

## Section I All On Stage Introduction

At All On Stage Productions (“AOS” or “All On Stage”), we are a highly experienced, full-service event production company that is prepared to provide the complete scope of requested equipment and services for the City of Delray Beach. AOS is extremely familiar with creating successful productions for the City of Delray at various City parks as well as Delray’s amphitheater (Old School Square), having provided A/V Services since 2017 for countless City of Delray events. In addition to the strong track record of wonderfully executed events (including, but not limited to: The Delray Beach Tree Lighting, Pride, St. Patrick’s Day, July 4<sup>th</sup>, NYE, Veteran’s Day, and dozens of concerts at Old School Square), we are also the contracted A/V vendor for numerous other South Florida municipalities. We are currently the main A/V vendor for the cities of: Boca Raton (Contracted), Boynton Beach (Contracted – Piggy Back), Coral Springs (Contracted – Piggy Back), Dania Beach (Contracted – Piggy Back), Deerfield Beach (Contracted – Piggy Back), Fort Lauderdale (Contracted), and Lauderdale-by-the-Sea (Contracted). We’re also the contracted vendor the Seminole Tribe, the County of Miami-Dade, and Lynn University. In addition to all of our wonderful cities, we are proud to be the preferred vendor for the Delray Beach Downtown Development Authority (DDA), providing full production for their shows at Old School Square Amphitheater year-round.

All On Stage is an attractive solution for our diverse clientele because we are not simply a provider of equipment and the accompanying technical expertise for Sound, Lighting, Video & Staging – our services include full production management including event planning/consulting, show coordination, stage management, front-of-house services and much more. We are prepared to provide all the required services in the RFP for all the parades, festivals, concerts, celebrations, and any other events that come up.

Since 2017, All On Stage has placed an emphasis on regularly upgrading equipment to keep up with evolving artists’ riders. As a result, we are capable of producing all types of shows, including large outdoor concerts and festivals, large theater shows, symposiums/conventions & more. While AOS has the equipment to take care of any type or size of show, we place a huge emphasis on the quality of our staffing – providing only the best event professionals and technicians. We heavily vet each member of our staff to ensure that he/she is not only technically proficient but also friendly, accommodative and reliable. The unanimous feedback from our clients is that our staff is extremely capable and great to work with.

For your additional knowledge, AOS has worked with countless national recording artists in the last few years. The list includes (but is not limited to): Barry Gibb (as the Bee Gees), Keith Sweat, Busta Rhymes, The B-52s, BBD, Vanilla Ice, Naughty By Nature, LFO, Montell Jordan, Musiq Soulchild, Flo Rida and many more.

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Dan Fryburg'.

Dan Fryburg  
President, All On Stage Productions  
Ph: (954) 978-8442 (office) (860) 389-5018 (cell)  
Email: dan@allonstage.com  
Website: www.allonstage.com

# PROPOSAL



## PRESENTED TO:

Joel Burzynski | Purchasing Agent | City of Delray Beach | 561-243-7153

Peggy Cadeaux | Purchasing Manager | City of Delray Beach | 561-243-7351

Bid Number: ..... **RFP 2024-021**

Bid Title: ..... **Sound, Stage and Lighting Services**

## OVERVIEW:

Proposal to provide the City of Delray with full Sound, Stage and Lighting Services production, staff & production management services in accordance with the items listed in RFP.

## PRESENTED BY:

Dan Fryburg  
All On Stage Productions  
500 NE 28<sup>th</sup> Court  
Pompano Beach, FL 33064

Point of Contact for Company..... **Dan Fryburg**  
President, All On Stage Productions  
(954) 978-8442 (office)  
(860) 389-5018 (cell)  
[dan@allonstage.com](mailto:dan@allonstage.com)  
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## Section II

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**Tab III**

**Minimum Qualifications, Experience and Background**

- A)** AOS is registered with the State of Florida, Division of Corporations to do business in Florida. City will verify registration
- B)** See “Form 3 - Scrutinized Companies Certification” in Section VIII “Attachments”
- C)** AOS has no reported conflict of interests in relation to this solicitation
- D)** AOS has no reported exclusions in the System for Award Management (SAM). City will verify the registration status.

**Tab IV**  
**Proposer's Information**

- A) Legal name and state:**
  - a.** BFAV LLC dba All On Stage Productions
  - b.** Incorporated in the state of Florida.
- B) Ownership structure: Limited Liability Corporation (LLC)**
- C) See “BFAV (AOS) W9” in Section VIII “Attachments”**
- D) Contact information for headquarters:**
  - a.** 500 NE 28<sup>th</sup> Ct
  - b.** Pompano Beach, FL, 33064
  - c.** Phone: 561-750-4070
- E) Contact information for primary and secondary representative:**
  - a. Primary**
    - i.** Dan Fryburg
    - ii.** (860) 389-5018
    - iii.** [dan@allonstage.com](mailto:dan@allonstage.com)
    - iv.** 500 NE 28<sup>th</sup> Ct
    - v.** Pompano Beach, FL 33064
  - b. Secondary**
    - i.** Dom Garafola
    - ii.** (860) 877-2660
    - iii.** [dom@allonstage.com](mailto:dom@allonstage.com)
    - iv.** 500 NE 28<sup>th</sup> Ct
    - v.** Pompano Beach, FL 33064
- F) There have been NO changes to the ownership of AOS over the past three years and NO changes anticipated within six months of the due date and time of this RFP.**
- G) Officers of BFAV LLC (dba AOS) are:**
  - a.** Dan Fryburg
  - b.** Dom Garafola
- H) We will provide any other organizational information requested.**
  - a.** 561-750-4070



**Tab V**  
**Experience, Ability and References**

- A. AOS Experience** - All On Stage has been providing professional Sound, Stage and Lighting services since 2006. As discussed in our introduction, we are the contracted vendor for numerous South Florida municipalities including Boca Raton, Boynton Beach, Coral Springs, Dania Beach, Deerfield Beach, Fort Lauderdale, and Lauderdale-by-the-Sea and we are the preferred vendor for the Delray Beach Downtown Development Authority (DDA), providing full production for the majority of their shows at Old School Square Amphitheater. We provide production services for ~250 shows each year across all of our clients. These productions range from all sizes and types of events - from the DBO Tennis Tournament AV; to theatrical performances at the Wold Theater of Lynn University; to Conferences/Symposiums in various hotels throughout south FL; to large July 4<sup>th</sup> festivals and major concerts. The dollar values of these individual events are wide-ranging, from \$1000 to \$200k+.
- B. AOS Team / Org / Philosophy** - All On Stage is a fully insured (GL, WC, Auto) full service event production company that provides everything from Sound, Lighting, Video, Staging, and Backline Equipment along with the technical expertise required to operate the gear. AOS is run by Dan Fryburg and Domenic Garafola who work directly with AOS' clients and City contacts in advance of planned events to ensure all aspects of each event are covered and prepared for. Dan and Dom are heavily involved in the physical prep and set up for each event as well, assisting their team of extremely qualified technicians and stage hands to make sure all of the correct gear is loaded onto the truck (see Exhibit 4 on Pg 16), safely brought to the event and set up safely, correctly and efficiently. At All On Stage, we know how much work the City personnel put into planning each event, so we take our role very seriously. We emphasize a few key aspects to ensure successful outcomes:
- a. Exceptional Technicians / Staff (see section D)**
  - b. High Quality & Well Maintained Equipment:** Our secure, 8,000 square foot warehouse houses large quantities of high-quality equipment (see Exhibit "VI" pg 11) that we are constantly updating. Our assets include: Dozens of line-array speaker cabinets and subwoofers for large concerts; Big shelves full of powered speakers for monitor rigs or smaller events (like the sound systems for the Mayor to speak at); Dozens of top-of-the-line wireless and wired microphones; Multiple types of staging for all staging needs in this RFP; Hundreds of LED video wall panels to build screens of all sizes; dozens of LED light fixtures and haze/fog/snow machines for everything from simple stage washes to exciting lighting shows; hundreds of feet of aluminum trussing to build structures like a normal video wall support system or large trussing "boxes" as is required for St. Patrick's day; and more. We very, very rarely experience equipment failure (as all of our clients can attest to), as we regularly service all equipment (weekly or even daily depending on the rate of usage) in addition to purchasing new equipment every 3-5 years to ensure that our gear has plenty of useful life left.
  - c. Prioritizing Safety:** As our clients can speak to, we are always on time for our set-ups and leave ample time to make sure everything is set up properly and in a way most conducive to the safety of the City employees, artists and attendees at the event. We are fully insured and consult with an engineer to ensure all structures (particularly trussing build-outs for our video walls) are built safely and securely. The equipment is first inspected at the warehouse before being loaded onto the truck, and we conduct a walk-through / make a plan for any new venue we are working at. We always make sure the foundations for all structures are level and carefully attach heavy duty straps and steel to secure them. At no extra charge, we habitually bring items like rubber cable-mats and gaff tape to the events where there may be long cable runs in an effort to ensure nobody trips on a cable and hurts themselves. We also bring sandbags to be placed everywhere necessary to avoid any issue from strong winds, as well as make sure all of our power distribution equipment is safely covered and protected from the elements (as well as distanced from patrons) to avoid any electrical mishaps with a performer or stage-side attendee.

