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AMENDMENT AND RESTATEMENT; CONTRACT No. 595-10241 BETWEEN THE CITY OF FORT LAUDERDALE AND WIZARD ENTERTAINMENT, INC. FOR EVENT PRODUCTION AND MARKETING

Effective April 21, 2010, this amendment and restatement modifies the services encompassed by Contract No. 595-10241 between the City of Fort Lauderdale, a Florida municipality, ("City"), and Wizard Entertainment Inc., a Florida corporation (Contractor), for Event Production and Marketing (the "Agreement"), and restructures costs as follows:

1. Contractor shall produce/provide five (5) events during the month of July 2010. The dates of the events shall be July 3rd, 2010, July 10th, 2010, July 17, 2010, July 24th, 2010, and July 31st, 2010.

2. The Contractor shall provide 10 live acts for each of the above referenced events.

3. The total cost shall be $78,960. This cost includes all cost associated with creating, operating and promoting these events.

IN WITNESS WHEREOF, the City and Contractor execute this Modification and Limited Waiver as follows:

CITY OF FORT LAUDERDALE

Kirk W. Buffington
Director of Procurement Services

WITNESSES:

Brenda Bailey
Signature
Print Name: BRENDA BAILEY

Signature
Print Name: Ashley Pecora

WIZARD ENTERTAINMENT, INC.

Signature
Print Name: Dan Barnett
President

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ATTEST:

(CORPORATE SEAL)

Dan H Barnett

DAN H. BARNETT

Print Name:
Secretary

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 7th day of JUNE, 2010, by DAN H BARNETT as President for Wizard Entertainment, Inc., a Florida corporation.

(SEAL)

HECTOR E EVANGELISTA
Notary Public - State of Florida
My Comm. Expires Feb 24, 2014
Commission # DD 965302

(Signature of Notary Public – State of FLORIDA)

HECTOR EVANGELISTA

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

Personally Known _____ OR Produced Identification ✓

Type of Identification Produced FLA DRIVER LICENSE

SECOND AMENDMENT TO CONTRACT NO. 595-10241 BETWEEN THE CITY OF FORT LAUDERDALE AND WIZARD ENTERTAINMENT, INC.

WHEREAS, the City of Fort Lauderdale, a Florida municipality, ("City"), and Wizard Entertainment, Inc., a Florida corporation ("Wizard"), entered into Contract No. 595-10241 dated June 16, 2009, as amended on or about April 21, 2010, for Event Production and Marketing (collectively "Contract"); and

WHEREAS, the City and Wizard wish to extend the contract period for an additional year and increase the number of events from five (5) to fourteen (14),

NOW, THEREFORE, as an amendment to the Contract, the City and the Contractor hereby agree as follows:

1. The term of the Contract is extended through June 14, 2012.

2. Contractor shall present fourteen (14) events during the months of June, July, August and September, 2011, as set forth in Exhibit A, which is attached hereto and incorporated herein.

3. All other terms, conditions, and specifications contained in the Contract remain unchanged.

IN WITNESS WHEREOF, the City and the Contractor execute this Second Amendment to Contract No. 595-10241 as follows:

ATTEST:

Jonda K. Joseph, City Clerk

City of Fort Lauderdale

By: _____
John P. "Jack" Seiler, Mayor

By: _____
Allyson C. Love
Acting City Manager

Approved as to form:

_____
Senior Assistant City Attorney

WITNESSES:

_____
Signature
Print Name: James Hemphill

_____
Signature

Wizard Entertainment, Inc.

By: _____
Print Name: DAN H. BARNETT
President

Print Name:

(CORPORATE SEAL)

ATTEST:

_____
Secretary

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 28 day of MARCH, 2011, by DAN H. BARNETT, as President for Wizard Entertainment, Inc.

CL Keohane
(Signature of Notary Public - State of)

(SEAL)

NOTARY PUBLIC-STATE OF FLORIDA
Carrie L. Keohane
Commission # DD717416
Expires: NOV. 09, 2011
BONDED THRU ATLANTIC BONDING CO., INC.

Carrie L. Keohane
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known _____ OR Produced Identification ✓

Type of Identification Produced D.L.

January 11, 2011
BID Advisory Board/CRA BRAB
RE: Saturday Nite Alive 2011

EVENT OVERVIEW: SATURDAY NITE ALIVE is a series of FREE events that features over 20 live entertainers/acts, dozens of street vendors, hotel and restaurant specials, reduced parking rates and trolley service with the Atlantic Ocean serving as the backdrop. The event showcases the Fort Lauderdale Beach destination to Tri-County area residents and visitors/tourists. Attendees can dine at 25 restaurants and outdoor cafes, enjoy cocktails at the many patio and oceanfront lounges and stroll along the beach for their choice of indoor or outdoor entertainment. Experience the "Open House Feel" of the hotel resort properties and your favorite Fort Lauderdale Beach spots while strolling along A1A.

WHEN: 14 Events - Every Saturday from 7PM – 11PM as follows:
June 4, 11, 18, 25 July 2, 9, 16, 23, 30 August 6, 13, 20, 27 Sept. 3

WHERE: A1A from the Oasis Cafe (south) to The Atlantic Hotel (north)

ENTERTAINMENT/VENDORS: Ten (10) live acts will be set up each event night on the sidewalk area on the west side of A1A. The acts will be set up strategically to maintain a high energy feel from the south end to the north end of the event site. Acts range from a Jimmy Buffet style solo guitar player to stilt walkers and mimes. We will feature a Junkanoo Band as a highlight that will travel up and down A1A. The street also comes "ALIVE" with energy from the street vendors that provide for fun shopping and browsing.
BUDGET $70,000.00

MARKETING: We work with CVB marketing guru Dorian Curry for ad placement/pricing and target the following:
Sun-Sentinel Showtime
WSFL
Event Posters
Pocket Folders
Street banners
Sky trackers
Website: www.TheNewFortLauderdaleBeach.com
Facebook Saturday Nite Alive
Twitter SatNiteAlive
BUDGET $54,000.00

STAFF/LABOR/MISC: City police, Event Producer, office supplies, Production Coordinator, misc. expenses, Project Manager, etc.
BUDGET: $21,000.00

Exhibit A

TROLLEY: We are working with the TMA/SunTrolley to provide free trolley service to attendees to move up and down the beach event location.
BUDGET $3,000.00

WIZARD FEE: 20% of total event cost

SPONSORSHIP: Our sponsorship goal is to raise a minimum of $20,000.00. Sponsor targets include: AT&T Wireless, Three Olive Vodka, Rick Case Honda, Bud Light, realtors, etc. Any sponsorship monies raised over the total budget amount of $157,920.00 will be allocated toward marketing.

OVERVIEW/BUDGET: The SNA 2011 project budget is ($78,960.00 X2) $157,920.00

PAYMENT SCHEDULE
Here is a proposed payment schedule for the 2011 SNA project.

