The City reserves the right to award the contract to that Proposer who will best serve the interest of the City. The City reserves the right based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

The City uses a mathematical formula for determining allocation of evaluation criteria including cost points, to each responsive, responsible proposer. Each evaluation criteria stated in the RFP has an identified weighted factor. Each evaluation committee member will rank each criteria, from each proposer, giving their first ranked proposer as number 1, and second proposer as number 2 and so on. The City shall average the ranking for each criteria, for all evaluation committee members, and then multiply that average ranking by the weighted criteria identified in the RFP. The lowest average final ranking score will determine the recommendation by the evaluation committee to the City Manager.

PART VI - REQUIREMENTS OF THE PROPOSAL

All proposals must be submitted as specified on the proposal pages, which follow. Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference will be considered to have no reference material included in the additional documents. The City prefers all responses to this RFP to be less than 50 pages and that the Contractor utilize recyclable materials as much as possible. Expensive or fancy binders are not preferred.

All proposals must be submitted in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside. If more than one package is submitted they should be marked 1 of 2, etc.

THIS IS A PAPER RFP WITH CD's. All proposals must be received by the City of Fort Lauderdale, in the Procurement Services Division, Room 619, City Hall, 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301 prior to 2:00 pm on the date specified in PART II – RFP SCHEDULE. Submittal of response by fax or e-mail will NOT be acceptable.

PROPOSERS MUST SUBMIT AN IDENTIFIED ORIGINAL HARD COPY, PLUS (2) ADDITIONAL HARD COPIES OF THEIR PROPOSAL PAGES INCLUDING ANY ATTACHMENTS.

THE ABOVE REQUIREMENTS TOTAL THREE (3) HARD COPIES OF YOUR PROPOSAL. CONTRACTORS SHOULD SUBMIT YOUR PROPOSAL ALSO ON A CD. CONTRACTOR SHOULD PROVIDE FOUR (4) CD COPIES OF YOUR PROPOSAL. CD COPIES MUST MATCH THE ORIGINAL HARDCOPY. IN CASE OF ANY DISCREPENCY BETWEEN THE ORIGINAL HARD COPIES AND THE CD, THE ORIGINAL HARD COPY PREVAILS. FAILURE TO PROVIDE PROPOSALS AS STATED ABOVE, MAY BE GROUNDS TO FIND CONTRACTOR NON-RESPONSIVE.

The proposer understands that the information contained in these Proposal Pages is to be relied upon by the City in awarding the proposed Agreement, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal, relating to the qualifications of the proposer, as may be required by the City.

A representative who is authorized to contractually bind the Contractor shall sign the Bid/Proposal Signature page. Omission of a signature on that page may result in rejection of your proposal.

PART VII - PROPOSAL PAGES – COST PROPOSAL

Proposer Name _____

Proposer agrees to supply the products and services at the prices bid below in accordance with the terms, conditions and specifications contained in this RFP.

Cost to the City: Contractor must quote firm, fixed, rate for all services identified in this request for proposal. This firm fixed rate includes any costs for travel to the City. No other costs will be accepted. This firm fixed rate will be the same for the initial contract period.

Failure to use the City's COST PROPOSAL Page and provide costs as requested in this RFP, may deem your proposal non-responsive.

A. Small Sound System:

½ Day Show Rate \$ _____ (up to 5 hours inclusive)

1 Day Show Rate \$ _____

2 Day Show Rate \$ _____

3 Day Show Rate \$ _____

of technicians required # _____

B. Small Concert Sound System:

1 Day Show Rate \$ _____

2 Day Show Rate \$ _____

3 Day Show Rate \$ _____

of technicians required # _____

C. Medium Concert Sound System:

1 Day Show Rate \$ _____

2 Day Show Rate \$ _____

3 Day Show Rate \$ _____

of technicians required # _____

D1. Large Concert Quality Sound System for Main Acts/Main Stage:

1 Day Show Rate \$ _____

2 Day Show Rate \$ _____

3 Day Show Rate \$ _____

of technicians required # _____

D2. Concert Quality Sound System Backline Package:

1 Day Show Rate \$ _____

2 Day Show Rate \$ _____

3 Day Show Rate \$ _____

of technicians required # _____

E. Sound Technician Services:

Provide a fixed hourly rate: \$ _____ per man per hour

F. Hourly Labor Rate for Repair Service of City Equipment:

Provide a fixed hourly rate: \$ _____ per man per hour

G. Materials/Parts Costs for Maintenance/Repair Services:

Cost plus _____%

H. Small Lighting System:

1 Day Show Rate \$ _____

2 Day Show Rate \$ _____

3 Day Show Rate \$ _____

I. Medium Lighting System:

1 Day Show Rate \$ _____

2 Day Show Rate \$ _____

3 Day Show Rate \$ _____

J. Concert Quality Lighting System:

1 Day Show Rate \$ _____

2 Day Show Rate \$ _____

3 Day Show Rate \$ _____

K. Labor Operators for Lighting Systems:

Lighting Operator: provide a fixed hourly rate: \$ _____ per man per hour

Spotlight Operator: provide a fixed hourly rate: \$ _____ per man per hour

L. Staging:

L1. 35'X30'x5' Scaffolding Stage:

1 Day Show Rate \$ _____
 2 Day Show Rate \$ _____
 3 Day Show Rate \$ _____
 Weekly Rate \$ _____

L2. 28'X14' Show Mobile Stage:

