



**Cooper City Commission Meeting  
Agenda Item Request Form**

**Commission Meeting/Workshop Date:** 7/16/2019

**Requesting Department:** Administration

**Subject:** Motion to approve the engagement of Conceptual Communications, LLC.

**Section:**

*Presentation*

*Consent*

*Regular*

*Discussion*

**Background and Recommendation (attach backup material to Item Request Form):**

The role of Public Information Officer for the City is in the process of being vacated by Senior Administrative Specialist/PIO Michelle Alvarez. Instead of filling the role of Public Information Officer in house, staff recommends outsourcing the position to a professional marketing and public relations consulting firm.

Conceptual Communications, LLC will provide numerous PR functions to the City, including but not limited to, the preparation of press release and media material, consisted social media utilization, assistance on development of website upgrade, organize PSA and develop printed materials for the promotion of city programs, events, and amenities, as well as quantifying all efforts. The City lacks brand standards at this time. Conceptual Communications will assist in formalizing a Cooper City brand, developing a policy and assist in integrating these standards internally and externally.

A goal of the City Commission during the FY20 budget preparation is to reduce operating expenses. With Ms. Alvarez' departure from the City, as well as the elimination of an Administrative Specialist position in the Finance Department, and the engagement of Conceptual Communications, LLC, the City is reducing expenditures by roughly \$55,000.


Staff recommends the approval of an agreement with Conceptual Communications, LLC through a piggybacked contract with the City of Wilton Manors. Please see the attached.

**General Ledger Account Number(s) and Amount(s):**

\_\_\_\_\_

**Approvals:**

Finance Director 

City Manager 

City Clerk \_\_\_\_\_



## AGREEMENT

THIS IS AN AGREEMENT ("Agreement"), dated this \_\_\_\_ day of \_\_\_\_ 2019, by and between:

**CITY OF COOPER CITY**, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 9090 SW 50<sup>th</sup> Place, Cooper City, Florida 33328 ("**City**"),

and

**CONCEPTUAL COMMUNICATIONS, LLC**, a Florida limited liability company, located at 901 Progresso Drive, Suite 210, Fort Lauderdale, Florida 33304, hereinafter "**CONTRACTOR**," who is authorized to do business in the State of Florida.

City and CONTRACTOR may each be referred to herein as "party" or collectively as "parties".

**WHEREAS**, the City desires to enter into an agreement with the CONTRACTOR for the CONTRACTOR to provide marketing and public relations consulting services; and

**WHEREAS**, the City Code provides authority for the City to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process; and

**WHEREAS**, the parties wish to incorporate the terms and conditions of the Agreement for Marketing and Public Relations Consulting Services, between the CITY OF WILTON MANORS and the CONTRACTOR for the marketing and public relations related services dated September 13, 2016, ("Wilton Manors Agreement"). A copy of the Wilton Manors Agreement is attached hereto as **Exhibit "A"** and incorporated herein; and,

**WHEREAS**, the term of the Wilton Manors Agreement is from September 1, 2016, through and including August 31, 2021; and

**WHEREAS**, the Parties agree to add the provisions of this agreement to the Wilton Manors Agreement as set forth herein; and

**WHEREAS**, CONTRACTOR has agreed to honor the prices and terms and conditions of the Wilton Manors Agreement; and

**WHEREAS**, City desires to retain the services of CONTRACTOR by "piggybacking" the Wilton Manors Agreement; and



**WHEREAS**, the City has reviewed the scope of services of the competitively bid Wilton Manors Agreement, and has determined that it is an agreement that can be used by the City; and,

**WHEREAS**, at its meeting of \_\_\_\_\_, 2019, the City Commission approved this Agreement and authorized the proper City officials to execute this Agreement; an

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

**Section 1.** The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

**Section 2.** The prices, terms and conditions of the Wilton Manors Agreement shall govern the relationship between the City and CONTRACTOR, except as amended below:

- A. The Scope of Services for the Work (“Work”) to be performed under this Agreement shall be as set forth in the Wilton Manors Agreement, except said Work shall be performed in and for the City. The proposal for the Work is attached hereto as **Exhibit “B”**.
- B. The CONTRACTOR agrees at all times to indemnify, hold the City harmless and, at the City's option, defend or pay for any attorney selected by the City to defend the City, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, losses, liabilities, expenditures or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the City or any third party arising out of, or by reason of, or resulting from the CONTRACTOR's negligent acts, errors, or omissions.
- C. CONTRACTOR shall not commence the Work unless and until the requirements for insurance have been fully met by CONTRACTOR and appropriate evidence thereof, in the City’s sole discretion, has been provided to and approved by the City.
- D. All payments shall be governed by the Local Government prompt Payment Act as provided under §§218.70-.80, Florida Statutes.