Payment #1 - Billed on 6/13 (includes pre-event work and 2 events)
Advertising $6428
Website $5000
Sky tracker Rental $550
Trolley $420
Entertainment $10000
Police $686
PA $400
Project Mgr advance work $3000
Producer Events $642
Project Mgr Events $800
Misc $100
Wizard 20% $5605
TOTAL: 33631

Payment #2 - Billed on 7/11 (includes 4 events)
Advertising $12857
Sky tracker Rental $1100
Trolley $840
Entertainment $20000
Police $1372
PA $800

Exhibit A

Producer Events $1284
Project Mgr Events $1600
Misc $200
Wizard 20% $8010
TOTAL: 48063

Payment #3 - Billed on 8/8 (includes 4 events)
Advertising $12857
Sky tracker Rental $1100
Trolley $840
Entertainment $20000
Police $1372
PA $800
Producer Events $1284
Project Mgr Events $1600
Misc $200
Wizard 20% $8010
TOTAL: 48,063

Payment # 4 - Billed on 9/6 FINAL Payment
This payment shall be made upon completion of all events and all services rendered.
Estimated at $28,163

We look forward to another successful Saturday Nite Alive event series.

Dan Barnett
President/Executive Producer
Wizard Entertainment

Exhibit A

THIRD AMENDMENT TO CONTRACT NO. 595-10241 BETWEEN THE CITY OF FORT LAUDERDALE AND WIZARD ENTERTAINMENT, INC.

WHEREAS, the City of Fort Lauderdale, a Florida municipality, ("City"), and Wizard Entertainment, Inc., a Florida corporation ("Wizard"), entered into Contract No. 595-10241 dated June 16, 2009, as amended on or about April 21, 2010, and again on or about February 15, 2011, for Event Production and Marketing (collectively "Contract"); and

WHEREAS, the City and Contractor wish to add an additional event date of Saturday, March 26, 2011,

NOW, THEREFORE, as an amendment to the Contract, the City and the Contractor hereby agree as follows:

1. An additional event on Saturday, March 26, 2011, ("Event") is added to the Contract.

2. Contractor shall present eight (8) entertainment acts and other services for the Event in accordance with the proposal that is attached hereto as Exhibit A and incorporated herein and in accordance with the Contract.

3. Contractor shall be compensated a not-to-exceed amount of $29,000. This consists of a $24,000 lump sum for the Event and a $5,000 advertising budget as may be approved by the City's Economic Development Director.

4. All other terms, conditions, and specifications contained in the Contract remain unchanged.

IN WITNESS WHEREOF, the City and the Contractor execute this Third Amendment to Contract No. 595-10241 as follows:

ATTEST:

SR. ASST

for Jonda K. Joseph, City Clerk

CERTIFICATION

I certify this to be a true and correct copy of the record of the City of Fort Lauderdale, Florida.
WITNESSETH my hand and official seal of the City of Fort Lauderdale, Florida, this the 24 day of March, 20 11
City Clerk
SR ASST.

City of Fort Lauderdale

By: _____
John P. "Jack" Seiler, Mayor

By: _____
Allyson C. Love
Acting City Manager

Approved as to form:

_____
Senior Assistant City Attorney

WITNESSES:

Signature
Print Name:

Signature
Print Name:

(CORPORATE SEAL)

Wizard Entertainment, Inc.

By: Dan H Barnett
Print Name:
President DAN H. BARNETT

ATTEST:

Secretary

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 18th day of march, 2011, by Dan Barnett, as President for Wizard Entertainment, Inc.

C L Keohane
(Signature of Notary Public - State of Florida)

(SEAL)

Carrie L. Keohane
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known _____ OR Produced Identification ✓

Type of Identification Produced D.L.

Wizard ENTERTAINMENT

City of Fort Lauderdale Centennial Beach Event
March 26, 2011

Wizard Entertainment, Inc. (herein referred to as "Wizard") and The City of Fort Lauderdale (herein referred to as "Client") herein agree to enter into this agreement dated Feb 17, 2011.

PROJECT DESCRIPTION: Implement portions of the Saturday Nite Alive event for the City of Fort Lauderdale Centennial Beach Event on March 26, 2011. The event will take place on A1A from The Oasis (south) to Alhambra Street (north) from 8:00PM – 12:00MID pending DEP & FWC approvals. We will feature a kick off ceremony on the east side of A1A and Las Olas Blvd.

Wizard will provide the following event resources:

- Eight (8) Entertainment Acts strategically set up along event site to create an energetic "Alive" feeling and provide an amazing destination for this event. Each act will provide audio and lighting as needed.
- Junkanoo Band – The 10-15 person troop will liven up the beach as they march and spread the island vibe of Junkanoo.
- Free trolley service for all riders on the Sun Trolley during event hours
- Coordinate dining and drink promotions with beach businesses
- Coordinate the 100 Kick-Off with a city official speech area (circle on east side of A1A at Las Olas Blvd.)
    - Stage (12 X 8 X 2) for speeches with audio system
    - Entertainment for speech area (band, stilt walkers and Junkanoo just prior to speeches)
- Event staffing for pre event and day of event – Producer, project manager and production coordinator
- Event radios
- All insurance as needed by City requirements
- Event staffing as per budget
- Generator for audio, lighting at 100 sign
- City police and fire department details
- State turtle officials
- Website update to market this event on www.TheNewFortLauderdaleBeach.com
- Fireworks from Zambelli Fireworks per attached proposal
- Advertising budget of $5,000.00

Total Cost: $29,000.00

Exhibit A

Wizard Entertainment

A Mile of Live Entertainment on Fort Lauderdale Beach

SATURDAY NITE ALIVE

THENEWFORTLAUDERDALEBEACH.com

SNA EVENT OVERVIEW: SATURDAY NITE ALIVE is a FREE event that features over 10 live entertainers/acts (plus entertainers provided by beach retailers due to Special Event permit), street vendors, hotel and restaurant specials, reduced parking rates and trolley service with the Atlantic Ocean serving as the backdrop. The event showcases the Fort Lauderdale Beach destination to Tri-County area residents and visitors/tourists. Attendees can dine at 25 restaurants and outdoor cafes, enjoy cocktails at the many patio and oceanfront lounges and stroll along the beach for their choice of indoor or outdoor entertainment. Experience the "Open House Feel" of the hotel resort properties and your favorite Fort Lauderdale Beach spots while strolling along A1A.

Dan Barnett
Executive Producer

EXHIBIT A

1720 NE 23 Ave • Fort Lauderdale, FL 33305
Phone 954-564-8300 • Fax 954-827-8400

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Contract No.: 595-10241

Agreement to Supply: EVENT PRODUCTION AND MARKETING

This agreement, made and entered into this the _____ day of _____, 2009, is by and between the **CITY OF FORT LAUDERDALE**, a Florida municipality, City Hall, 100 North Andrews Avenue, Fort Lauderdale, FL 33301, hereinafter called the "City" and Contractor:

Name: **Wizard Entertainment, Inc.**

Address: **900 SE 3 Avenue, 3rd Floor** City: **Fort Lauderdale** State: **FL** Zip: **33316**

A Corporation ☑ A Partnership ☐ An Individual ☐ Other:

authorized to do business in the State of Florida, hereinafter called the "Company" or "Contractor." Witnesseth that: Whereas, the City did issue a Request for Proposal (RFP) for supplying the requirements of the City for the items and/or service listed above for a period of one year, with four one-year extension options, and the Contractor submitted a proposal that was accepted and approved by the City.