1 Day Show Rate \$ _____
 2 Day Show Rate \$ _____
 3 Day Show Rate \$ _____
 Weekly Rate \$ _____

1 Day Show Rate \$ _____
 2 Day Show Rate \$ _____
 3 Day Show Rate \$ _____
 Weekly Rate \$ _____

M. Stage Hands

Provide a fixed hourly rate: \$ _____ per man per hour

N. Additional Band Gear Rental: Provide a daily rate for the rental of the following band equipment:

Drum Kit: 5 pieces w/cymbals & throne	\$ _____
Bass Guitar Rig	\$ _____
Guitar Amps (fender twin, JC120 or equal)	\$ _____
Keyboard (DX-7, D-50, M-1 or equal)	\$ _____
Electronic Piano (weighted keys Korg SG1D, Kurzwell PC88/Trinity Pro)	\$ _____
Wireless Microphones (VHF Simi-Pro)	\$ _____
Digital Reverb	\$ _____
Compressor	\$ _____
AM/FM Tuner	\$ _____
Cassette and/or CD Deck	\$ _____
Hammond B-3 and Leslie	\$ _____
Wireless microphones (UHF Shure/Pro)	\$ _____
DJ Coffin #1: DJ mixer (two technic turntables with Pioneer mixer or equal)	\$ _____
DJ Coffin #2: two CD players with mixer combo set	\$ _____
Monitor inear units	\$ _____

PART VIII - PROPOSAL PAGES - TECHNICAL PROPOSAL

The following issues should be fully responded to in your proposal in concise narrative form. Additional sheets should be used, but they should reference each issue and be presented in the same order.

- Tab 1: Bid/Proposal Signature page
- Tab 2: Non-Collusion Statement
- Tab 3: Letter of Interest, The letter of interest may contain any other information not in the proposal but should not exceed two (2) pages.
- Tab 4: Business Licenses. Evidence that your firm and/or persons performing the work are licensed to do business in the State of Florida.
- Tab 5: References: Provide information including names, phone numbers and functions relating to contracts and or established programs for which you are presently providing similar required service. Also attach a sheet providing references from the past five years on large concerts or multiple stage shows that you have been contracted for where you provided similar services.
- Tab 6: Evidence of Insurance. Certificate of Insurance showing coverage, forms, limits. Actual insurance certificates will be required from recommended contractor, prior to award.
- Tab 7: Proposer's assessment of the City of Fort Lauderdale's needs and the quality of the proposal to meet those needs, including a plan/outline. Understanding of the City's needs for sound, lighting and staging, and proposer's overall approach to those needs.
- Tab 8: How long has the proposer's company been established and providing similar services?
- Tab 9: Where are the company's main offices and warehouse located?
- Tab 10: Does the company own the equipment listed in the proposal or is equipment subcontracted? If subcontracting, what percentage (%)?
- Tab 11: List those persons who will have a management or senior position with the City. Provide name of the lead contact for purposes of this contract and the on-site coordinator during events and festivals. Attach resumes and history of all management, senior positions, lead contact and on-site coordinator who will be responsible for all set-ups and advances of bands riders.
- Tab 12: List all full time and part time technicians. Provide names and experience.
- Tab 13: Provide cancellation policy regarding individual shows (cost of technicians, equipment, drive time, number of hours, etc).

- Tab 14: Provide procedure for handling of emergencies during an event, i.e.: damaged equipment, repairs, replacement equipment, unqualified or problem employees.
- Tab 15: Provide procedure for handling all problems arising during an event.
- Tab 16: Provide list of City of Fort Lauderdale agencies with which the proposer has had contracts or agreements during the past three (3) years.
- Tab 16: Any additional attachments to your proposal.

**CITY OF FORT LAUDERDALE
GENERAL CONDITIONS**

These instructions 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) 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.
- 1.01 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.
- 1.02 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.
- 1.03 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 ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.04 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.
- 1.05 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.
- 1.06 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

This Section applies to any contract for goods or services of \$1 million or more:

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 as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract 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 (2011), 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.

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 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 it's general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.

REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.

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 person whose bid conforms in all material respects to the terms and conditions included in the ITB.

RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.

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 – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.

CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.

CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.

The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

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, Bidder's 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 initiated 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 86-8013875578C-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 cashiers 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 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. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

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 DIRECTOR OF PROCUREMENT SERVICES DIVISION (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO

AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:
http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm

THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:
<http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>

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:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, 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 TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to 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:
- Bidders 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, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 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:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorneys fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. 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 its best interest as determined by the City, to cancel 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 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 should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their 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.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 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 themselves 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 him for 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.

- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from 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 its 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 all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 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.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

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.

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: Proposals must be submitted by hard copy only. It will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Department, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed 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. 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.

Please Note: All fields below must be completed. If the field does not apply to you, please note N/A in that field.

Submitted by: _____
(signature) (date)

Name (printed) _____ Title: _____

Company: (Legal Registration) _____

CONTRACTOR, IF FOREIGN CORPORATION, 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/>).

Address: _____

City _____ State: _____ Zip _____

Telephone No. _____ FAX No. _____ Email: _____

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

Payment Terms (section 1.04): _____ Total Bid Discount (section 1.05): _____

Does your firm qualify for MBE or WBE status (section 1.09): MBE _____ WBE _____

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

Addendum No. _____ Date Issued _____

P-CARDS: Will your firm accept the City's Credit Card as payment for goods/services?

YES _____ NO _____

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. **HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS.** If this section does not apply to your bid, simply mark N/A in the section below.