**Tab V**  
**Experience, Ability and References (Cont'd)**

**C. AOS Familiarity w/ Scope of Work** – AOS has been servicing municipalities and, more specifically, the City of Delray for many years. All the events listed in this RFP are events that we have produced many times and are extremely familiar with. This experience is extremely valuable because it ensures events are executed efficiently and effectively with less time & energy spent from the City to ensure the AV portion of the event is being done well. For example, with events like the Delray Tree Lighting or Fourth of July, there are many moving pieces. Given street closures, crowd control/security, entertainment requirements and time constraints, there is very little margin for error. Our knowledge of the City's events and having successfully produced them many times should give the City's selection committee peace of mind that they will be in great hands with our team. Working with many municipalities has prepared us well for events of all types and sizes. We are comfortable setting up any event from 50 attendees to 10,000+ with national act riders, and are extremely prepared for difficult load-in's / having to battle the outdoor elements (rain, wind, etc.). As members of the City's event team know – we thrive in these situations and we are familiar with running events in bad weather where our equipment can sometimes get damaged. We always take this adversity in stride, and always arrive with extra equipment to replace the broken gear when these situations arise.

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

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

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

## RFP 2024-021 Sound, Stage and Lighting Services

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

**Helder Balisa** has been a Video and Lighting engineer for over 15 years. He is an expert video mapper with programs like NOVA LCT, Resolume and Playback Pro and he has been the crew lead setting up LED Video Walls of all sizes for the last 10 years. In addition to his LED Video Wall prowess, Helder is an elite lighting designer & operator – running lighting consoles of all types and fixtures of all brands to bring together amazing light shows that leave many of our national acts inquiring about hiring him to go on tour with them.

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

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

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

**E. AOS Accomplishments** - As mentioned elsewhere in our proposal, we have been servicing the AV needs for a large handful of cities for several years. In an industry where we are "only as good as our last job", our municipalities continue to praise our work and renew their contracts with us annually, demonstrating the ease of working with us and the quality of our production. Every year more municipal and private clients hire us and continue to use us, which is another product of our quality work, fair pricing and ease of doing business. We strongly urge you to reach out to our references to learn more about our body of work (see references below in section F).

- AOS has managed 4+ Municipal July 4<sup>th</sup> events each of the last three years with zero issues
- AOS handles roughly 7-10 national act performances per year, all of which have been very successful performances
- AOS has been told by part-time and full-time employees that we are the best production company to work for in South Florida
- AOS has an amazing local reputation ([please check our google reviews and speak to our references](#))

**Tab V**  
**Experience, Ability and References (Cont'd)**

**F. Client References** (see Pages 12+13 for Letters of Recommendation)

- i. Organization Name: **City of Boca Raton**
- ii. Contact Name: **Amy DiNorscio** – Amphitheater and Community Events Manager for the City of Boca
- iii. Address: **590 Plaza Real, Boca Raton, FL 33432**
- iv. Phone: **(561) 393-7984**
- v. Date of Service: **2018 – Present Day**
- vi. Total amount of Contract: **\$100,000-\$200,000 Annually**
- vii. Scope of Work: **Contracted A/V vendor for City of Boca Raton.** We provide the production services (sound, lighting, staging, video walls, etc.) for events run by the City of Boca Raton.
  
- i. Organization Name: **City of Fort Lauderdale**
- ii. Contact Name: **Todd Stilphen** – Community Program Manager for the City of Fort Lauderdale
- iii. Address: **701 S Andrews Ave, Fort Lauderdale, FL 33316**
- iv. Phone: **(954) 828-5408**
- v. Date of Service: **2015 – Present Day**
- vi. Total amount of Contract: **\$100,000-\$200,000 Annually**
- vii. Scope of Work: **Contracted A/V vendor for the City of Fort Lauderdale.** We provide the production services (sound, lighting, staging, video walls, etc) for events run by the City of Fort Lauderdale.
  
- i. Organization Name: **City of Deerfield Beach**
- ii. Contact Name: **Liz Ricci** – Superintendent of Community Events for the City of Deerfield Beach
- iii. Address: **401 SW 4th St A, Deerfield Beach, FL 33441**
- iv. Phone: **(954) 480-4429**
- v. Date of Service: **2018 – Present Day**
- vi. Total amount of Contract: **\$50,000 - \$75,000 Annually**
- vii. Scope of Work: **Primary A/V vendor for the City of Deerfield Beach.** We provide the production services (sound, lighting, staging, video walls, etc.) for events run by the City of Deerfield.
  
- i. Organization Name: **AEG Presents**
- ii. Contact Name: **Scott Gartner** – Talent Booker / Director of Corporate Events
- iii. Address: **1800 S Australian Ave STE 100, West Palm Beach, FL 33409**
- iv. Phone: **(561) 681-5619**
- v. Date of Service: **2018 – Present Day**
- vi. Total amount of Contract: **\$75,000 - \$150,000 Annually**
- vii. Scope of Work: **Primary A/V Vendor in South Florida.** We provide the sound, lighting, staging, video walls, and technician services for various events throughout South Florida. AEG is one of the largest promoters in the world, and we are used throughout the year for various events that don't bring touring production.
  
- i. Organization Name: **City of Delray Beach**
- ii. Contact Name: **Nan Krushinski** – Special Events Administrator
- iii. Address: **50 NW 1<sup>st</sup> Avenue, Delray Beach, FL 33444**
- iv. Phone: **(561) 243-6209**
- v. Date of Service: **2017 – Present Day**
- vi. Total amount of Contract: **\$50,000 – \$100,000 Annually**
- vii. Scope of Work: **Primary A/V Vendor for City of Delray Beach.** We provide the production services (sound, lighting, staging, video walls, etc.) for events run by the City of Delray.
  
- i. Organization Name: **City of Coral Springs**
- ii. Contact Name: **Debbie Hamilton** – Events Administrator
- iii. Address: **9500 W Sample Road, Coral Springs, FL 33065**
- iv. Phone: **(954) 344-1058**
- v. Date of Service: **2021 – Present Day**
- vi. Total amount of Contract: **\$35,000 - \$75,000 Annually**
- vii. Scope of Work: **Primary A/V Vendor for City of Coral Springs.** We provide the production services (sound, lighting, staging, video walls, etc.) for events run by the City of Coral Springs.