Formal authorization of this contract was adopted by the City Commission on: **June 16, 2009, Pur-01, CAR 09-0753**

Now, therefore, for and in consideration of the mutual promises and covenants herein contained, the parties covenant and agree as follows:

1. The Company agrees to provide to the City event production and marketing during the period beginning **06/16/09** and ending **06/15/10** for the requirements listed above and according to the following specifications, terms, covenants and conditions:

a. This contract form G-110, the Request for Proposal containing General Conditions, Special Conditions, Specifications, addenda, if any, and other attachments forming a part of RFP Number **595-10241** and the Contractor's proposal in response, form a part of this contract and by reference are incorporated herein.

b. In construing the rights and obligations between the parties, the order of priority in cases of conflict between the documents shall be as follows:

1) This contract Form G-110, Rev. 12/00
2) The City's RFP and all addenda thereto
3) Contractor's proposal in response to the City's RFP

c. Warranty: The Company by executing this contract embodying the terms herein warrants that the product and/or service that is supplied to the City shall remain fully in accord with the specifications and be of the highest quality. In the event any product and/or service as supplied to the City is found to be defective or does not conform to specifications the City reserves the right to cancel that order upon written notice to the Contractor and to adjust billing accordingly.

d. Cancellation: The City may cancel this contract upon notice in writing should the Contractor fail to reasonably perform the service of furnishing the products and/or services as specified herein upon 30 days written notice. This applies to all items of goods or services.

e. Taxes Exempt: State Sales (85-8013875578C-1) and Federal Excise (59-600319) Taxes are normally exempt, however, certain transactions are taxable. Consult your tax practitioner for guidance where necessary.

f. Invoicing: Contractor will forward all invoices in duplicate for payment to the following: Finance Department, 100 N. Andrews Avenue, 6th Floor, Fort Lauderdale, FL 33301. If discount, other than prompt payment terms applies, such discount MUST appear on the invoice.

2. Contract Special Conditions: The following special conditions are made a part of and modify the standard provisions contained in this contract Form G-110.

The Contractor shall comply with all applicable laws, ordinances, and other regulations, including but not limited to those relating to signs, noise, turtle lighting, entertainment, and vending. The Contractor shall not engage in any activity that would violate any such law, ordinance, or regulation. The City's city attorney shall be the final arbiter of whether a proposed activity would violate any such law, ordinance, or regulation.

The Contractor shall use the TheNewFortLauderdaleBeach.com website exclusively to market Fort Lauderdale Beach Business Improvement District businesses and participating sponsors that are approved by the Fort Lauderdale Beach Business Improvement District.

The Contractor shall defend, counsel being at the Contractor's expense and subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, judgment, award, settlement, penalty, or fine, including any award of attorney fees and any award of costs, that may arise out of or be occasioned by any infringement or alleged infringement of any trademark or other intellectual property right, or any violation or alleged violation of any law, ordinance, or regulation in connection with the Contractor's production, development, management, or marketing of any event pursuant to this Contract.

The Payment Terms set forth on the Contractor's Proposal Signature Page in response to the RFP are deleted. Rather, payment of the corresponding amounts on or about July 27, 2009, shall be following the Contractor's completion to the City's satisfaction, of each of the following tasks:

Printing and distribution of promotional materials: $5,000;
Production assistance: $1,500;
Website development: $10,000;
Advertising: $2,806;
Performances: $7,500

Payment of balance on or about August 27, 2009, shall be following completion of all events and all services rendered.

3. Contract Summary:

a. Attachments:

Wizard Entertainment, Inc.'s response to the RFP and a copy of the RFP document.

b. Payment Terms: **As set forth above and in accordance with the RFP**

c. Delivery: **Per RFP**

d. Insurance: Yes ☐ No ☐

e. Performance Bond/Letter of Credit: Yes ☐ No ☑

f. Procurement Specialist's Initials: **AD**

4. Contractor's Phone Numbers: *Office:* **954-564-8300** *Fax:* **954-827-8400**

5. Contractor Contact: **Dan Barnett**

6. Contractor's E-Mail Address: dbarnett@wizard-entertainment.com *Website:* www.wizard-entertainment.com

City of Fort Lauderdale

By: _____
Director of Procurement Services (City Manager's Designee)

KIRK BUFFINGTON, CPPO, C.P.M., MBA
DIRECTOR OF PROCUREMENT SERVICES

Date: 7/13/09

Approved as to form:

_____
Senior Assistant City Attorney

Contractor/Vendor

Name of Company Officer (please type or print)

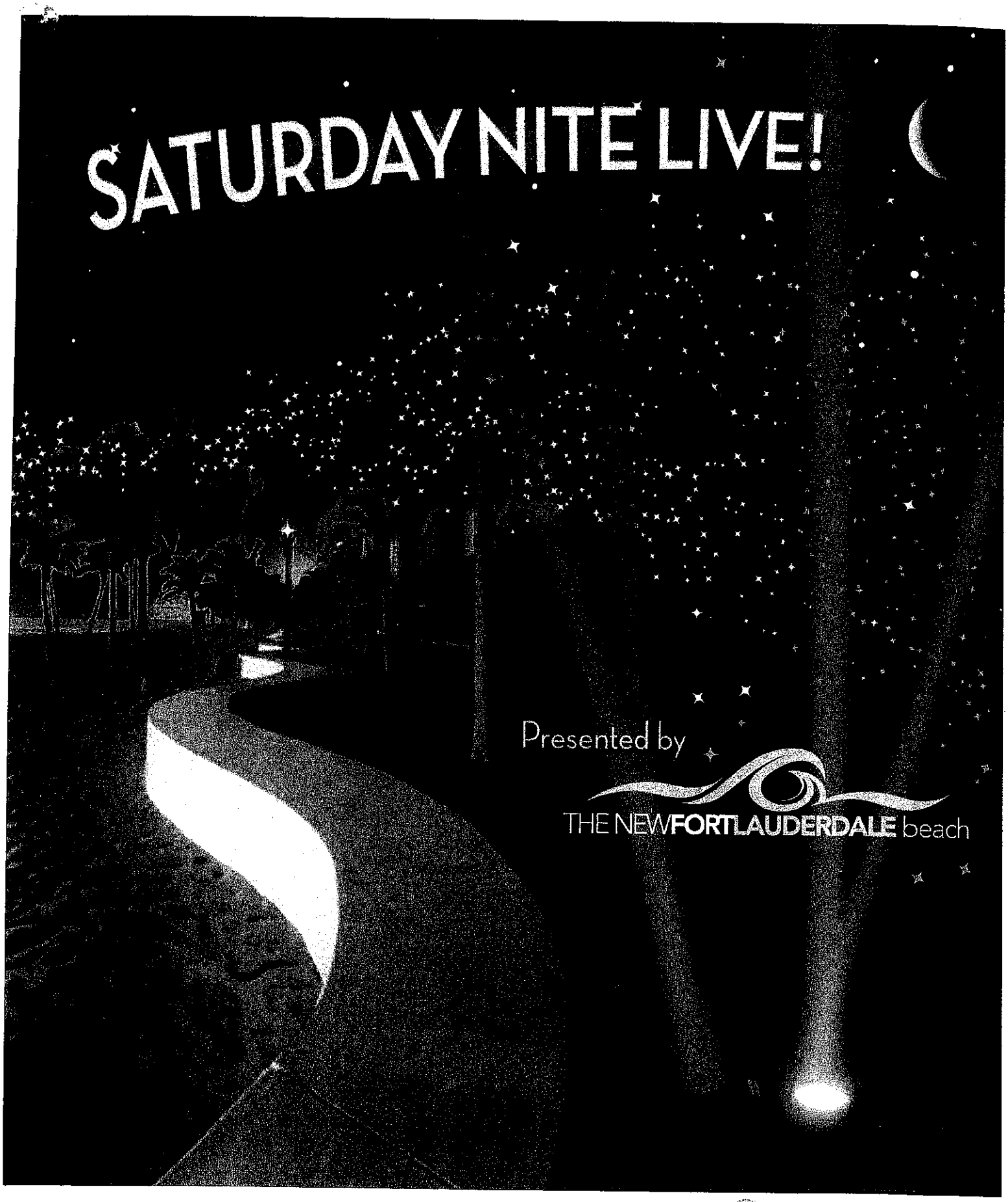
By: Dan H Barnett
Authorized Officer's Signature