Variances:

COPY 6

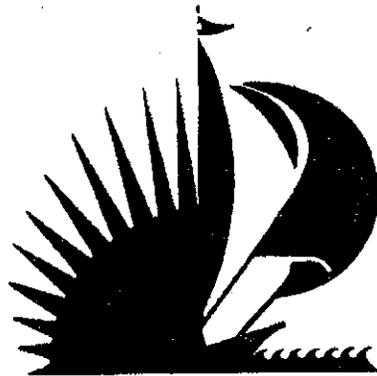
Request for Proposal

575-9735

**CONTRACT
COPY**

SOUND SYSTEM, STAGE AND LIGHTING SERVICES

**Opens: April 27, 2007
2:00 p.m.**



City of Fort Lauderdale

***Issued for Parks and Recreation
by the Procurement Services Department***

AnnDebra Diaz
(954) 828-5949

E-mail: adiaz@fortlauderdale.gov

Visit us on the web at www.fortlauderdale.gov/purchasing

(954) 828-5140

PART VII - REQUIREMENTS OF THE PROPOSAL

All proposals must be submitted as specified on the proposal pages which follow. Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. This will provide a quick reference for the evaluators. Proposals not providing this reference will be considered to have no reference material included in the additional documents.

The proposal shall be signed by a representative who is authorized to contractually bind the Contractor.

**PROPOSERS MUST SUBMIT AN IDENTIFIED
ORIGINAL COPY PLUS SIX (6) COPIES OF THE
PROPOSAL PAGES INCLUDING ANY ATTACHMENTS**

THE ABOVE REQUIREMENT TOTALS SEVEN (7) COPIES OF YOUR PROPOSAL

ALL PROPOSALS SHALL BE RECEIVED PRIOR TO 2:00 PM EST, ON APRIL 27, 2007 TO:

City of Fort Lauderdale
Department of Procurement Services
100 N. Andrews Avenue, Suite 619
Fort Lauderdale, Florida 33301

ALL PROPOSALS MUST BE SUBMITTED IN A SEALED PACKAGE WITH THE RFP NUMBER, RFP TITLE AND DUE DATE CLEARLY MARKED ON THE OUTSIDE. IF MORE THAN ONE PACKAGE IS SUBMITTED THEY SHOULD BE MARKED 1 OF 2, ETC.

PROPOSAL PAGES ARE AS FOLLOWS:

- Part I Proposal Pages - Cost Information
- Part II Proposal Pages - Technical Information
- Part III Proposal Pages – Questionnaire
- Part IV Non Collusion Statement
- Part V Proposal Signature Page
- Attachments to your Proposal

**PROPOSAL PAGES - PART I
COST INFORMATION**

Bidder agrees to supply the products or services at the prices bid below, in accordance with the terms, conditions and specifications contained in this Request for Proposals. All price information to be used in the proposal evaluation must be on these pages.

A. Supplemental Sound Equipment for City PA System:

1 Day Show Rate \$500.00
1 Day Show Rate \$400.00
2 Day Show Rate \$300.00
of technicians required #_ONE

B. Additional Upgrades of City System for National Acts:

1 Day Show Rate \$600.00
2 Day Show Rate \$550.00
3 Day Show Rate \$350.00

of technicians required #_ONE

C. Increase Capacity to Sound System/Delay Stacks:

1 Day Show Rate \$200.00
2 Day Show Rate \$200.00
3 Day Show Rate \$200.00

D. Additional Small Sound System:

½ Day Show Rate \$350.00 (up to 5 hours inclusive)
1 Day Show Rate \$300.00
2 Day Show Rate \$300.00
3 Day Show Rate \$250.00

of technicians required #_ONE

E. Additional Small Concert Sound System:

1 Day Show Rate \$575.00
2 Day Show Rate \$475.00
3 Day Show Rate \$475.00
of technicians required #_TWO

F. Additional Medium Concert Sound System:

1 Day Show Rate \$_750.00

2 Day Show Rate \$ 650.00
 3 Day Show Rate \$ 550.00

of technicians required #_TWO

G1. Large Concert Quality Sound System for Main Acts/Main Stage:

1 Day Show Rate \$ 1,450.00
 2 Day Show Rate \$ 1,100.00
 3 Day Show Rate \$ 1,000.00
 3 Day Upgrade Rate \$ 900.00 (KF850 & SB850)

of technicians required #_TWO

G2. Concert Quality Sound System Backline Package:

1 Day Show Rate \$ 350.00
 2 Day Show Rate \$ 250.00
 3 Day Show Rate \$ 200.00

of technicians required #_ONE

H. Sound Technician Services:

Provide a fixed hourly rate: \$ 35.00 per man per hour

I. Hourly Labor Rate for Repair Service of City Equipment:

Provide a fixed hourly rate: \$ 50.00 per man per hour

J. Material/Parts Costs for Maintenance/Repair Services:

Cost plus 20%

K. Small Lighting System:

1 Day Show Rate \$ 140.00
 2 Day Show Rate \$ 75.00
 3 Day Show Rate \$ 75.00

L. Medium Lighting System:

1 Day Show Rate \$ 325.00 ~~000.00~~ 
 2 Day Show Rate \$ 200.00
 3 Day Show Rate \$ 100.00

M. Concert Quality Lighting System:

1 Day Show Rate \$ 1,250.00

2 Day Show Rate \$ _950.00
 3 Day Show Rate \$ _800.00

N. Labor Operators for Lighting System:

\$ _35.00__ fixed hourly rate for lighting operator

\$ _30.00__ fixed hourly rate for spotlight operator

O. Staging:

1 Day Show Rate \$ _2,500.00

2 Day Show Rate \$ _ 500.00

3 Day Show Rate \$ _ same

Weekly Rate \$ _3,500.00

Pricing per square foot for staging sizes not listed in the RFP \$ _3.50__ /sq.ft.