## Tab VI Equipment and Additional Services (Cont'd)

### **Additional Services:**

As you will hear from our references, All On Stage Productions does a wonderful job producing every event we are a part of, largely the result of the excellent equipment and best-in-class technicians we provide to every show. In addition to the physical production of the event, there are plenty of other services we provide for our clients, (many of which don't actually show up on the invoice!) but we pride ourselves on putting in the effort to make life as easy as possible for our clients and produce the best event possible. These services include:

**Advancing Full Production with City & Artists** – Leading up to every show, Dan or another staff member proactively connects with the City to be sure everyone is on the same page about all event details (which often evolve) to ensure the event will be successfully produced. Dan also always takes the initiative to reach out to every artist before each show, which can be fairly time intensive especially with festival-style line-ups. We ask all artists what their needs are and confirm what we are bringing to support them - everything from the front-of-house PA system, the type of monitors and microphones on stage, the lights that will be on site, as well as who our technician(s) will be. We also offer them the opportunity to connect with our technicians in advance if they'd like to. From there, we coordinate the load-in schedule and sound-check times to be sure everyone is prepared and on the same page.

**Additional Labor Services** – AOS also has the capability to handle other aspects of events that are not specified within our production contracts. These services include very important (but often overlooked) specialties like FOH Services (ushers / ticket checkers / greeters), Stage Management (a dedicated staff member to making sure band changeovers happen on time and smoothly), as well as Videographers / Photographers.

**Providing Specialty Equipment** – AOS has various additional "FX" items that can be used to enhance an event. These include Confetti Machines, Fog Machines, CO2 Tanks, and others. For major holidays or other large events, the Cities we service have special off-contract requests that we always do our best to accommodate. If there is any gear that we do not have, we have wholesale relationships with other specialty-equipment companies and can usually source the equipment at an excellent price.

As expressed elsewhere in this proposal, All On Stage takes tremendous pride in creating successful events for the City of Delray Beach. If selected, we will continue to positively execute all of the City's events as well as continue to take care of all of the behind-the-scenes work (as we always have) that is required to make these events seamless. These other efforts include (but are not limited to): **1) emphasizing communication and advancing/planning** every show with both the City and the Performers; **2) testing equipment + building an inventory list** (see Exhibit 4, Page 18) before each event; and **3) carefully staffing each event** to ensure the best personnel for the particular show are assigned, respectively, and giving them all of the pertinent information so that they are able to perform at their best.

**Tab VII**  
**Fee Proposal**

--- **NOTE: Prices below are an educated estimate for each event with limited detail.** For example, the times of the event or other specific details may impact pricing.

--- **NOTE: Annual Inflation Increase** - Pricing to be increased by 3.5% across all items in this proposal one year (365 days) from start of contract as an inflation adjustment across all fee items. The same 3.5% increase will be implemented each subsequent year afterwards as well.

**\*Additional Note:** Large concert sound systems require at least 2 Audio engineers. One engineer to manage the Front-of-House sound (what the audience hears), and a second engineer to manage the Monitor world sound (the stage / band's sound). These are important duties to separate to ensure everything sounds great and runs smoothly because one technician cannot efficiently troubleshoot complications on stage while properly managing the show at Front of House.

**\*\*Additional Note 2:** All Video Walls require Video technicians for mapping / programming / managing video content. It is not included in the pricing below because it is not specified in the RFP.

**St Patrick's Day**

**3.2(D)** Large concert Sound System - **\$3,600**  
**3.2(G)** Audio Technician Services (**2 Techs**, 10 hours each, \$55/hr) - **\$1,100**  
**3.3(C)** Concert Quality Lighting System - **\$2,500**  
**3.3(E)** Lighting Technician (1 Tech, 10 hours, \$55/hr) - **\$550**  
**3.4(4)** 30' x 20' Gable Top Roof Cover - **\$1,200**  
**3.4(B)** Stagehands (4 hands, 12 hours each, \$36/hr) - **\$1,728**  
**3.5(A)** LED Video Wall 16'x10' [Goal Post] - **\$3,200**  
**TOTAL - \$13,878**

**Pride Festival and Concert**

**3.2(D)** Large concert Sound System - **\$3,600**  
**3.2(G)** Audio Technician Services (**2 Techs**, 10 hours each, \$55/hr) - **\$1,100**  
**3.3(C)** Concert Quality Lighting System - **\$2,500**  
**3.3(E)** Lighting Technician (1 Tech, 10 hours, \$55/hr) - **\$550**  
**3.4(4)** 30' x 20' Gable Top Roof Cover - **\$1,200**  
**3.4(B)** Stagehands (4 hands, 12 hours each, \$36/hr) - **\$1,728**  
**3.5(A)** LED Video Wall 16'x10' [Goal Post] - **\$3,200**  
**TOTAL - \$13,878**

**July 4<sup>th</sup> Celebration**

**3.2(D)** Large concert Sound System - **\$3,600**  
**3.2(G)** Audio Technician Services (**2 Techs**, 10 hours each, \$55/hr) - **\$1,100**  
**3.3(C)** Concert Quality Lighting System - **\$2,500**  
**3.3(E)** Lighting Technician (1 Tech, 10 hours, \$55/hr) - **\$550**  
**3.4(4)** 30' x 20' Gable Top Roof Cover - **\$1,200**  
**3.4(B)** Stagehands (4 hands, 12 hours each, \$36/hr) - **\$1,728**  
**3.5(A)** LED Video Wall 16'x10' [Goal Post] - **\$3,200**  
**TOTAL - \$13,878**

**Veterans Day**

**3.2(D)** Large concert Sound System - **\$3,600**  
**3.2(G)** Audio Technician Services (**2 Techs**, 10 hours each, \$55/hr) - **\$1,100**  
**3.3(C)** Concert Quality Lighting System - **\$2,500**  
**3.3(E)** Lighting Technician (1 Tech, 10 hours, \$55/hr) - **\$550**  
**3.4(4)** 30' x 20' Gable Top Roof Cover - **\$1,200**  
**3.4(B)** Stagehands (4 hands, 12 hours each, \$36/hr) - **\$1,728**  
**3.5(A)** LED Video Wall 16'x10' [Goal Post] - **\$3,200**  
**TOTAL - \$13,878**

**Tab VII**  
**Fee Proposal (Cont'd)**

**100' Christmas Tree Lighting and Festivities**

**3.2(D)** Large concert Sound System - **\$3,600**  
**3.2(G)** Audio Technician Services (**2 Techs**, 10 hours each, \$55/hr) - **\$1,100**  
**3.3(C)** Concert Quality Lighting System - **\$2,500**  
**3.3(E)** Lighting Technician (1 Tech, 10 hours, \$55/hr) - **\$550**  
**3.4(4)** 30' x 20' Gable Top Roof Cover - **\$1,200**  
**3.4(B)** Stagehands (4 hands, 12 hours each, \$36/hr) - **\$1,728**  
**3.5(A)** LED Video Wall 16'x10' [Goal Post] - **\$3,200**  
**TOTAL - \$13,878**

**Holiday Parade**

**3.2(D)** Large concert Sound System - **\$3,600**  
**3.2(G)** Audio Technician Services (**2 Techs**, 10 hours each, \$55/hr) - **\$1,100**  
**3.3(C)** Concert Quality Lighting System - **\$2,500**  
**3.3(E)** Lighting Technician (1 Tech, 10 hours, \$55/hr) - **\$550**  
**3.4(4)** 30' x 20' Gable Top Roof Cover - **\$1,200**  
**3.4(B)** Stagehands (4 hands, 12 hours each, \$36/hr) - **\$1,728**  
**3.5(A)** LED Video Wall 16'x10' [Goal Post] - **\$3,200**  
**TOTAL - \$13,878**