Title: PRESIDENT

Date: 7/13/09

DAN H. BARNETT
Secretary (please type or print)

Attest: Dan H Barnett
Signature of Secretary


SATURDAY NITE LIVE!
Presented by
THE NEW FORT LAUDERDALE beach

CONTRACT

PROPOSAL RESPONSE PAGES - PART I
COST INFORMATION

BIDDER NAME: **Wizard Entertainment, Inc.**

Proposer to provide a firm, fixed price for total project cost in an amount not to exceed $80,000.00, in accordance with RFP specifications.

Firm, Fixed Total Project Cost: **$ 78, 960.00**

(attach a breakdown of costs and suggested payment schedule to be used for informational purposes only)

PROPOSERS PLEASE COMPLETE THIS COST PROPOSAL PAGE AND SUBMIT IT ALONG WITH THE OTHER REQUIRED INFORMATION/MATERIALS OUTLINED IN THE SUBMITTAL REQUIRMENTS SECTION OF THIS RFP.

Wizard ENTERTAINMENT

J. **Cost/Financial Proposal**

Entertainment	$10,000.00
Printing/Distribution	$10,000.00
Production Assistant (Advance 5 days)	$1,500.00
Production Assistant (Event Days)	$1200.00
Brenda Bailey (3 weeks @ $1000)	$3,000.00
Dan Barnett (3 weeks @ $1500)	$4,500.00
Website/Creative	$10,000.00
Advertising	$20,000.00
Sky Trackers (Searchlights)	$3200.00
Plasticade Sidewalk Signs	$600.00
Miscellaneous	$1,000.00
Office Supplies	$800.00
Total Expense	$65,800.00
Wizard 20%	$13,160.00
Total	**$78,960.00**

900 SE 3rd Avenue • Third Floor • Fort Lauderdale, FL 33316
Phone 954-564-8300 • Fax 954-827-8400

Wizard ENTERTAINMENT

Proposal Response – RFP NO 595-10241

A. Letter of Interest/Cover Letter

March 25, 2009

City of Fort Lauderdale
100 North Andrews Ave
Suite 619
Fort Lauderdale, FL 33309
RE: RFP NO. 595-10241

On behalf of Wizard Entertainment, I am excited to submit this proposal to the City of Fort Lauderdale RFP (Signature Event/Marketing Proposal). We take great pride in our creative development and execution of special events. After reviewing the RFP and analyzing the BID Advisory Committee's objectives we feel we have created an event concept that will exceed these objectives and stimulate economic activity on an annual basis.

We appreciate your consideration and look forward to your response.

Thank you

Dan Barnett
President
Wizard Entertainment, Inc.

900 SE 3rd Avenue • Third Floor • Fort Lauderdale, FL 33316
Phone 954-564-8300 • Fax 954-827-8400

Wizard ENTERTAINMENT

A. Professional Licenses and Certificates

City of Fort Lauderdale	Business License #406201
Florida Corporation	Fed ID# 05-0566278

B. Company Profile

Wizard Entertainment
900 SE 3rd Avenue
Third Floor
Fort Lauderdale, FL 33316
Office 954-564-8300
eFax 954-827-8400

BUSINESS STRUCTURE
Florida Corporation since April 2003
Fed ID# 05-0566278
Years in business – Six (6)

CONTACT PERSON
Dan H Barnett – Owner/President
954-564-8300
dbarnett@wizard-entertainment.com

Wizard Entertainment is a full service entertainment production company that produces events for private, corporate, municipal and non-profit organizations. Are goal is to exceed our clients expectations by delivering state of the art production and extraordinary customer service.

Wizard ENTERTAINMENT

C. Joint Venture:

We are not submitting as a joint venture.

D. Disputes, Litigation and Defaults:

There are no pending disputes, litigation or defaults against Wizard Entertainment or its principles.

E. Qualifications/Experience:

Executive Producer - Dan Barnett

Oversee all aspects of the event from creative to execution. Coordinate and motivate the staff using a harmonious and positive approach to achieve all of the project objectives.

Dan Barnett has been booking talent and producing events for over 20 years. Dan spearheaded the Fort Lauderdale based talent booking division of the nation's largest concert promotion company, Cellar Door Concerts. The company continually expanded to include special events, and corporate entertainment. He booked and produced over 1500 concert/special events.

In 1998 SFX Entertainment acquired Cellar and Dan joined the SFX as Vice President of Business Development. SFX was the world's largest promoter of live entertainment. Dan created a division dedicated to developing large Special Events and Corporate Entertainment. This effort was culminated when he closed a deal with the NFL to produce the Half-time show for Super Bowl XXXVI. In 2003 Wizard Entertainment was launched and is now one of the most creative entertainment booking and production companies in the United States.

Project Manager/Marketing Manager – Brenda Bailey

Brenda will oversee the marketing and partnership relationships of the project. She will meet with the hotel properties and retailers that represent the BID to maximize the benefits of the project to each.

Brenda Bailey offers more than 20 years of experience managing sales, marketing and public relations, operations and personnel for established hotels and for sports/entertainment arenas. From 1986 – 1996 she was the National Sales Manager for Hyatt Hotels in Chicago Illinois and Coral Gables Florida and was National Sales Manager at the Hilton Hotel and Guest Quarters Hotel in Fort Lauderdale. In 1996 she was hired by the Broward Economic Development Council as Director of Sports Development where she promoted and expanded economic opportunities available to the professional and amateur sports industry. In 1998 she was advanced to Director of Marketing for the NHL Florida Panthers and National Car Rental Center Arena. She developed marketing programs, promotions, media/pr plans and created value added opportunities for corporate sponsors and advertisers. Brenda knows how to market this project to our community, create a new brand for the New Fort Lauderdale Beach and to promote the hotel and retail properties on Fort Lauderdale Beach.