P. Stage Hands

\$ __16.00_ fixed hourly rate for stage hand

Q. Additional Band Gear Rental: Provide a daily rate for the rental of the following band equipment:

Drum Kit 5 pieces w/cymbals & thone	\$135.00
BASS Guitar Rig	\$ 60.00
Guitar Amps (fender twin, JC120 or equal)	\$ 40.00
Keyboard (DX-7, D-50, M-1 or equal)	\$ 85.00
Electronic Piano (weighted keys Korg SG1D, Kurzweil PC88/Trinity Pro)	\$ 125.00
Wireless Microphones (VHF Simi-Pro)	\$ 45.00
Digital Reverb	\$ 25.00
Compressor	\$ _ 25.00
AM/FM Tuner	\$ _ 35.00
Cassette and/or CD Deck	\$ _ 35.00
Hammond B-3 and Leslie	\$ _ 275.00
Wireless microphones (UHF Shure/Pro)	\$ _ 65.00
DJ Coffin #1: DJ mixer (two technic turntables, with Pioneer mixer	\$ _ 175.00
DJ Coffin #2: two CD players with mixer combo set	\$ _ 175.00
Monitor inear units	\$ _ 125.00

**PROPOSAL PAGES - PART II
TECHNICAL PROPOSAL**

The following issues should be fully responded to in your proposal in concise narrative form. Additional sheets should be used, but each issue should be referenced and be presented in the following order:

1. Understanding of the City's needs for sound, lighting and staging, and your overall approach to those needs.
2. How long has your company been established?
3. Where are your main offices located and where is your warehouse located?
4. Does your company own the equipment listed in the bid or do you subcontract additional items and equipment? If subcontracting, what percent (%)?
5. Attach a sheet stating how many technicians you presently have working full time and part time and listing their names and experience.
6. Who will be the lead contact for purposes of this contract and the on-site coordinator during events and festivals? Attach a resume and history of the lead contact and on-site coordinator who will be responsible for all set-ups and advances of bands riders.
7. What is your cancellation policy regarding individual shows (cost of technicians, equipment, drive time, number of hours, etc.)?
8. How do you handle emergencies during an event, i.e.: damaged equipment, repairs, replacement equipment, unqualified or problem employees?
9. Explain your procedure for handling all problems arising during the event.

FREELANCE PRODUCTIONS INC.
 "The One Stop Production Company"

PROPOSAL PAGE PART II
 TECHNICAL PROPOSAL

ISSUE

1. At Freelance Productions, Quality comes first. We utilize the finest sound and lighting equipment available combined with the most knowledgeable technical support personnel, to insure customer satisfaction at every production. Since 1997 we have been your contractor so we do know all city needs.
2. Founded in 1980, since then we have grown to be one of the largest full production companies in the state. (27 years)
3. Our main offices are located in Jupiter Florida, We also own our own fleet of trucks, with backup trucking available at all times. We also have a truck yard and storage in BOCA RATON just off I-95 and Glades Road.
4. We own 100% of equipment.
5. Technician list at bottom of page.
6. Bill Cardullo president/owner with over 30 years in the business, have worked w/over 35,000 national acts, fairs, (27) years Sunfest, city of Miami Beach, city of Fort Lauderdale, fairs, festivals in and out of country, Caribbean Music Fest, Sant Kits Music Fest, Haiti Carnival, ect, city of WPB. see web site (WWW.FREELANCEPRODUCTIONSINC.COM) (10) years Gulfstream race track.
7. Cancellation policy regarding Starlite shows is we have to have a phone call by 2:00pm day of show, if made by 2:00 no charge, if we set up and run show 100% payment is due.
8. We always carry spare equipment, such as amplifiers, guitar amps, bass amps, ect also have tools to repair items if needed. never unqualified employees, problem employees are fired.
9. We carry backup equipment, we also have a list of all music stores, We also carry replacement equipment in all trucks.

We have (6) full time employees

1. ray durso (25 years w/co all aspects)
2. don caracci (5 years w/co lights, backline, technician)
3. mike covert (20 years w/co all aspects)
4. ricardo delgalo (12 years w/co all aspects)
5. Alex maiorino (7 year w/co all aspects)
6. gene stachurski (12 years all aspects)

We have (22) part time employees used upon load in calls, and labor needs.

Note: all aspects is all sound, lighting, backline, staging duties.

**PROPOSAL PAGES - PART III
QUESTIONNAIRE**

1. Prior Experience:

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

32 years

2. List those persons on an attached sheet who will have a management or senior position working with the City, if you are awarded the contract. List name, title or position, and duties. A resume or summary of experience and qualifications may accompany your proposal.

3. REFERENCES: Attach a sheet providing information including names, phone numbers and functions relating to contracts and/or established programs for which you are presently providing similar required service. Also attach a sheet providing references from the past five years on large concerts or multiple stage shows that you have been contracted for where you provided similar services. Include shows where you have provided more than four stages of sound equipment and explain in detail the amount of equipment and the sizes of the stages with sound.

4. List those City of Fort Lauderdale agencies with which the proposer has had contracts or agreements during the past three (3) years:

5. Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:

N/A

a. List all pending lawsuits which are concerned directly with the staff or part of your organization proposed for the contract:

N/A

b. List all judgments from lawsuits in the last 5 years which are concerned directly with the staff or part of your organization proposed for the contract.