**December Holiday Festivities**

**3.2(D)** Large concert Sound System - **\$3,600**  
**3.2(G)** Audio Technician Services (**2 Techs**, 10 hours each, \$55/hr) - **\$1,100**  
**3.3(C)** Concert Quality Lighting System - **\$2,500**  
**3.3(E)** Lighting Technician (1 Tech, 10 hours, \$55/hr) - **\$550**  
**3.4(4)** 30' x 20' Gable Top Roof Cover - **\$1,200**  
**3.4(B)** Stagehands (4 hands, 12 hours each, \$36/hr) - **\$1,728**  
**3.5(A)** LED Video Wall 16'x10' [Goal Post] - **\$3,200**  
**TOTAL - \$13,878**

**New Year's Eve**

**3.2(D)** Large concert Sound System - **\$3,600**  
**3.2(G)** Audio Technician Services (**2 Techs**, 10 hours each, \$55/hr) - **\$1,100**  
**3.3(C)** Concert Quality Lighting System - **\$2,500**  
**3.3(E)** Lighting Technician (1 Tech, 10 hours, \$55/hr) - **\$550**  
**3.4(4)** 30' x 20' Gable Top Roof Cover - **\$1,200**  
**3.4(B)** Stagehands (4 hands, 12 hours each, \$36/hr) - **\$1,728**  
**3.5(A)** LED Video Wall 16'x10' [Goal Post] - **\$3,200**  
**TOTAL - \$13,878**

**TBD Various Concerts**

**Small Sound System / Ribbon Cutting (1/2 Day)**

**3.2(D)** Small Sound System - **\$1,000**  
**3.2(G)** Audio Technician Services (**1 Tech**, 8 hours \$55/hr) - **\$440**  
**3.3(A)** Small Lighting System - **\$350**  
**3.3(E)** Lighting Technician (2 Techs [ONE FOR VIDEO], 8 hours, \$55/hr) - **\$440**  
**3.4(4)** 30' x 20' Gable Top Roof Cover - **\$1,200**  
**3.4(B)** Stagehands (4 hands, 10 hours each, \$36/hr) - **\$1,440**  
**3.5(A)** LED Video Wall 16'x10' [Goal Post] - **\$3,200**  
**TOTAL - \$8,070**



**Tab VII**  
**Fee Proposal (Cont'd)**

**Small Concert (1 Day)**

**3.2(B)** Small concert Sound System - **\$1,800**  
**3.2(G)** Audio Technician Services (**1 Tech**, 10 hours, \$55/hr) - **\$550**  
**3.3(A)** Small Lighting System - **\$350**  
**3.3(E)** Lighting Technician (1 Tech, 10 hours, \$55/hr) - **\$550**  
**3.4(4)** 30' x 20' Gable Top Roof Cover - **\$1,200**  
**3.4(B)** Stagehands (4 hands, 10 hours each, \$36/hr) - **\$1,440**  
**3.5(C)** LED Video Wall 10'x6' [Goal Post] - **\$2,000**  
**TOTAL - \$7,890**

**Medium Concert (1/2 Day)**

**3.2(C)** Medium concert Sound System - **\$2,500**  
**3.2(G)** Audio Technician Services (**1 Tech**, 8 hours, \$55/hr) - **\$440**  
**3.3(B)** Medium Lighting System - **\$750**  
**3.3(E)** Lighting Technician (1 Tech, 8 hours, \$55/hr) - **\$660**  
**3.4(4)** 30' x 20' Gable Top Roof Cover - **\$1,200**  
**3.4(B)** Stagehands (4 hands, 10 hours each, \$36/hr) - **\$1,440**  
**3.5(A)** LED Video Wall 16'x10' [Goal Post] - **\$3,200**  
**TOTAL - \$10,190**

**Medium Concert (1 Day)**

**3.2(C)** Medium concert Sound System - **\$2,500**  
**3.2(G)** Audio Technician Services (**1 Tech**, 12 hours, \$55/hr) - **\$660**  
**3.3(B)** Medium Lighting System - **\$750**  
**3.3(E)** Lighting Technician (1 Tech, 12 hours, \$55/hr) - **\$660**  
**3.4(4)** 30' x 20' Gable Top Roof Cover - **\$1,200**  
**3.4(B)** Stagehands (4 hands, 10 hours each, \$36/hr) - **\$1,440**  
**3.5(A)** LED Video Wall 16'x10' [Goal Post] - **\$3,200**  
**TOTAL - \$10,410**

**Large Concert (1/2 Day)**

**3.2(D)** Large concert Sound System - **\$3,600**  
**3.2(G)** Audio Technician Services (**2 Techs**, 8 hours each, \$55/hr) - **\$880**  
**3.3(C)** Concert Quality Lighting System - **\$2,500**  
**3.3(E)** Lighting Technician (1 Tech, 8 hours, \$55/hr) - **\$440**  
**3.4(4)** 30' x 20' Gable Top Roof Cover - **\$1,200**  
**3.4(B)** Stagehands (4 hands, 12 hours each, \$36/hr) - **\$1,728**  
**3.5(B)** LED Video Wall 21'x12' [Goal Post] - **\$4,600**  
**TOTAL - \$14,948**

**Large Concert (1 Day)**

**3.2(D)** Large concert Sound System - **\$3,600**  
**3.2(G)** Audio Technician Services (**2 Techs**, 10 hours each, \$55/hr) - **\$1100**  
**3.3(C)** Concert Quality Lighting System - **\$2,500**  
**3.3(E)** Lighting Technician (1 Tech, 10 hours, \$55/hr) - **\$550**  
**3.4(4)** 30' x 20' Gable Top Roof Cover - **\$1,200**  
**3.4(B)** Stagehands (4 hands, 12 hours each, \$36/hr) - **\$1,728**  
**3.5(B)** LED Video Wall 21'x12' [Goal Post] - **\$4,600**  
**TOTAL - \$15,278**

**TOTAL FEE PROPOSAL PER EVENTS LISTED IN RFP 2024-021: \$177,810**

All On Stage Productions – City of Delray  
RFP 2024-021 Sound, Stage and Lighting Services



**Tab VII**  
**Fee Proposal (Cont'd): Additional**  
**Pricing Requested per RFP 2024-**  
**021 Section 3 "Scope of Services"**