Wizard ENTERTAINMENT

Torque Advertising Design: Website creative and design
Two B Printing: Printing of collateral materials to include poster, pocket handouts

F. Projects – Samples of Work

City of Hallandale – Charity event on the Beach – Air Supply

Indiana Jones Adventure – Marriott Desert Ridge/Phoenix

Gulfstream Park Concert Series

Bova Prime Grand Opening – The Honey Brothers

The Riverhouse – Richie Sambora & Richie Supa

Projects - Dan Barnett/Producer

City of Fort Lauderdale – History (from 1985 to present)

Beach Ball – City of Fort Lauderdale (6+ years)

Downtown Festival of the Arts – City of Fort Lauderdale (4 years)

Rick Springfield – Fort Lauderdale Beach

Beach Place Grand Opening – Flying Elvis's

NFL Super Bowl – Media Party – Las Olas Riverfront

G. References

City of Hallandale	Joy Cooper/Mayor	954-457-1318
Greater Ft Lauderdale Convention & Visitors Bureau	Nicki Grossman	954-765-4466
TravelHost	Ina Lee	954-463-4733
Garrett Productions	Ron Watkivs	954-777-3277

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Phone 954-564-8300 • Fax 954-827-8400

Wizard ENTERTAINMENT

H. Narrative

Wizard Entertainment Executive Producer Dan Barnett has been a resident of the City of Fort Lauderdale for 25 years. He has actively participated in the development and transformation of the beach by producing many of the special events on the beach. The New Fort Lauderdale Beach is here. The "Saturday Night Live" event concept will provide a marketing strategy that will entice people to come back to Fort Lauderdale Beach and experience the transformation .The event will create new programming and enliven the area with local consumers during the slower season. We will launch the 2009 SNL event by promoting four (4) consecutive Saturdays in July with the event kickoff on July 4th. We will meet with the BID Advisory Committee and motivate the management of each property to hire LIVE ENTERTAINMENT to perform on their property during event hours. This Live Entertainment will be promoted throughout our marketing campaign to consumers. This year SNL will celebrate the openings of several new upscale hotel properties and new businesses and rejuvenate existing businesses by elevating brand awareness. We will use Sky Tracker searchlights to create an excitement and distinguish the SNL event from other nights on the beach. Through the use of our Marketing Plan we will increase traffic and economic stimulus to the businesses and new hotels on Ft. Lauderdale Beach. In future years, we intend to grow the event to span up to 16 consecutive Saturday Nights (Memorial Day to Labor Day).

SATURDAY NITE LIVE

Four consecutive Saturday Nights in July 2009 (Kickoff on Saturday July 4th)

1. Internet Marketing

Creation of SNL-FLBEACH.com website to promote the SNL event and provide consumers with event information (i.e. live entertainment schedules, beach map, parking info, etc)

Create direct links with the Convention and Visitors Bureau, City of Ft. Lauderdale, BID, beach hotels, local activities and media websites (referral marketing).

Web address listed on all marketing materials.

2. Publicity/Promotional Marketing

Development and distribution of press releases to local media to create buzz

Invite media to attend the opening night

Create a private media tour of the new Ft. Lauderdale Beach.

Create a promotional/ informational handout in the form of a pocket folder which will provide a map of the beach hotels and businesses and include live entertainment schedules. The pocket brochure will be displayed in holders in hotel lobbies and local businesses.

We will enhance the excitement of the event on the street by adding sky trackers located on Las Olas Blvd. on the South end and at the Atlantic Hotel on the North end.

We will provide six sidewalk entertainers (i.e. Solo sax, solo guitar, duo guitar) to be located from Las Olas Blvd. to The Atlantic Hotel.

900 SE 3rd Avenue • Third Floor • Fort Lauderdale, FL 33316
Phone 954-564-8300 • Fax 954-827-8400

We will purchase 10 Plasticade signs (sandwich boards) with a 40x30 insert for a two sided promotional poster to be placed along the beach sidewalk on event days.

Wizard will also be contacting local homeowner's associations/groups to distribute SNL pocket handout.

Wizard will make recommendations to local hotels and businesses to market special promotions in house (i.e. hotel room night packages, food and beverage specials/discounts, parking discounts and pool and patio outdoor special activities).

3. Advertising Plan

Sun Sentinel Friday entertainment section ad

WSFL television and website

South Florida Business Journal

4. Sponsorship

Wizard will contact potential sponsors for the 2009 SNL event. Here is a list of potential sponsors:

AT&T Wireless

Jaguar

Hard Rock Hotel & Casino

Holland America

900 SE 3rd Avenue • Third Floor • Fort Lauderdale, FL 33316
Phone 954-564-8300 • Fax 954-827-8400

Wizard ENTERTAINMENT

I. Schedule

04/28/09 City commission award of contract.

05/15/09 Meeting with BID Advisory Committee to discuss vision and scope of event.

06/01/09 Website completed

06/01/09 Marketing Campaign Begins

07/04/09 SNL Event (kickoff)

07/11/09 SNL Event

07/18/09 SNL Event

07/25/09 SNL Event

J. Cost/Financial Proposal

Entertainment	$10,000.00
Printing/Distribution	$10,000.00
Production Assistant (Advance 5 days)	$1,500.00
Production Assistant (Event Days)	$1200.00
Brenda Bailey (3 weeks @ $1000)	$3,000.00
Dan Barnett (3 weeks @ $1500)	$4,500.00
Website/Creative	$10,000.00
Advertising	$20,000.00
Sky Trackers (Searchlights)	$3200.00
Plasticade Sidewalk Signs	$600.00
Miscellaneous	$1,000.00
Office Supplies	$800.00
Total Expense	**$65,800.00**
Wizard 20%	$13,160.00
Total	**$78,960.00**

900 SE 3rd Avenue • Third Floor • Fort Lauderdale, FL 33316
Phone 954-564-8300 • Fax 954-827-8400

PROPOSAL RESPONSE PAGES - PART III
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 RESPONSE PAGES - PART IV - BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: It is preferred that bids/proposals be submitted electronically at www.bidsync.com, unless otherwise stated in the bid packet. If mailing a hard copy, 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. Please refer to Part VII for specific instructions for this RFP.

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: If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version.

Submitted by: Dan H Barnett 3/25/09
(signature) (date)

Name (printed) DAN H. BARNETT Title: PRESIDENT

Company: (Legal Registration) WIZARD ENTERTAINMENT, 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/doc/).