N/A

The proposer understands that the information contained in these Proposal Pages is to be relied upon by the City in awarding the proposed Agreement, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal, relating to the qualifications of the proposer, as may be required by the City.

COMPLETE AND RETURN THE REQUIRED NUMBER OF PROPOSAL PAGES AND ATTACHMENTS.

PROPOSAL IDENTIFICATION: If mailed, please indicate on the face of your sealed proposal package the following:

RFP NO. 575-9735

OPENS 04/27/07

FREELANCE PRODUCTIONS INC.
"The One Stop Production Company"

PROPOSAL PAGE PART III
SUMMARY OF EXPERIENCE

ISSUE (# 2)

At Freelance Productions, Quality comes first. We utilize the finest sound and lighting equipment available combined with the most knowledgeable technical support personnel.

1. RAY DURSO 25 YEARS WITH CO, TECHNICIAN
2. MIKE COVERT 20 YEARS WITH CO BACKLINE, STAGE SPOTS
3. RICARDO DELGALO 12 YEARS WITH CO, TECHNICIAN
4. ALEX MAIORINO 7 YEARS WITH CO TECHNICIAN
5. GENE STACHURSKI 12 YEARS WITH CO, TECHNICIAN
6. DON CARACCI 5 YEARS WITH CO TECHNICIAN

FREELANCE PRODUCTIONS INC.
"The One Stop Production Company"

- REFERENCES: PART III (# 3, # 4)
1. CITY OF FT LAUDERDALE 1997-2004 CONTACT DEBBIE DUNBAR
CITY OF FT LAUDERDALE 2004-2007 CONTACT DEBBIE GASPERIC
BYLICA ALL SHOWS, STARLITE, BLUESFEST, CAIJUN/ZYDECO, 4TH JULY
 2. GULFSTREAM PARK RACE TRACK HALLANDALE, FLORIDA 1996-2005
NATIONAL ACTS VERY LARGE LIST, SUCK AS DOOBIE BROTHERS, BRIAN
ADAMS, EDDIE MONEY, STYX, CYNDI LAUPER, KANSAS, AIR SUPPLY. ECT.
CONTACT DAVID ROVINE (954) 457-6185
 3. SUNFEST 1983-2007 CONTACT PAUL JAMISON (561) 837-8062
NATIONAL ACTS UP TO FIVE STAGES, 3/4 MILE OF PA FOR FIRE
WORKS DISPLAY, VERY LARGE LIST OF ACTS. (OVER 500 NATIONAL
ACTS)
 4. ARTI-GRA PALM BEACH GARDENS EVENTS OFFICE 1987-2007
CONTACT STEWART, (561) 694-2300 MULTI-STAGES
 5. FANTASMA PRODUCTIONS 1980-2007 ALL OUTDOOR SHOWS,
EVENTS, FESTIVALS, CONCERTS CAREFREE THEATRE 22 YEARS W/SHOWS
CONTACT JOHN VALENTINO (561) 832-6397.
 6. MEYER AMPHITHEATRE CITY OF WEST PALM BEACH ///// ALL
NATIONAL AND LOCAL ACTS
MATT (561) 822-1523
 7. MIZNER PARK AMPHITHEATRE, BOCA, LARGE OUT DOOR AMPHITHEATRE
NATIONALS AND LOCAL, OVER 70 SHOWS PER YEAR 2002-2007 SCOTT
(561) 832-6397

Freelance Productions Inc.

We are Proud to be a part of these

Indoor & Outdoor Events & Festivals

MARTIN COUNTY FAIR
SOUTH FLORIDA FAIR (Stage Equipment & Labor)
ST. LUCIE COUNTY FAIR
SUNFEST
4TH ON FLAGLER
ITALIAN FESTIVAL
SHAKESPEARE FESTIVAL
POWERBOAT RACES A.P.B.A.
INDIAN RIVER FESTIVAL
CHILLI COOK OFF/C.B. SMITH PARK
CHILLI COOK OFF/ST. LUCIE CIVIC CENTER
RIVER CITY FESTIVAL
DAVIE RODEO
HOLIDAY BY THE SEA
DELRAY BEACH AFFAIR
PRINCE CHARLES
SEAFOOD FESTIVAL
FINNFEST
HOLIDAY FESTIVAL
ARTI-GRAS
DEBARTOLO CORP. (Shopping Mall Grand Openings & Shows)
GARDENS MALL
HISPANIC FESTIVAL
CALLE-OCHO
HERITAGE FESTIVAL
PALM BEACH TASTE
RAINBOW FESTIVAL
DEERFIELD FESTIVAL
SEAFAIR
LIVESTOCK
THE RESERVE
RAINBOW REUNION
KIDS FESTIVAL

AND MANY MORE!

Freelance Productions Inc.