	Unit of Measure	Price
<b><u>Sound Systems (1-Day Rate)</u></b>		
Small Sound System	EA	\$ 1,000
Small Concert Sound System	EA	\$ 1,800
Medium Concert Sound System	EA	\$ 2,500
Large Concert Quality Sound System	EA	\$ 3,600
Concert Quality Sound System Backline Package	EA	\$ 540
<b><u>Additional Band Gear (1-Day Rate)</u></b>		
DJ Coffin #1 (CDJs and Pioneer DJM w/ Serato)	EA	\$ 250
DJ Coffin #2 (Turntables and Pioneer DJM w/ Serato)	EA	\$ 375
DAS Aero-12a Line Array Cabinets (individual)	EA	\$ 200
Double 18" (Meyer / JBL / dB) Subwoofer Cabinets (individual)	EA	\$ 250
Lab Gruppen Power Amps	EA	\$ 125
JBL 15" Speakers	EA	\$ 200
JBL Powered 18" Subs (single 18s)	EA	\$ 110
K&M Mic Stands	EA	\$ 10
Wired Mics (as listed in RFP)	EA	\$ 15
Shure ULXD Wireless Mic Units w/ Paddles	EA	\$ 125
CBI 12ch Drop Snakes	EA	\$ 25
Reels of Shielded CAT5 (100-200ft)	EA	\$ 45
32ch Split Snakes (50ft tails)	EA	\$ 35
Pioneer CDJ 2000s (individual)	EA	\$ 100
Pioneer S9 DJMs	EA	\$ 100
Lex 100-Amp 3-Phase Pagodas	EA	\$ 175
2/0 AWG Copper 3-Phase Feeder Cabling (50ft)	EA	\$ 85
Technic Turntables (individual)	EA	\$ 175
Behringer Headphone Amps (P2s)	EA	\$ 15
Shure PSM900 In-Ear-Monitors	EA	\$ 150
<b><u>Labor</u></b>		
Sound Tech Services	HR	\$ 55
Lighting Tech Services	HR	\$ 55
Video Tech Services	HR	\$ 55
Stage Hands	HR	\$ 36
<b><u>Lighting Systems (1-Day Rate)</u></b>		
Small Lighting System	EA	\$ 350
Medium Lighting System	EA	\$ 750
Concert Quality Lighting System	EA	\$ 2,500
<b><u>Additional Lighting</u></b>		
Ablelite ADA715Z Moving LED Wash	EA	\$ 100
Ablelite EVA180s Moving LED Spots	EA	\$ 100
Ablelite ADA132B Moving LED Beams	EA	\$ 100
Robe Robin Pointe Moving LED Beam / Spots	EA	\$ 200
18x18w IP65 LED Pars RGBWYP 10ch/6ch Modes	EA	\$ 25
4-6 Light AUD LED Blinders	EA	\$ 100
10' Aluminum Box Trussing Section	EA	\$ 25
8' Aluminum Box Trussing Section	EA	\$ 25
6' Aluminum Box Trussing Section	EA	\$ 25
4' Aluminum Box Trussing Section	EA	\$ 25
Steel Box-Truss Base plates w/ Wheels	EA	\$ 35
Outriggers for Box-Truss Base Plates	EA	\$ 5
Black DMX Cabling (1,400ft lot)	EA	\$ 220
Black Powercon Cabling (1,200ft lot)	EA	\$ 200
Chauvet Data Stream 4 DMX Splitters	EA	\$ 40
WDMX - Blackbox F2 G6 Wireless DMX TX / RX	EA	\$ 150
Chauvet Hurricane Haze Machines	EA	\$ 125
Chauvet Haze Fluid (1-Gallon)	EA	\$ 50
Avolite Tiger Touch II Lighting Console	EA	\$ 400
<b><u>Staging (w/ Skirt, Stairs + Stair Handrails and Monitor Wing as needed)</u></b>		
20'w x 16' x 1-3'h Stage	EA	\$ 1,200
16'w x 8' x 1-3'h Stage	EA	\$ 500
8'w x 8' x 1-2'h Riser	EA	\$ 250
<b><u>Note: Staging built with Non-Slip Aluminum-Frame Wooden Decks (BLACK)</u></b>		
<b><u>Video</u></b>		
16' x 8' Video Screen	EA	\$ 3,200
21' x 12' Video Screen	EA	\$ 4,600
10' x 6' Video Screen	EA	\$ 2,000
60" Television (Truss Supported w/ Dress Kit + Cabling)	EA	\$ 450
10' x 7' Projection Screen w/ Frame/Dress Kit + Projector	EA	\$ 950
<b><u>Note: All Gear listed in "Additional Requirements" Section 3.5(a) are in AOS inventory</u></b>		
<b><u>Backline Equipment</u></b>		
88-Key Weighted Yamaha Motif XS8 w/ Sustain	EA	\$ 210
Roland RD700 Keyboard	EA	\$ 200
Pearl Export 5-Piece Drum Kit	EA	\$ 240
American Fender Stratocaster Guitar	EA	\$ 175
Fender Deluxe Reverb Guitar Amp	EA	\$ 90
Hartke 4x10 Bass Cabinet w/ GK Bass Head	EA	\$ 120

All On Stage Productions – City of Delray  
RFP 2024-021 Sound, Stage and Lighting Services



Section VII  
EXHIBITS

EXHIBIT 1: Letters of Recommendation

Letter of Recommendation - All On Stage Productions External Inbox x

DiNorscio, Amy <ADiNorscio@ci.boca-raton.fl.us> Tue, Jul 26, 2022, 9:14 AM ★ ↩ ⋮  
to me ▾

To Whom It May Concern,

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

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

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

**Amy DiNorscio, CVP | Amphitheater and Community Events Manager**  
City of Boca Raton, Mizner Park Amphitheater  
201 W. Palmetto Park Road, Boca Raton, FL 33432  
P 561-393-7984 | [ADiNorscio@myboca.us](mailto:ADiNorscio@myboca.us)

City of Deerfield Beach  
150 NE 2<sup>nd</sup> Avenue  
Deerfield Beach, FL 33441

954.480.4200  
[www.dfb.city](http://www.dfb.city)



To Whom it May Concern,

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

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

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

Liz Ricci  
Superintendent of Community Events  
954-480-4429

**Section VII  
EXHIBITS**

**EXHIBIT 1: Letters of Recommendation (Cont'd)**



To whom it may concern:

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

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

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

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



(561) 681-5619  
Cell: (561) 889-2609  
[sgartner@aegpresents.com](mailto:sgartner@aegpresents.com)  
1800 Australian Avenue South, Suite 201  
West Palm Beach, Florida 33409  
[www.aegworldwide.com](http://www.aegworldwide.com)

All On Stage Productions – City of Delray  
RFP 2024-021 Sound, Stage and Lighting Services



**Section VII  
EXHIBITS**

**EXHIBIT 2: AOS Production for National Acts**

RELEVANT NATIONALS (LAST FIVE YEARS)						
Artist	Date	Location	Concert Sound	Concert Lights Show	LED Video Wall	Attendance
Amore 4Ever	3/5/22	Lynn University (Boca Raton)	X	X		600
Artikal Sound System	11/5/22	Mizner Amphitheater (Boca Raton)	X	X	X	2500
Barry Gibb (the Bee Gees)	11/23/19	Boca Resort (Boca Raton)	X	X	X	750
Bel Biv Devoe	8/20/21	Mills Pond Park (Fort Lauderdale)	X	X	X	7500
Blood Sweat and Tears	5/25/19	Fort Lauderdale Beach	X	X	X	10000
Chante Moore	2/23/19	Sistrunk Blvd (Fort Lauderdale)	X	X	X	5000
Chico the Virgo	8/18/23	Mills Pond Park (Fort Lauderdale)	X	X	X	5000
Christine Andreas & Martin Sylvestri	11/14/22	Lynn University (Boca Raton)	X	X		750
Cheap Trick	1/26/24	Old School Square (Delray Beach)	X	X	X	1500
Flo Rida	7/4/24	Fort Lauderdale Beach	X	X	X	75000
France Joli	11/12/22	Mizner Amphitheater (Boca Raton)	X	X		3300
Heat Wave	11/12/22	Mizner Amphitheater (Boca Raton)	X	X		3300
Keith Sweat	2/26/22	Sistrunk Blvd (Fort Lauderdale)	X	X	X	5000
LFO	6/12/22	Gateway Park (Sunny Isles)	X	X	X	2700
Lee Greenwood	7/4/19	Fort Lauderdale Beach	X	X		5000
Little Stranger	11/4/23	Mizner Amphitheater (Boca Raton)	X	X	X	2500
Lonestar	5/29/21	Fort Lauderdale Beach	X	X		2000
MAX	7/4/19	Delray Beach (A1A + Atlantic)	X	X		10000
Michel'e	2/24/24	Sistrunk Blvd (Fort Lauderdale)	X	X	X	10000
Mickey Dolenz (the Monkees)	12/16/22	Old School Square (Delray Beach)	X	X	X	2200
Montell Jordan	2/26/22	North Miami	X	X	X	3500
Musiq Soulchild	2/26/22	North Miami	X	X	X	3500
Mya	8/19/22	Mills Pond Park (Fort Lauderdale)	X	X	X	10000
Naughty By Nature	8/20/21	Mills Pond Park (Fort Lauderdale)	X	X	X	7500
Next	2/26/22	North Miami	X	X	X	3500
O-Town	6/12/22	Gateway Park (Sunny Isles)	X	X	X	2700
Raheem DeVaughn	2/26/22	Sistrunk Blvd (Fort Lauderdale)	X	X	X	5000
Ruben Studdard	8/19/22	Mills Pond Park (Fort Lauderdale)	X	X	X	10000
Sugar Hill Gang	3/23/24	Mizner Amphitheater (Boca Raton)	X	X		3000
Tank	8/19/22	Mills Pond Park (Fort Lauderdale)	X	X	X	10000
Tavares	11/12/22	Mizner Amphitheater (Boca Raton)	X	X		3300
The B-52s	7/4/22	Fort Lauderdale Beach	X	X	X	10000
The Trammps	11/12/22	Mizner Amphitheater (Boca Raton)	X	X		3300
Valerie Lemon	2/12/22	Lynn University (Boca Raton)	X	X		500
Vanilla Ice	2/25/21	Vanilla Ice Residence (Wellington)	X	X		1000