**Section 3.** In all other respects, the terms and conditions of the Wilton Manors Agreement, are hereby ratified and shall remain in full force and effect under this “piggybacking” arrangement, as provided by the terms of this Agreement. All recitals, representations, and warranties of CONTRACTOR made in those documents are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein

**Section 4.** The term of this Agreement is effective upon approval by the City Commission, and shall remain in effect until August 21, 2021 unless sooner terminated.

**Section 5. Public Records.**

- A. Public Records: CONTRACTOR shall comply with The Florida Public Records Act as follows:
1. Keep and maintain public records in the CONTRACTOR's possession or control in connection with the CONTRACTOR's performance under this Agreement that ordinarily and necessarily would be required by the City in order to perform the service.
  2. Upon request by City's records custodian, provide City with a copy of 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.
  3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement.
  4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to City, at no cost to City, within seven days. All records stored electronically by CONTRACTOR shall be delivered to City in a format that is compatible with CITY's information technology systems. Once the public records have been delivered to City upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.
  5. CONTRACTOR'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-434-4300, KSIMS@COOPERCITYFL.ORG OR BY MAIL: CITY OF COOPER CITY – CITY CLERK'S OFFICE, 9090 SW 50<sup>TH</sup> PLACE, COOPER CITY, FL 33328.**

**Section 6. Scrutinized Companies.**

- A. CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the CONTRACTOR or its

subcontractors are found to have submitted a false certification; or if the CONTRACTOR, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

- B. If this Agreement is for more than one million dollars, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the CONTRACTOR , its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- C. The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

**Section 7.**     **Assignment.** Neither party may assign its rights or obligations under this Agreement without the written consent of the other.

**Section 8.**     **Notice.** Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For City:                     Kathryn Sims  
Interim City Manager  
City of Cooper City  
9090 SW 50th Place  
Cooper City, Florida 33328

Copy to:                     Jacob G. Horowitz, Esq.  
City Attorney  
Goren, Cherof, Doody, and Ezrol, P.A.  
3099 E. Commercial Boulevard, Suite 200  
Fort Lauderdale, Florida 33308

For CONTRACTOR: Laurie Menekou  
Conceptual Communications, LLC  
901 Progresso Drive, #210  
Fort Lauderdale, FL 33304  
(954) 732-0754

**Section 9. Severability.** This Agreement sets forth the entire agreement between CONTRACTOR and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

**Section 10. Governing Law/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute under this Agreement shall be an appropriate court of competent jurisdiction in Broward County, Florida.

(REMAINDER INTENTIONALLY LEFT BLANK)



IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

CITY OF COOPER CITY, a Florida municipal corporation

ATTEST:

BY: Kathryn Sims, Intern City Manager

BY: Jenna Montoya, Acting City Clerk

APPROVED AS TO LEGAL FORM:

BY: Jacob G. Horowitz, Esq.  
City Attorney

WITNESSED BY:

CONCEPTUAL COMMUNICATIONS, LLC, a Florida limited liability company

Lindsey K Minella

Lindsey K Minella  
Print name

Stephen C Smith

Stephen C Smith  
Print name

BY: Laurie Menekau  
Name: Laurie Menekau  
Title: owner

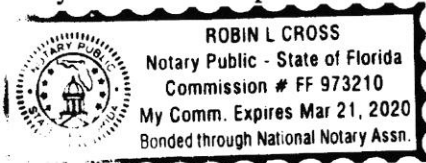
STATE OF FLORIDA )  
COUNTY OF BROWARD )

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Laurie Menekau owner of **Conceptual Communications, LLC**, and acknowledged that he has executed the foregoing instrument for the use and purposes mentioned in it and that the instrument is the act and deed of \_\_\_\_\_, as \_\_\_\_\_ of **Conceptual Communications, LLC**, and who is personally known to me or has produced FL DL as identification.

IN WITNESS WHEREOF, I have set my hand and seal in the State and County aforesaid this 26 day of June, 2019.

Robin L Cross  
NOTARY PUBLIC  
Robin L Cross  
Print or Type Name

My Commission Expires:



**AGREEMENT FOR MARKETING &  
PUBLIC RELATIONS CONSULTING SERVICES**

THIS AGREEMENT FOR MARKETING & PUBLIC RELATIONS CONSULTING SERVICES ("Agreement"), made and entered into this 13<sup>th</sup> day of ~~August~~ <sup>September</sup> 2016 by and between the CITY OF WILTON MANORS, FLORIDA, a municipal corporation of the State of Florida, hereinafter referred to as "CITY", and CONCEPTUAL COMMUNICATIONS, LLC a Florida limited liability company, hereinafter referred to as "CONSULTANT". CITY and CONSULTANT may each be referred to herein as "party" or collectively as "parties".