Address: 900 SE 3RD AVE THIRD FLOOR

City FORT LAUDERDALE State: FL Zip 33316

Telephone No. 954-564-8300 FAX No. 954-827-8400

E-MAIL: dbarnett@wizard-entertainment.com

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): 3/26/09

Payment Terms (section 1.03): 50% 6/1/09 50% 7/25/09 Total Bid Discount (section 1.04): Ø

Does your firm qualify for MBE or WBE status (section 1.08): NO MBE _____ WBE _____

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

Variances:

CONTRACT COPY

Solicitation 595-10241

SIGNATURE EVENT(S)/MARKETING PROPOSAL

CITY OF FORT LAUDERDALE

City of Fort Lauderdale

Bid 595-10241
SIGNATURE EVENT(S)/MARKETING PROPOSAL

Bid Number	**595-10241**
Bid Title	**SIGNATURE EVENT(S)/MARKETING PROPOSAL**
Bid Start Date	**Feb 19, 2009 2:53:25 PM EST**
Bid End Date	**Mar 26, 2009 2:00:00 PM EDT**
Question & Answer End Date	**Feb 25, 2009 2:00:00 PM EST**
Bid Contact	**AnnDebra Diaz** **Procurement Specialist II** **Procurement** **954-828-5949** **adiaz@fortlauderdale.gov**

Changes made on Mar 12, 2009 10:24:53 AM EDT

Previous End Date **Mar 13, 2009 2:00:00 PM EDT** New End Date **Mar 20, 2009 2:00:00 PM EDT**

Changes were made to the following items:
SIGNATURE EVENT(S)/MARKETING PROPOSAL

Changes made on Mar 19, 2009 10:53:48 AM EDT

Previous End Date **Mar 20, 2009 2:00:00 PM EDT** New End Date **Mar 26, 2009 2:00:00 PM EDT**

Changes were made to the following items:
SIGNATURE EVENT(S)/MARKETING PROPOSAL

Description
The City of Fort Lauderdale, Florida (City), through the Fort Lauderdale Beach Business Improvement District (BID) Advisory Committee is seeking proposals from qualified firms, hereinafter referred to as the Contractor, to create and promote a signature sustainable event or events or other marketing concept (hereinafter collectively referred to as "event(s)) for the Fort Lauderdale Beach Business Improvement District, to stimulate economic activity on the beach. The event(s) shall be held at regular intervals (i.e. weekly or monthly) and shall focus on the period of April through October, which is generally considered the off-peak period for economic activity at the beach, and should be in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP). For calendar year 2009, the event can begin as early as April, but no later than July. It is expected that the event shall begin in April in all future years.
Added on Mar 12, 2009:
The opening date has been changed to March 20, 2009.

All other terms, conditions and specifications remain unchanged.
Added on Mar 19, 2009:
The opening date has been changed to March 26, 2009.

All other terms, conditions and specifications remain unchanged.

Changes made on Mar 12, 2009 10:24:53 AM EDT

Changes made on Mar 19, 2009 10:53:48 AM EDT

Request for Proposal

595-10241

SIGNATURE EVENT(S)/MARKETING PROPOSAL FOR THE BEACH BUSINESS IMPROVEMENT DISTRICT (BID)

Opens: March 13, 2009
2:00 p.m.

City of Fort Lauderdale

Issued for Economic Development Department 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 I - INTRODUCTION/INFORMATION

01. PURPOSE

The City of Fort Lauderdale, Florida (City), through the Fort Lauderdale Beach Business Improvement District (BID) Advisory Committee is seeking proposals from qualified firms, hereinafter referred to as the Contractor, to create and promote a signature sustainable event or events or other marketing concept (hereinafter collectively referred to as "event(s)) for the Fort Lauderdale Beach Business Improvement District, to stimulate economic activity on the beach. The event(s) shall be held at regular intervals (i.e. weekly or monthly) and shall focus on the period of April through October, which is generally considered the off-peak period for economic activity at the beach, and should be in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP). For calendar year 2009, the event can begin as early as April, but no later than July. It is expected that the event shall begin in April in all future years.

02. INFORMATION OR CLARIFICATION

For information concerning procedures for responding to this RFP, technical specifications, etc., utilize the question / answer feature provided by Bid Sync. Such contact shall be for clarification purposes only. 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). 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 proposer has familiarized himself with the nature and extent of the work, and the equipment, materials, and labor required.

03. ELIGIBILITY

To be eligible to respond to this RFP, the proposing firm must demonstrate that they, or the principals assigned to the project, have successfully completed services, similar to those specified in the Scope of Services section of this RFP, and be licensed to conduct business in Broward County, Palm Beach County or Dade County. As part of the RFP submittal, proposers must include sufficient documentation, client references, and qualifications to support their ability and experience to perform the services contained in the RFP.

Proposals must be submitted for all elements outlined in the Specifications section of this RFP.

04. TRANSACTION FEES

The City of Fort Lauderdale uses BidSync (www.bidsync.com) to distribute 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. Refer to www.bidsync.com for further information.

PART II - RFP SCHEDULE

Release RFP	02/19/09
Last Date for Receipt of Questions of a Material Nature	02/25/09
Addendum Release (If required)	02/28/09
PROPOSAL DUE (Prior to 2:00 PM)	03/13/09
Evaluation Committee Review and Short Listing of Proposals – if required (Estimated)	03/20/09
Oral Interviews with Finalists and Selection Of First Ranked Proposer – if required (Estimated)	03/27/09
City Commission Award of Contract (Estimated)	04/21/09

PART III
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 Department. 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 PAYMENT TERMS AND CASH DISCOUNTS: Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 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.

1.04 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.

1.05 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.

1.06 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.

1.07 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.

1.08 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.

1.09 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.

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 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 Federal Excise taxes is 59-74-0111K, and State Sales tax exemption number is 16-03-196479-54C.**

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 Department immediately. Such notification must be received by the Procurement Services Department 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, postal money order, cashiers check, or irrevocable letter of credit. 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 or irrevocable letter of credit, 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: Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., the Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.

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.

PART IV BONDS AND INSURANCE

4.01 PERFORMANCE BOND/IRREVOCABLE LETTER OF CREDIT: If a performance bond or irrevocable letter of credit is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond or an Unconditional Irrevocable Letter of Credit 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. If a Letter of Credit is chosen, it must be in a form acceptable to the City, drawn on a local (Broward, Dade or Palm Beach Counties) bank acceptable to the City and issued in favor of the City of Fort Lauderdale, Florida. If a Bidder wishes to use a non-local bank, he must have prior City approval of the requirements to draw against the Letter of Credit.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond or Irrevocable Letter of Credit 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 Department 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 Contractors insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED 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 will, 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 form of all records and reports shall be subject to the approval of the City's Internal Auditor. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract for the duration of the contract and retain them for a minimum period of three (3) years beyond the last day of the contract term.

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 RFP without the prior written consent of the City. Any award issued pursuant to this RFP, 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.

PART IV - SPECIAL CONDITIONS

01. GENERAL CONDITIONS

RFP General Conditions Form G-107 Rev. 07/07 (GC) are included and made a part of this RFP.

02. VARIANCES

While the City allows Contractors to take variances to the RFP terms, conditions, and specifications, the number and extent of variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points. See Section 1.06 of GC.