## Section VII EXHIBITS

### EXHIBIT 3: AOS Key Testimonials from National Acts

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

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

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

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

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

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

The Event was a complete success due in part to the professionalism of this excellent Company and their Staff.

If you are looking for a Production Company that delivers the goods contact Dan Fryburg at All On Stage. You will not be disappointed.

#### **Chuck Quon (Road Manager for Vanilla Ice)**

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

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

#### **Brad Fischetti (Member of LFO)**

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

#### **Tommaso Giuseppe (Tour Manager for Naughty by Nature)**

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

#### **Chris Rutherford (Production Manager for Cameo)**

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



## EXHIBITS

### EXHIBIT 4: Delray Beach Old School Square Concert – Sample Pack List

#### Front of House Sound System:

- 10 DAS Aero-12a Line Array Cabinets (4 per side, 2 Centerfills)
- 4 dB B2 double 18" Subs (4 per side)
- 10 Powercon-to-Powercon Jumper Cables (3ft each)
- 10 XLR Jumper Cables (3ft each)
- 6 Powercon-to-Edison Cables (75ft each)
- 10 XLR Cables (50ft each)
- 10 NL4 Cables (100ft each)
- 4 LabGruppen FP14000 Poweramps (7000 watts per)
- 2 powered JBL 15" Front Fill Speaker Cabinets
- Midas M32 Digital Mixing Console (32ch.)
- Extension Cabling for FOH power (100ft cable)
- HP Laptop min 7th Gen Processor w/ Music Playlists
- 2 1/8" to XLR Adapter (1 as backup)

#### MON / Stage System:

- Midas M32 Digital Mixing Console (32ch.)
- Midas DL32 Digital I/O Snake Box
- Shielded CAT5 Reel (200ft)
- 3 Shielded CAT5 Cables (15ft each)
- Router
- 32ch. 2-Way Splitter Snake (50ft tails + 25ft tails)
- 8 EV ZLX12P Monitor Wedges
- 16 IEC (d-plugin) cables (3ft each) for monitors, consoles, Amps, and microphones
- 6 Shure SM58 Wired Vocal Microphones
- 6 Shure SM57 Wired Instrument Microphones
- 4 Sennheiser e604 Tom (drum) Mics
- 2 AKG P2 Overhead Condenser (Drum) Microphones
- 1 Shure Beta 52 Kick Drum Microphone
- 1 Shure Beta 91 Kick Drum Microphone
- 2 Sennheiser e609 Guitar Mics
- 4 Shure ULXD/SLX Handheld Wireless Microphones (SM58 / Beta 58 capsules) w receivers and belt packs and Power Distribution (in a stage rack)
- 2 Shure UA Active Wireless Microphone Paddles
- 8 Tall Boom Mic Stands (K&M or Gator, etc)
- 4 Mini Boom Mic Stands (w/ heavy base)
- 6 Tall Straight Stands (w/ heavy base)
- 20 XLR Cables (25ft each)
- 5 XLR Cables (15ft each)
- 5 XLR Cables (50ft each)
- 2 12ch CBI Drop Snakes (75ft each)
- 15 Extension Cables (25ft each)
- 10 Extension Cables (50ft)
- 2 1/4" Cables (15-25ft each)
- 6 Direct Input Boxes
- 6 Triple-Tap (three way) Power Splitters
- 4 Power Strip Surge Protectors

#### Miscellaneous:

- 4 4ft (L) x 3ft (H) x 2.5ft (W) Rolling Road Cases for cabling, snakes, Cable Ramps, and Mic stands
- 2 Midas M32 Gator Hard (Rolling) Road Case
- Gator "Suitcase" Case for Snake
- Gator Microphone Locker Case
- Hard Case for SM58s and SM57s
- Soft cases for each individual microphone
- 8 20ft x 20ft Tarps + Tarp Clips
- 20 Heavy Duty Three-Channel Cable Ramps (in case City ramps are not available)
- 2 6ft Black Fold Out Tables
- 1 Heavy Duty 10' x 10' pop-up tents
- LEX Three-Phase Pagoda Power Distribution Box
- 250ft 2/0 Gauge Copper three phase feeder cabling (five 50ft runs, one for each phase + ground + neutral)
- 8 heavy sand bags (for FOH tent)
- Case of Extra AA Batteries (25 batteries)

## Section VII EXHIBITS

### EXHIBIT 5: Previous City of Delray Event Examples (# Years AOS Has Produced)

#### Delray OSS Concerts (Last 3 Years):

- Medium Concert Sound System
- Concert Lighting Show
- Technicians + Hands
- Delivery / Setup / Breakdown / Removal



#### Delray Beach 100' Tree Lighting (Last 8 Years):

- 1 Large Concert Sound System
- 3 Small Concert Sound Systems
- Technicians + Hands
- Great Lawn Xmas Music Sound System (+FM Transmitting)



#### Delray Beach Open Tennis Tourn (Last 8 Years):

- 1 Concert Sound System (Stadium)
- Multiple Small Concert Sound Systems (Small Courts + Audience areas + VIP) w/ FM Transmitting
- Technicians + Hands
- Delivery / Setup / Breakdown / Removal



#### Delray July 4 Concert (Last 5 Years):

- Concert Sound System
- Concert Lighting Show
- Mobile Stage
- Technicians + Hands
- Delivery / Setup / Breakdown / Removal





## **Section VIII**

### **Attachments**

**Please refer to the following pages for all the completed and signed attachments related to this RFP. Thank you.**

### FORM 3 – SCRUTINIZED COMPANIES CERTIFICATION

Respondent Vendor Name: BFAV, LLC dba All On Stage Productions

Vendor FEIN: 82-1877303

Vendor's Authorized Representative Name and Title: Dan Fryburg, Owner

Address: 500 NE 28th CT

City: Pompano Beach State: FL Zip: 33064

Phone Number: 561-750-4070

Email Address: sales@allonstage.com

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for products or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certified By:   
AUTHORIZED SIGNATURE