**WITNESSETH:**

WHEREAS, CITY has publicly announced a Request for Proposal seeking a consultant to provide a variety of marketing, public relations, communications and public affairs services (collectively, including but not limited to the aforesaid, "Services") pursuant to Request for Proposal No. 2016-11 ("Request for Proposal"); and

WHEREAS, CONSULTANT has submitted a responsive proposal which has been accepted by CITY to provide CITY with the Services, a detailed description is set forth in Exhibit A which is attached hereto and incorporated herein.

WHEREAS, CITY and CONSULTANT desire to enter into this Agreement to set forth the terms and conditions upon which CONSULTANT shall provide the Services.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. Definitions: The following terms shall have the meanings herein ascribed to them in A., B., and C. below:
  - A. City Manager shall mean the City Manager of the City of Wilton Manors, Florida, or his or her designee.
  - B. Deliverable Products shall mean any and all documents, information and other materials generated by CONSULTANT pursuant to this Agreement.
  - C. Project Scope of Services shall mean the range of Services to be performed by CONSULTANT pursuant to this Agreement. The Services shall include all necessary labor, materials, equipment, tools, consumables, transportation, skills and incidentals required to provide the Services. A more specific description of the Services is set forth within the CONSULTANT'S response to the Request for Proposal dated July 11, 2016, a copy of which is incorporated herein. CONSULTANT shall have properly trained personnel to accomplish a quality provision of the Services to the sole satisfaction of the City Manager. CONSULTANT shall provide the Services in strict conformance with the Request for Proposal. CONSULTANT covenants to strictly comply with all of the terms and conditions of the Request for Proposal. In the event of any conflict between the terms set forth in this Agreement and Request for Proposal, the terms and conditions set forth in this Agreement shall control.

2. **Schedule and Approval:** CONSULTANT shall provide each Project Scope of Services pursuant to a schedule approved, in writing, in advance, by the CITY. There is no minimum amount of Project Scope of Services guaranteed by this Agreement.

3. **Estimates of Work:** Services shall be mutually agreed upon in writing by the CONSULTANT and CITY in the form proposals to be attached to, and made part of, subsequently issued Purchase Orders.

4. **Compensation:** The compensation (whether based upon a negotiated lump sum, unit price, time and materials, hourly with a cap or some other mutually agreed-to format) contained in each separate Project Scope of Services shall be based on time reasonably expended by CONSULTANTS' personnel in performing the Services.

5. **Payment:** CONSULTANT shall submit its invoices for payment to CITY no more than once per month. Within thirty (30) days after receipt and review by CITY of a full, correct and complete invoice, CITY shall pay CONSULTANT the invoice amount. There is no guarantee as to the total cost of each or all Project Scope of Services to be provided by CONSULTANT to CITY during the term of this Agreement.

6. **Term:** The term of this Agreement shall commence on September 1, 2016, and shall continue for a three (3) - year period expiring at 11:59 p.m. on August 31, 2019 (the "Initial Term"). CITY may renew this Agreement for two additional two (2)-year period's on the same terms and conditions as the Initial Term, except there shall be no further extensions or renewals.

7. **Termination Without Default:** Both the City Manager and the CONSULTANT shall have the right at any time upon thirty (30) days written notice to CITY/CONSULTANT to terminate this Agreement hereunder for any reason whatsoever.

8. **Assignment:** CONSULTANT shall not assign, sell, or transfer any interest in this Agreement, without the prior written consent of the CITY, which consent may be withheld in the sole and absolute discretion of the CITY.

9. **Compliance with Applicable Law:** This Agreement shall be governed by the laws of the State of Florida. CONSULTANT covenants to promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the Services to be performed hereunder and in effect at the time of performance. CONSULTANT covenants that it will conduct no activity or provide any service that is unlawful or offensive.

10. **Disclaimer of Joint Venture:** CONSULTANT and CITY warrant and represent by the execution of this Agreement it is not the intent of the parties that this Agreement be construed or deemed to represent a joint venture or undertaking between CITY and CONSULTANT. CONSULTANT shall be solely responsible for the conduct of all activities and services provided by CONSULTANT as part of its business operations. While engaged in carrying out and complying with the terms of this Agreement, CONSULTANT is an independent contractor and

not an officer or employee of CITY. CONSULTANT shall not at any time or in any manner represent that it or any of its agents or employees are employees of CITY.

11. **Right of Inspection:** The City Manager shall have the right at all reasonable times during the term of this Agreement to inspect or otherwise evaluate the work being performed hereunder and the premises in which it is being performed.