Satisfied Customers

AIR SUPPLY	CHUBBY CHECKER	FREDDIE JACKSON
AL SIMMONS	CHUCK MANGIONE	FRONT 242
AL STEWERT	CINDY CURTISS	GALACTIC COWBOYS
ALAN KING	CIRCLE JERKS	GARRY HOBBS
ALCATRAZZ	CLAN OF ZYMON	GARRY PUCKETT & THE UNION
ALLAN HARRIS BAND	CLASSICS IV	GARY BURTON
ALLEN COLLINS BAND	CLEARANCE GATEMOUTH	GARY LEWIS
ALPHALT BALLET	CLINTON GREGORY	GARY SHANDLING
AMERICA	COASTERS	GATLIN BROTHERS BAND
ANDREW DICE CLAY	CONWAY TWITTY	GATO-BARBIERI
ANIMAL LOGIC	CONNIE STEVENS	GENE LOVES JESEBEL
ANNETTE FUNICELLO	COPELAND DAVIS	GENE WATSON
ANTHRAX	COUNT BASSIE ORCH.	GEORGE BENSON
ARLO-GUTHRIE	COUNTRY JOE	GEORGE DUKE
ARTHER SMITH	COVER GIRLS	GEORGE HOWARD
ASLEEP AT THE WHEEL	CRUZADOS	GEORGE JONES
ASSOCIATION	CRYSTAL	GEORGE TANDY
ASWAD	CRYSTAL GALE	GEORGE THOROGOOD
ATLANTA RHYTHM SECTION	D. CLARK	GEORGIA SATELLITES
AXX	DANGEROUS TOYS	GERALD ALBRIGHT
BABYLON AD	DAVE BRUBECK	GERARDO
BACHMAN TURNER OVERDRIVE	DAVE MASON	GINO VANNELLI
BAD COMPANY	DAVE VALENTINE	GLASS BROTHERS
BAD FINGER	DAVID BENOIT	GRAHM NASH
BANGLES	DAVID CASSIDY	GRANT GEISSMAN
BATTLE ZONE	DAVID CROSSBY	GRASS ROOTS
BATTON ROUGE	DEBBIE SPRING	GREG ALLMAN
B.B. KING	DEL-VIKINGS	GREG KIHN
BEATLE MANIA	DELORIS TELESCOPE	GROVER WASHINGTON
BECKY HOBBS	DENNIS QUAID	GRUPO VISION
BELLAMY BROTHERS	DIANNE SCHUR	GUESS WHO
BEN VEREEN	DICK CULLEYS BIG BAND	GUITAR MURPHY
BENNY HESTER	DICIE BETTS	GUN
BERLIN	DINO	GYPSY QUEEN
BERTIE HIGGINS	DION WARWICK	HARRY ANDERSON
BIG BANG	DIRT CHEAP STRING BAND	HARRY BLACKSTONE
BILLY 'CRASH' CRADOCK	DIRTY LOOKS	HARRY CONNICK JR.
BILLY J. KRAMER	DIZZY GILLESPIE	HEADEAST
BILLY JOE ROYAL	DOC SEVERINSEN	HEARTLESS
BILLY THORPE	DON CORRELL	HEAT
BLACK CROWS	DONNIE IRIS	HELIX
BLACK-V-HURV	DONOVAN	HENRY LEE SUMMERS
BLEEDING HEARTS	DONY McGUIRE	HERBIE MANN
BLOOD, SWEAT & TEARS	DOOBIE BROTHERS	HIROSHIMA
BLUE MURDER	DOTTIE WEST	HONEYMOON SUITE
BLUE OYSTER CULT	DR. FEELGOOD & INTERNS OF LOVE	HOT TUNA
BLUES BUSTERS	DR. JOHN	HUMBLE PIE
BO DIDLY	DREAMS SO REAL	HUNTER S. THOMPSON
BOB McRATH	DWIGHT TWILLY	HURRICANE
BOBBY 'BLUE' BAND	EARL KLUGH	IAN HUNTER
BOBBY BEAR	EARL THOMAS CONLEY	INDIGO GIRLS
BOBBY FRISS BAND	ED KIA	IGGY POP
BOBBY McFERRIN	EDDIE MONEY	IMAGES
BOBBY RAMIREZ	EDDIE RABBITT	INK SPOTS
BOBBY RYDELL	EDDY RAVEN	JACK MACK & THE HEART ATTACK
BOBBY VINTON	EDGAR WINTER	JAN & DEAN
BOBBY-V	ELAINE ELIAS BAND	JANES ADDICTION
BONHAM	EMMY LOU HARRIS	JASON & THE SCORCHERS
BONNIE RAITT	ERIC JOHNSON	JAY & THE AMERICANS
BRAVE NEW TRIBE	EXILE	JEFF ALTHAN
BRIAN HYLAND	EZO	JERRY REED
BUDDY RICH	FABIAN	JERRY VALE
BUFFALO SPRINGFIELD	FABULONS	JERY LEE LEWIS
BULLET BOYS	FAT'S DOMINO	JET BOY
BYRDS	FELIX CAVALIERE	JIM MESSINA BAND
C-C MUSIC FACTORY	FEMME FATALE	JIMMY CLIFF
CANADIAN BRASS	FIRE FALL	JIMNY HALL
CATHOLIC GIRLS	FLOCK OF SEAGULLS	JOE DIFFIE
CHARLEY PICKET	FOCHAT	JOE ROYAL
CHARLIE DANIELS BAND	FOREIGNER	JOE SAMPLE
CHARLY McCLAIN	FOUR HORSEMEN	JOE SATRIANI
CHARLY McCLAIR	FRANKIE AVALON	JOE WALSH
CHEAP TRICK	FRANKIE VAILL & THE FOUR SEASONS	JOEY DEE & THE STARLIGHTERS
CHICK COREA	FRED PENNER	JOHN ANDERSON

Feelance Productions Inc.