Print Name and Title: Dan Fryburg, Owner

Date: 3/26/2024

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>BFAV LLC</b>	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ <b>P</b> <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) <b>500 NE 28th Ct</b>	Requester's name and address (optional)
	6 City, state, and ZIP code <b>Pompano Beach, FL 33064</b>	
	7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

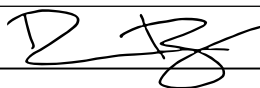
Social security number									
			-				-		
or									
Employer identification number									
8	2	-	1	8	7	7	3	0	3

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign Here** Signature of U.S. person ▶ 

Date ▶ **2/1/2022**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

- Form 1099-C (canceled debt)

- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>1</sup>  The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>*</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

**\*Note.** Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

List below the dates of issue for each addendum received in connection with this solicitation:

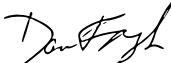
- Addendum #1, Dated \_\_\_\_\_
- Addendum #2, Dated \_\_\_\_\_
- Addendum #3, Dated \_\_\_\_\_
- Addendum #4, Dated \_\_\_\_\_
- Addendum #5, Dated \_\_\_\_\_
- Addendum #6, Dated \_\_\_\_\_
- Addendum #7, Dated \_\_\_\_\_
- Addendum #8, Dated \_\_\_\_\_
- Addendum #9, Dated \_\_\_\_\_
- Addendum #10, Dated \_\_\_\_\_

PART II:

☒ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

BFAV, LLC dba All On Stage Productions

Firm Name



Signature

Dan Fryburg, Owner

Name and Title (Print or Type)

4/1/2024

Date

**PROPOSAL SUBMITTAL SIGNATURE PAGE**

By signing this Proposal, the Proposer certifies that it satisfies all legal requirements as an entity to do business with the City, including all Conflict of Interest and Code of Ethics provisions.

Firm Name:

BFAV, LLC dba All On Stage Productions

Street Address:

500 NE 28th Ct., Pompano Beach, FL 33064


Mailing Address (if different from Street Address):

Telephone Number(s): 561-750-4070

Fax Number(s): NA

Email Address: sales@allonstage.com

Federal Employer Identification Number: 82-1877303

Signature: 

(Signature of authorized agent)

Print Name: Dan Fryburg

Title: Owner

Date: 4/1/2024

By signing this document, the Proposer agrees to all terms and conditions of this solicitation and the resulting contract/agreement.

**THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL, FOR NOT LESS THAN 120 DAYS, AND THE PROPOSER'S UNEQUIVOCAL OFFER TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS SOLICITATION. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE, BY AN AUTHORIZED REPRESENTATIVE, SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS PROPOSAL.**



**CONFLICT OF INTEREST DISCLOSURE FORM**

The award of this contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Proposers must disclose within their Proposal: the name of any officer, director, or agent who is also an employee of the City of Delray Beach.

Furthermore, all Proposers must disclose the name of any City employee who owns, directly or indirectly, an interest of more than five percent (5%) in the Proposer's firm or any of its branches.

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

X To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this Proposal.

                     The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Proposal.

Acknowledged by:

BFAV, LLC dba All On Stage Productions

Firm Name



Signature

Dan Fryburg, Owner

Name and Title (Print or Type)

4/1/2024

Date

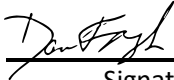
**NOTIFICATION OF PUBLIC ENTITY CRIMES LAW**

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity; may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-Proposer, 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 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

BFAV, LLC dba All On Stage Productions

Firm Name



Signature

Dan Fryburg, Owner

Name and Title (Print or Type)

4/1/2024

Date

**Notification of Public Records Law Pertaining to Public Contracts and Requests  
for Contractor Records Pursuant to Chapter 119, *Florida Statutes***

Pursuant to Chapter 119, *Florida Statutes*, Contractor shall comply with the public records law by keeping and maintaining public records required by the City of Delray Beach in order to perform the service. Upon request from the City of Delray Beach' custodian of public records, contract shall provide the City of Delray Beach with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes* or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract. If the Contractor does not transfer the records to the City of Delray Beach. Contractor upon completion of the contract, shall transfer, at no cost, to the City of Delray Beach all public records in possession of the Contractor or keep and maintain public records required by the City of Delray Beach in order to perform the service. If the Contractor transfers all public records to the City of Delray Beach upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City of Delray Beach, upon request from the City of Delray Beach' custodian of public records, in a format that is compatible with the information technology systems of the City of Delray Beach.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OFFICE OF THE CITY CLERK LOCATED AT 100 NW 1<sup>ST</sup> AVENUE, DELRAY BEACH, FLORIDA 33444, PHONE NUMBER (561) 243-7000, EMAIL ADDRESS: [JOHNSONK@MYDELRAYBEACH.COM](mailto:JOHNSONK@MYDELRAYBEACH.COM).**

**Acknowledged:**

BFAV, LLC dba All On Stage Productions

**Firm Name****Signature****Name and Title (Print or Type)** Dan Fryburg, Owner**Date** 4/1/2024

**DRUG-FREE WORKPLACE**

BFAV, LLC dba All On Stage Productions is a drug-free workplace and has  
(Company Name)  
a substance abuse policy in accordance with and pursuant to Section 440.102, *Florida Statutes*.

Acknowledged by:

BFAV, LLC dba All On Stage Productions

Firm Name



Signature

Dan Fryburg, Owner

Name and Title (Print or Type)

4/1/2024

Date

## NON-COLLUSION AFFIDAVIT

STATE OF Florida  
COUNTY OF Broward

Before me, the undersigned authority, personally appeared Domenic Garafola, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

- a. He/She is Owner of BFAV, LLC dba All On Stage Productions, the Proposer that has submitted a Proposal to perform work for the following:

RFP No.: 2024-021Title: Sound, Stage and Lighting Services

- b. He/She is fully informed respecting the preparation and contents of the attached Request for Proposals, and of all pertinent circumstances respecting such solicitation.

Such Proposal is genuine and is not a collusive or sham Proposal.

- c. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the solicitation and contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached Proposal or any other Proposer, or to fix any overhead, profit, or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City or any person interested in the proposed contract.
- d. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

\_\_\_\_\_  
SignatureSTATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5<sup>th</sup> day of APRIL, 2024 by DOMENIC GARAFOLA (name of person acknowledging).

Personally known ☒ OR Produced Identification  
Type of Identification Produced \_\_\_\_\_

Carlos V. Santos  
Notary Public – State of FLORIDA  
CARLOS V. SANTOS



**TRUTH – IN – NEGOTIATION CERTIFICATE**

The undersigned warrants (i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreement and (ii) that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

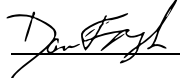
The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

(This document must be executed by a Corporate Officer.)

Name: Dan Fryburg

Title: Owner

Date: 4/1/2024

Signature: 

**Scrutinized Company Certification**

This certification is required pursuant to Florida State Statute Section 287.135.

As of July 1, 2011, a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more.

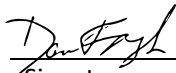
Companies must complete and return this form with its response.

Company. BFAV, LLC dba All On Stage Productions FID or EIN No. 82-1877303

Address. 500 NE 28th Ct.