03. 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.

04. 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.

05. PROPOSERS' COSTS

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

06. 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 proposer.

07. PRICING

Pricing shall be a firm, fixed price for the total project to include any and all expenses. Prices quoted and accepted shall remain firm for the term of the contract.

08. CONTRACT PERIOD

The initial contract term shall commence upon date of award by the City and shall expire one year from that date. The City reserves the right to extend the contract for four 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 Director of Procurement Services. 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.

09. 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 contact, 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.

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.

10. INVOICES/PAYMENT

The City will accept invoices no more frequently than one (1) invoice per completed project element per contractor, unless additional services have been requested by the City outside of the base scheduled service. The invoice shall be accompanied by records fully detailing the amounts stated. The City will endeavor to pay invoices completely within thirty (30) days of receipt of the invoice, except for items questioned. The City shall notify the contractor within ten (10) days of receipt of invoice of any items questioned. The contractor shall prepare verification data for the amount claimed and provide complete cooperation during such investigation of any areas in the invoice subject to question.

11. COST ADJUSTMENTS

Prices quoted shall be firm for the initial contract term (one year). 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 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.

12. CONTRACT COORDINATOR

The City will 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.

13. CONTRACTOR PERFORMANCE REVIEWS AND RATINGS

The City Contract Coordinator shall 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 contact.
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.

14. NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES

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 at its sole option.

While this contract is for services provided to the City's Economic Development Department, 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.

15. SELLING, TRANSFERRING OR ASSIGNING CONTRACT

No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the written approval of the City Manager, or designee.

16. DELETION OR MODIFICATION OF SERVICES

The City reserves the right to delete any portion of this 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.

17. ADDITIONAL ITEMS

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

18. 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.

19. OWNERSHIP OF WORK

The City shall have full ownership and the right to copyright, otherwise limit, reproduce, modify, sell, or use all of the work or product produced under this contract without payment of any royalties or fees to the Contractor above the agreed project cost.

20. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor under this Agreement. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personal policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Contract shall be those of the Contractor.

21. 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.

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, 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 of Contractor's subcontractors for payment for work performed for the City.

22. INSURANCE

The contractor shall furnish proof of Worker's Compensation Insurance, General Liability Insurance and Comprehensive Automobile Liability Insurance. 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. Any costs for adding the City as "additional insured" will be at the contractor's expense.

Worker's Compensation and Employer's Liability Insurance

Limits: Worker's Compensation – Per Florida Statute 440
Employer's Liability - $500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Worker's Compensation insurance. Exceptions and exemptions can only be made if they are in accordance with Florida Statute. For additional information contact the Department of

Financial Services, Worker's 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:

a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
b. Coverage for hazards commonly referred to as "explosion, collapse and underground", exclusions – on construction contracts only.

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
	Combined single limit $1,000,000 (bodily injury and property damage combined)	

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 Insurance.

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement and Materials Management
100 N. Andrews Avenue, Room 619
Ft. Lauderdale, FL 33301

23. 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.

24. 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.

25. AUDIT

The City reserves the right for its internal auditor or appropriate representative to review ONLY those records pertaining to any contract awarded as a result of these documents and determine if the terms, conditions and specifications of the contract are being followed and if prices charged comply with the contract.

26. PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids 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.

27. LOBBYING ACTIVITIES

ALL BIDDERS/PROPOSERS PLEASE NOTE: Any bidder or proposer submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27, Lobbying Activities. Copies of Ordinance No. C-00-27 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 .

28. 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.

PART V - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

01. OVERVIEW

Fort Lauderdale Beach is currently in the midst of a tremendous transformation with the goal of becoming a "five-star" destination for tourists and residents alike. Along with the completion of the Las Olas Streetscape project, upgraded beach concession amenities/services, emerging quality mixed use development along the beach and development of a Beach Master plan, the Beach Business Improvement District (BID) has provided the essential compliment to the already existing services on the beachfront. The BID is a taxing district comprised of businesses that front A1A from Harbor Beach Drive to Sunrise Boulevard. It was established by the City Commission after receiving overwhelming support from the property owners, the Fort Lauderdale Chamber of Commerce, the Economic Development Advisory Board and the Beach Redevelopment Advisory Board. Since the BID was established, it has focused its resources on supplementing and enhancing the City's maintenance and beautification services along the beach. In addition to enhancing City services, the BID has allocated some money toward funding a sustainable signature, regular event or events, or a related marketing concept, and is soliciting requests for proposals to create, operate and promote such event(s). The event(s) shall be held at regular intervals (i.e. weekly or monthly) and shall focus on the period of April through October, which is generally considered the off-peak period for economic activity at the beach. In its first year (2009) only, the event(s) can begin no later than July. It is expected that in all future years, the event will begin in April.

02. GOALS

1. The goals of the resulting contract are:
    1. To seek funding sources, including sponsorships, grants and strategic partnerships to minimize cost to the BID.
    2. To develop a sustainable signature event or events, to promote and operate the event, to stimulate economic activity and increase the quality of the tourist experience on the beach.

2. The goals of the event(s) are:
    1. To promote the beach as a destination for tourists and residents.
    2. To provide a positive impact on hotel stays, restaurants and retail establishments.

While the event(s) can take place year round, emphasis should be on the period of April through October, which is generally considered the off-peak period for economic activity at the beach. The approved event(s) shall receive prior approval from the City and the City Manager, including obtaining Event Agreements, if necessary.

03. FUNCTIONAL REQUIREMENTS

The proposer shall provide a detailed description of the event(s) being proposed, along with a proposed methodology of how to fund, operate and promote the event(s). It is expected that

the proposer will have sole responsibility to operate and administer the event(s), and to regularly report its progress to the BID Advisory Committee. The proposer shall also:

1. Have previous experience promoting and managing events.

2. Identify stakeholders (property owners, business associations, tourism organizations, etc.).

3. Identify other existing events.

4. Identify and justify the proposed target audiences.

5. Identify funding sources to minimize cost to the City.

6. Identify the event or events being proposed, along with proposed locations, funding strategies and all other relevant details required to provide sufficient information to the selection committee to make an informed qualitative and quantitative decision with regard to the efficacy of the event plan.

7. Identify the cost to the City of Fort Lauderdale (BID). It is important to note that any proposal that includes a cost to the BID in excess of $80,000.00 shall be deemed non-responsive, and that those costs are expected to be kept as low as possible as they should be supplemented by sponsorships.

A draft plan for the event(s) shall be completed no later than 30 days after the award of the contract. The plan should include a specific timeline, operations plan and funding strategy, as well as all other relevant details related to the signature event(s). The proposer may be required to attend up to two (2) City Commission meetings, and one BID Advisory Committee meeting to present and/or answer questions regarding the proposed event(s). The proposer is also required to obtain the approval of the City Manager for its event plan before commencing, and must comply with all City of Fort Lauderdale rules and ordinances relating to obtaining event agreements, sponsorships or other City approvals.

The proposer shall provide ten (10) colored hard copies and five (5) electronic copies of the approved event(s).