Satisfied Customers

JOHN BLAKE QUARTET
 JOHN CAFFERTY
 JOHN CONLEE
 JOHN LEE HOOKER
 JOHN MAYALL
 JOHN PARR
 JOHN PRINE
 JOHN SABASTIAN
 JOHNNY CASH
 JOHNNY COPELAND
 JOHNNY MAESTRO & THE BRKLYN BRIDGE
 JOHNNY RIVERS
 JOHNNY VAN ZANT
 JOHNNY WINTER
 JON HENDRICKS
 JUICE NEWTON
 JUNIOR WELLS
 KANSAS
 KATHY MATTEA
 KC & THE SUNSHINE BAND
 KEIRO MATSUI
 KEITH WHITNEY
 KENNY G
 KEVIN NEO-ION
 KILLER BEES
 KIM BOYCE
 KIM PENNYL
 KING SUNNY ADE
 KINGS X
 KINGSTON TRIO
 KIX
 KORO TAYLOR
 KOOL & THE GANG
 KRIS KRISTOFFERSON
 KROKUS
 LA GUNS
 LACY J DALTON
 LANE BRODY
 LATOYA JACKSON
 LAURA-NYRO
 LEE GREENWOOD
 LEE RITTENOUR
 LEON REDBONE
 LEON RUSSELL
 LITTLE ANTHONY
 LITTLE RIVER BAND
 LIZZY BORDEN
 LONNIE LISTON SMITH
 LORD TAYLOR
 LORDS OF THE NEW CHURCH
 LOS LOBOS
 LOS SOBRINOS DEL JUEZ
 LOS-TIGERS-DEL-NORTE
 LOU RAWLS
 LOUISE MANDRELL
 LIVINGSTON TAYLOR
 LYNN ANDERSON
 M.S.C.
 MARC COHN
 MARIE OSHOND
 MARIO EAUZA
 MARILYN McCOO
 MARK CHESNUTT
 MARK COLLIE
 MARK FARNER
 MARSHALL CRENSHAW
 MARSHALL GRANT ORCH.
 MARSHALL TUCKER BAND
 MARTECA
 MASON DIXON
 MAYNARD FERGUSON
 MC QUEEN STREET
 MEATLOAF
 MEL TILLIS

MEL TORME
 MELBA MOORE
 MELL McDANIEL
 MEN FROM EARTH
 MIAMI SOUND MACHINE
 MICHAEL HEDGES
 MICHAEL JOHNSON
 MICHAEL MARTIN MURPHEY
 MICHAEL STANLEY BAND
 MICHAEL W. SMITH
 MICK RONSON
 MIDNIGHT OIL
 MILISSA MANCHESTER
 MISSING PERSONS
 MITCH RYDER
 MOET
 MOLLY HATCHETT
 MONTREUX
 MYBON FLOREN & ORCH.
 NAJEE
 NATALIE COLE
 NATHEN PAGE
 NAZARETH
 NEIL SEDAKA
 NESTOR TORRES
 NICOLETTE LARSON
 NIGHT RANGER
 NITTY GRITTY DIRT BAND
 OCEANS
 OPRAY NIGHT
 OUTLAWS
 PAM TILLIS
 PARIS
 PAT METHENY
 PAT TRAVERS
 PATTY LOVELESS
 PAUL ANKER
 PAUL REVERE & THE RAIDERS
 PAUL WILLIAMS
 PBJC JAZZ ENSEMBLE
 PENDORUS
 PENNY DEHAVIN
 PETRA
 PHOEBE SNOW
 POCO
 POINT BLANK
 PRODUCERS
 PROFYLE
 QUEEN IDA
 QUIET RIOT
 RADIATORS
 RAIN DOGS
 RAMONES
 RAMSEY LEWIS
 RANDY BERNSON
 BANDY STONEHILL
 RARE EARTH
 RARE-SILK
 RAY CHARLES
 RAZER BACH
 REBA McENTIRE
 REBA RAMBO
 RED BUTTON
 RED SIREN
 RESTLESS HEART
 RICHARD BELZER
 RICHARD ELLIOT
 RICHARD LEWIS
 RICK DANKO
 RICK DERRINGER
 RICKY SKAGGS
 RITA COOLIDGE
 ROBBERN FORD
 ROBERT CRAY BAND

ROBERT CULA
 ROBERT PERERA
 ROBERTA FLACK
 ROBIN TROWER
 ROCK-STREET
 ROCKIN ROBIN
 ROCKS GANG
 ROCKY & THE ROLLERS
 ROGER McGUINN
 ROGER MILLER
 ROGER WILLIAMS
 ROMANTICS
 RON REDKIN
 RONNIE LAWS
 RONNIE McDOWELL
 RONNIE MILSAP
 RONNY & THE DAYTONAS
 RORY BLACK
 ROSIE VELA
 ROUGH-CUTT
 ROY CLARK
 SACUCO
 SAIGON KICK
 SALLY MOORE
 SAM KINISON
 SANDRA BERNHARD
 SAVATAGE
 SAVOY BROWN
 SAWYER BROWN
 SERENDIPITY SINGERS
 SERGIO-MENDES
 SHA-NA-NA
 SHADOWFAK
 SHANNON
 SILOS
 SINBAD
 SKID ROW
 SKINNY PUPPY
 SLIDER
 SMITHEREENS
 SMOKIE ROBINSON
 SOUNDGARDEN
 SOUTHERN PACIFIC
 SPECIAL EFX BAND
 SPIRIT
 SPREAD EAGLE
 SPYRO-CYRO
 ST. WARREN
 STACY LATTISAW
 STAGE DOLLS
 STANLEY JORDEN
 STANLEY CLARK
 STEEL
 STEEL BREEZE
 STEPHEN WRIGHT
 STEPPEN WOLF
 STEPS AHEAD
 STEVE MORSE BAND
 STEVEN BISHOP
 STEVEN STILLS
 STEVIE N.
 STRANGER
 SUZY BOGGS
 SWEET HEARTS OF THE RODEO
 T-PAU
 T. GRAHAM BROWN
 TAKE 6
 TALL STORIES
 TAMMY WYNETTE
 TARA KEMP
 TAYNA TUCKER
 TESTAMENT
 THE ANGELS
 THE BAMA BAND

Feelance Productions Inc.