City. Pompano Beach State. FL Zip. 33064

I, Dan Fryburg, as a representative of All On Stage Productions  
certify and affirm that this company is not on the Scrutinized Companies with Activities in Sudan List or  
the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

  
Signature \_\_\_\_\_ Owner  
Title \_\_\_\_\_

Dan Fryburg  
Printed Name \_\_\_\_\_ 4/1/2024  
Date \_\_\_\_\_

**CONDITIONS OF PURCHASE**

1. **ACCEPTANCE:** This order is for the purchase of goods and/or services (herein referred to as "the Articles" described on the front side herein). The Buyer's offer to the Seller and the Seller's acknowledgment to the Buyer shall constitute Seller's acceptance of such order including all of the terms and conditions herein set out. In the absence of such acknowledgement, commencement of delivery of the Articles and/or services and acceptance of such deliveries by Buyer shall constitute a firm contract on the terms and conditions hereof. This order is subject to the following terms and conditions and no others unless there is a signed agreement between the parties providing otherwise. In the event of a conflict, Buyer's terms and conditions prevail.
2. **WARRANTY-PRODUCT:** The Seller expressly warrants that the Articles shall be merchantable within the meaning of Articles 2-314 (2) of the Uniform Commercial Code as provided by Florida Law and in effect on the date of this order. In addition to all warranties which may be prescribed by law the Articles shall conform to specifications, drawing, and description and shall be free from defects in materials and workmanship. Seller also warrants that the extent the Articles are not manufactured pursuant to detailed designs furnished by Buyer, that they will be free from defects in design. Such warranties, including warranties prescribed by law shall run to Buyer, its successor, assigns, and customers, and to users of the Articles for a period of one (1) year after delivery unless otherwise stated.
3. **INDEMNITY AND INSURANCE:** (a) Seller shall defend, indemnify and hold Buyer, its employees, its customers and users of the purchased Articles, harmless from any property damage, personal injuries, or death arising out of Seller's (or its subcontractor's) work or performance hereunder and shall procure and maintain liability insurance, including contractual liability coverage, with minimum limits of \$300,000 combined single limits to be effective during period of warranty with such higher limits as Buyer shall reasonably request of Seller. Seller shall on or before delivery of the Articles purchased hereunder, furnish to Buyer a Certificate of Insurance evidencing the foregoing coverage and limits. (b) Seller shall defend, indemnify and hold Buyer harmless from the assessments by any third party of any liquidated damages or proven actual damages arising out of the failure of Seller to timely deliver the Articles purchased hereunder. (c) Seller shall defend, indemnify and hold harmless Buyer, its officers, directors, agents and employees from and against any and all damages, charges, losses, (including the cost of any Articles lost by libel, condemnation, or voluntary recall) actions, and proceedings brought by the United States of America, or any State government or any agency or instrumentality thereof against Buyer, its officers, directors, agents and/or employees or assigns on such Articles by reason of any claim or findings by and said public authority that any such Articles are not as herein guaranteed.
4. **TERMINATION:** (a) Buyer may terminate this order, in whole or in part without liability to Buyer, if deliveries are not made at the time and in the quantities specified or in the event of a breach or failure of any of the other terms or conditions hereof. (b) Buyer may terminate this order in whole or in part, at any time for its convenience, by noticing to Seller in writing. On receipt by Seller of such notice, Seller shall, and to the extent specified therein, stop work hereunder and stop the placement of subcontractors, terminate work under subcontracts outstanding hereunder, and take any necessary action to protect property in Seller's possession in which Buyer has or may acquire an interest. Any termination claim must be submitted to Buyer within sixty (60) days after

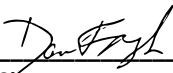


the effective date of the termination. (c) Any termination by Buyer, whether for default or otherwise, shall be without prejudice to any claims for damages or other rights of Buyer against Seller. (d) Buyer shall have the right to audit all elements of any termination claim and Seller shall make available to Buyer on request all books, records, and papers relating thereto.

5. **COMPLIANCE WITH LAWS:** Seller guarantees to Buyer that the Articles comply with all federal, state, and local laws, regulations, declarations, interpretations, and orders issued thereunder.
6. **CONTROLLING LAW:** This order and the performance of the parties hereunder shall be controlled and governed by the law of the State of Florida, and the venue shall be in Palm Beach County, Florida.
7. **GENERAL:** All warranties shall be construed as conditions as well as warranties. No waiver of a breach or any provision of this order shall constitute a waiver of any other breach or provision. No modification or change in, or departure from, or waiver of the provisions of this order shall be valid or binding unless approved by Buyer in writing. This order shall constitute the entire agreement between the parties. The Seller expressly agreed that any terms or conditions contained on any form or agreement other than this agreement, unless specifically agreed to otherwise by Seller and Buyer, which are not in full accord with the above stated agreement and its terms, shall be null and void.
8. **ALLOCATION OF RISK:** This risk for any damage to or destruction of the goods shall be borne by the Seller at all times until delivery to the control of the Buyer, which shall be the point at which the Buyer actually receives the goods for use and has accepted such.
9. **COURSE OF PERFORMANCE:** The fact that a party may accept or acquiesce in a course of performance under this agreement does not affect the meaning of this agreement even though the accepting/acquiescing party knows of the nature of the performance and has an opportunity to object to it. (With respect to this course of performance provision. any time an individual attempts to perform under the contract in a manner which is not in accord with the terms of the contract, the City must promptly object to the manner of performance.)
10. **PAST PRACTICES:** The previous customs and practices of the parties hereto shall not be deemed a waiver or modification of the terms hereof.
11. **REPAIRS - NON ACCEPTANCE:** If any of the goods are delivered in a defective or non-working condition, efforts of the Buyer to correct such defect shall not constitute an acceptance where commercially reasonable in extent and cost, so that the Buyer may still reject the goods where the attempt to repair has proved unsuccessful.
12. **PLACE OF DELIVERY:** The goods shall be delivered to the City of Delray Beach, Florida, at address as stated on front.
13. **INSPECTION GOODS:** The Buyer shall have the right to inspect all goods before accepting delivery or making payment therefore. If rejected, the goods will be returned at Seller's risk, and all handling and transportation expenses, both ways, will be borne by and assumed by Seller. When material has been rejected by Buyer and returned for replacement it is essential that Seller receive new shipping instructions from Buyer before making the replacement. Inspection and approval for acceptance shall be made by the appropriate user department. The expense of inspection shall be borne by the Buyer except as to goods which are properly rejected as non-conforming. Inspection shall be made within fourteen (14) calendar days of the delivery of goods.
14. **NOTICE OF DEFECTS:** It is expressly agreed that all claims for alleged damages or defective goods, shortage, or other cause shall be deemed waived unless made in

writing and sent by Buyer within twenty (20) calendar days after Buyer learns of the alleged defect, damage, shortage, or other cause giving rise to the claim, provided, however, that any defects incapable of discovery shall not be deemed waived by the provisions herein, and, provided further, that this provision shall not be deemed a waiver of any warranties set forth herein or in any modification to this agreement.

15. **FITNESS FOR PARTICULAR PURPOSE:** Buyer makes no warranties except as set forth herein, provided, however, that notwithstanding any other provisions to the contrary herein, Buyer may have sought the expertise of Seller with respect to the fitness for a particular purpose of the subject goods and in purchasing said goods, may have relied upon the representations of Seller as an expert with respect to the use of such goods. In that event, Seller hereby agrees that any document exhibiting a request by Buyer for goods for a particular purpose, a reliance by Buyer upon the expertise of Seller with respect to the use of the goods, or any other similar such request or reliance shall constitute a modification to the terms of this agreement which shall effect a warranty of fitness for a particular purpose.
16. **CONSEQUENTIAL DAMAGE:** Seller acknowledges that Buyer has informed him that the goods are to be used by Buyer and that failure of Seller to fulfill the terms of this contract may result in consequential damages to Buyer because of the intended use to be made of the goods to the Buyer.
17. **TAX EXEMPTION:** The City of Delray Beach is exempt from Federal Excise Taxes. Where tax applies invoice must show gross, price, amount of tax, net price. Exemption certificate will be signed upon request.

  
\_\_\_\_\_  
Signature