04. TIMELINE

The proposal shall include timelines for completion of all items as listed in Part V, Section 3 of the RFP.

05. PROJECT SCHEDULE

The project should not exceed sixty (60) days from notice to proceed.

06. SILENCE OF SPECIFICATIONS

The apparent silence of the foregoing specifications as to any detail or omission for it as a detailed description, concerning any specific shall be regarded as meaning that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be used. All interpretations of these specifications shall be made upon the basis of this statement.

PART VI - CONSIDERATION FOR AWARD/AWARD PROCEDURES

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

EVALUATION CRITERIA	POINTS
1. PRELIMINARY SCOPE OF SERVICES Includes understanding of the City's needs, goals and objectives as they relate to this event, and overall approach to accomplish same. This also included the quality of the event plan proposed, as well as the funding (sponsorship) strategy. **Maximum Points Available:**	**30**
2. PREVIOUS EXPERIENCE AND QUALIFICATIONS: Includes experience, qualifications, and past performance of the proposing firm including: persons proposed for the project, facilities, resources and references, similar types of analysis. and projects created. **Maximum Points Available:**	**30**
4. ABILITY TO MEET PROJECT SCHEDULE: **Maximum Points Available:**	**20**
5. TOTAL PROJECT COST TO THE CITY: **Maximum Points Available:**	**20**
TOTAL POINTS AVAILABLE:	**100**

Evaluation of proposals will be conducted by an evaluation committee of qualified City Staff, or other persons selected by the City. 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 will score and rank all responsive proposals 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. If necessary, the committee will then conduct discussions, for clarification purposes only, with the finalists and re-score and re-rank the finalists proposals. The committee will then make a recommendation to the Fort Lauderdale City Commission for award.

Evaluation of proposals will be conducted by an evaluation committee of qualified City Staff, or other persons selected by the City. Proposers or Finalists may be required to provide an oral

presentation by appearing before the Evaluation Committee or by conference telephone call for clarification purposes only.

Information and references submitted will be considered in the award.

The City may require visits to customer installations or demonstrations of product by proposers as part of the evaluation process.

The City may require additional information and Proposers shall agree to furnish such information. 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 cost points to each responsive, responsible proposer. The lowest, responsive, responsible proposer receives the maximum allowable points. When using this formula, a proposer that submits a cost or fee which is two times greater than the cost / fee of the lowest responsive, responsible proposer, will result in receiving zero points for cost.

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.

NOTE: UNNECESSARILY ELABORATE RESPONSES BEYOND THAT SUFFICIENT TO PRESENT A COMPLETE AND EFFECTIVE RESPONSE TO THE SOLICITATIONS ARE NOT DESIRED AND MAY BE CONSTRUED AS AN INDICATION OF THE OFFEROR'S LACK OF COST CONSCIOUSNESS. UNLESS SPECIFICALLY REQUESTED IN THE SOLICITATION, ELABORATE ART WORK, CORPORATE BROCHURES, LENGTHY NARRATIVES, EXPENSIVE PAPER, SPECIALIZED BINDING, AND OTHER EXTRANEOUS PRESENTATION MATERIALS ARE NEITHER NECESSARY NOR DESIRED.

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 MARCH 13, 2009 TO:

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

ONLY PAPER SUBMITTALS WILL BE ACCEPTED. ELECTRONIC OR FAX SUBMITTALS WILL NOT BE ACCEPTED. 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	Non Collusion Statement
Part IV	Proposal Signature Page

Attachments to your Proposal

PROPOSAL RESPONSE PAGES - PART I
COST INFORMATION

BIDDER NAME:_____

Proposer to provide a firm, fixed price for total project cost in an amount not to exceed $80,000.00, in accordance with RFP specifications.

Firm, Fixed Total Project Cost: **$_____**

(attach a breakdown of costs and suggested payment schedule to be used for informational purposes only)

PROPOSERS PLEASE COMPLETE THIS COST PROPOSAL PAGE AND SUBMIT IT ALONG WITH THE OTHER REQUIRED INFORMATION/MATERIALS OUTLINED IN THE SUBMITTAL REQUIRMENTS SECTION OF THIS RFP.

PROPOSAL RESPONSE PAGES - PART II
TECHNICAL PROPOSAL

The following issues shall be fully responded to in your proposal in concise narrative form. Each issue shall be referenced and be presented in the following order:

A. Letter of Interest/Cover Letter

A. Professional Licenses and Certificates

B. Company Profile: To include, but not be limited to, (a) name and address of company; (b) organization's business structure (corporation, joint venture, etc); (c) years in business; (d) contact person, phone number, email address.

C. Joint Venture: If submitting as a joint venture, submit a copy of the joint venture agreement including the financial agreement between the parties and the percentage of participation of the parties

D. Disputes, Litigation and Defaults: Applicant shall disclose the results, including amount of settlement, if any, for all prior litigation, arbitration, mediation or other claims involving the applicant or any consultants for a period of five years prior to the submission of this proposal.

E. Qualifications/Experience: To include, but not be limited to; (a) experience of staff that will be assigned to the project (list name, title or position, and project duties); (b) a resume or summary of experience and qualifications, including (1) technological capabilities; (2) facilities; (3) company equipment; (4) Other resources; (5) a list of all related organizations, committees, etc. that your firm is affiliated with; and (6) any other background information/qualifications that you consider valuable in assisting the committee in evaluating/comparing your RFP.

F. Projects: List similar projects that your firm has created or been associated with within the past five years (indicate projects that your company has created). Include samples of previous projects similar to those specified in the Scope of Services section of this RFP.

G. References: A list of current and former major accounts, at least one of which must be located in Broward County, along with corresponding contact names and phone numbers. This list shall include accounts similar in size and exposures to the City of Fort Lauderdale.

H. Provide in a narrative format your understanding of the City's needs, goals and objectives as they relate to this event(s) plan/marketing proposal, and your overall approach to accomplish same.

I. Include a proposed schedule that shows how your firm would provide the event plan within the time frame described.

J. Cost/Financial Proposal

K. Proposal Signature Page

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. 595-10241 OPENS 03/13/09

PROPOSAL RESPONSE PAGES - PART III
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 RESPONSE PAGES - PART IV - BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: It is preferred that bids/proposals be submitted electronically at www.bidsync.com, unless otherwise stated in the bid packet. If mailing a hard copy, 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. Please refer to Part VII for specific instructions for this RFP.

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: If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version.

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/doc/).

Address:_____

City_____State:_____Zip_____

Telephone No._____FAX No. _____

E-MAIL: _____

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 the 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. 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.

Variances:

_____

_____

revised 6-3-08

Question and Answers for Bid #595-10241 - SIGNATURE EVENT (S)/MARKETING PROPOSAL

OVERALL BID QUESTIONS

Question 1

Will you be providing PR services to promote the event? Or, should we include this in our costs? (Submitted: Feb 24, 2009 4:04:16 PM EST)

Answer

- PR services should be included in the cost proposal. The City may include it on the City's web site, but this should not be relied upon. (Answered: Feb 24, 2009 4:25:42 PM EST)