Satisfied Customers

THE HAND
 THE BIG F
 THE BLUES BREAKERS
 THE BUCKINGHAMS
 THE CALL
 THE COASTERS
 THE COMODORES
 THE CRUSADERS
 THE DIAMONDS
 THE DIRTY DOZEN BRASS BAND
 THE DOLPHINS
 THE DRIFTERS
 THE FIFTH DIMENTION
 THE FORESTER SISTERS
 THE GATLIN BROS.
 THE HUBB CAPS
 THE IMPERIALS
 THE JUDDS
 THE LETTERMEN
 THE MANAS & THE PAPAS
 THE MARVELETTES
 THE MYSTICS
 THE NEVILLE BROS.
 THE OUTSIDERS
 THE PUZZLERS
 THE REPLACEMENTS
 THE RHODES BROS.
 THE SCREAM
 THE SECOND STEP
 THE SHOOTERS
 THE SPINNERS
 THE STRAY CATS
 THE STRIP
 THE TEMPTATIONS
 THE TUBES
 THE WAILERS
 THE WAVE
 THE YELLOW JACKETS
 THIRD-WORLD
 THIRTYEIGHT SPECIAL
 THOM BRESH
 THOM ROTELLA
 THOMPSON TWINS
 THREE DOG NIGHT
 TIM WEISBERG
 TIMMY T
 TOM T HALL
 TOM TOYAMA
 TOMMY JAMES
 TOMMY-ROW
 TONNY SLEDGE
 TONI BISHOP
 TONY BENNETT
 TOOTS & THE MAYTALLS
 TRACIE SPENCER
 TRAVIS MOON
 TRAVIS TRITT
 TROPICAL SALAD
 TUCK & PATTI
 TYGER TYGER
 TYRETTO
 UNCLE SALLY
 UP WITH PEOPLE
 URIAH BEEP
 VERN GOSDIN
 VINCE VANCE & THE VALIANTS
 VIXEN
 VOIVOD
 WAR
 WARRANT
 WARREN ZEVON
 WAYNE MASSEY
 WET WILLIE
 WHITE LION
 WHITE TRASH
 WILL TO POWER
 WILLIAM LEE GOLDEN
 WILLIE NELSON
 WILTON FELDER
 WINGER
 WOODY HERMAN
 WORLD WAR III
 WRATHCHILD AMERICA
 WYNTON MARSALIS
 XAVIER
 XYZ
 YELLOWMAN
 YOUNG BLOODS
 ZACHARY RICHARD

**PROPOSAL PAGES – PART IV
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

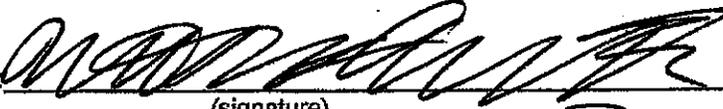
RELATIONSHIPS

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.

**PROPOSAL PAGES - PART V
BID/PROPOSAL SIGNATURE PAGE**

It will be the sole responsibility of the Bidder to ensure that his bid reaches the City of Fort Lauderdale, City Hall, Procurement Department, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed 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. 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.

Submitted by:  4/2/07
(signature) (date)

Name (printed) William Cardullo Title: Pres./owner

Company: (Legal Registration) Freelance Productions Inc. (592189376)
Fed ID.

CONTRACTOR, IF FOREIGN CORPORATION, SHALL 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/doc/>).

Address: 116350 Jupiter Farms Rd.

City: Jupiter State: Fl. Zip: 33478

Telephone No. 561-747-8081 FAX No. 561-747-8399

E-MAIL: FreelanceProd@AOL.Com

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

Payment Terms (section 1.03): _____ Total Bid Discount (section 1.04): _____

Does your firm qualify for MBE or WBE status (section 1.08): MBE _____ WBE _____

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

Addendum No. Date Issued

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation.

Variations:

Question and Answers for Bid #525-10986 - Sound, Stage and Lighting Services

OVERALL BID QUESTIONS

Question 1

address to send bid ,bill (Submitted: May 3, 2012 11:01:14 AM EDT)

Answer

- Address is provided on the Proposal Signature Page of the RFP (Answered: May 3, 2012 11:02:46 AM EDT)

Question 2

Is it possible to view the actual Proposal submitted by Freelance Productions, not just the Committee Ranking, but the actual Proposal? (Submitted: May 4, 2012 12:48:55 PM EDT)

Answer

- A copy of Freelance's previous proposal has been uploaded as an addendum to this RFP. (Answered: May 4, 2012 1:06:29 PM EDT)

Question 3

Is it possible to view the Proposal submitted by Mix3Sound, Inc.? (Submitted: May 4, 2012 3:09:21 PM EDT)

Answer

- The previous contract was bid in 2007 we do not have access to the bid file, it has since been sent to archives. (Answered: May 4, 2012 3:24:00 PM EDT)

Question 4

Is there an estimate? (Submitted: May 7, 2012 1:07:55 PM EDT)

Answer

- Estimate is \$30,000 (Answered: May 7, 2012 2:01:10 PM EDT)