12. **Ownership of Documents:/Public Records:**

12a. CONSULTANT shall protect, preserve and maintain all records pertaining to this Agreement pursuant to the provisions of Chapter 119, F.S., as amended from time to time. The CITY shall become the owner of the Deliverable Products upon satisfaction of any and all indebtedness to the CONSULTANT for all studies, sketches, tracings, drawings, data, computations, details, design calculations and other documents and plans that are required for or result from the CONSULTANT'S Services, with the exception of any propriety software used to generate the Deliverable Products.

12b. **Ownership of Documents.** Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY whether or not the project for which they are made is completed.

12c. **Records:** CONSULTANT shall keep books and records and require any and all subconsultants to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, when the basis of compensation includes time or hourly rates, and any expenses for which CONSULTANT expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

12d. **Public Records.** The CITY is public agency subject to Chapter 119, Florida Statutes. The CONSULTANT shall comply with Florida's Public Records Law. Specifically, the CONSULTANT shall:

- i. Keep and maintain public records required by the CITY to perform the service;
- ii. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;
- iii. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, CONSULTANT shall destroy all copies of such confidential and exempt records remaining in its possession after the CONSULTANT transfers the records in its possession to the CITY; and



- iv. . Upon completion of the Agreement, CONSULTANT shall transfer to the CITY, at no cost to the CITY, all public records in CONSULTANT's possession. All records stored electronically by CONSULTANT must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.
- v. The failure of CONSULTANT to comply with the provisions set forth in this Agreement shall constitute a Default and Breach of this Agreement, for which, the CITY may terminate the Agreement.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK  
2020 WILTON DRIVE  
WILTON MANORS, FLORIDA 33305  
(954) 390-2123

[Ksims@wiltonmanors.com](mailto:Ksims@wiltonmanors.com)

13. Indemnification: The CONSULTANT shall, at all times hereafter, indemnify, defend and hold harmless the CITY, its elected officials, agents, officers and employees from and against any claim, demand or cause of action of any kind or nature (including reasonable attorneys' fees and costs) arising out of negligent act, error or omission of CONSULTANT, its agents, servants or employees in the performance of Services under this Agreement.

CONSULTANT shall indemnify, defend and hold harmless the CITY, its elected officials, agents, officers and employees from all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right due to Services furnished pursuant to this Agreement. CONSULTANT will defend and/or settle at its own expense any action brought against the CITY, its elected officials, agents, officers and employees from to the extent that it is based on a claim that products or Services furnished to CITY by CONSULTANT pursuant to this Agreement, or if any portion of the Services or goods furnished in the performance of the Services become unusable as a result of any such infringement or claim.

14. Insurance:

The CONSULTANT shall provide and maintain in force at all times during the Agreement with the CITY, such insurance, including Workers' Compensation and Employer's Liability Insurance, Comprehensive General Liability Insurance, Automobile Liability Insurance, Professional Liability Insurance and Employee Dishonestly/Theft Insurance, as will assure to the CITY the protection contained in the foregoing indemnification undertaken by the

**CONSULTANT.**

14a. The CONSULTANT shall not commence work under this Agreement until it has obtained all insurance required under this paragraph 14 and such insurance has been approved by the CITY's Risk Manager nor shall the CONSULTANT allow any subconsultant to commence work on its sub-contract until all similar such insurance required of the subconsultant has been obtained and approved.

14b. Certificates of insurance, reflecting evidence of the required insurance and naming the CITY as an additional insured, shall be filed with the CITY Clerk prior to the commencement of any work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty days (30) prior written notice (or such other notice as is required by the policy of insurance) has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

14c. Policyholders and Financial Ratings must be no less than "B+" in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.

14d. Insurance shall be in full force and effect until all work required to be performed under the terms of this Agreement is satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONSULTANT shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of this Agreement and extension thereunder is in effect. The CONSULTANT shall not continue to work pursuant to this Agreement unless all required insurance remains in full force and effect.

14e. Required Insurance.

COMMERCIAL GENERAL LIABILITY insurance to cover liability, bodily injury and property damage. Exposures to be covered are: premises, operations, independent proposers, products/completed operations, broad form property damage, broad form contractual coverage applicable to this Agreement and specifically confirming the indemnification set forth in paragraph 13 above, personal injury coverage with employment and contractual exclusions removed and deleted and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

A. Comprehensive General Liability

1. Each Occurrence \$500,000

WORKERS COMPENSATION insurance shall be maintained during the life of this Agreement to comply with statutory limits for all employees, and in the case any work is sublet, the CONSULTANT shall require the subconsultant similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONSULTANT. The CONSULTANT and his subconsultant shall maintain during the life of this policy Employers Liability Insurance. The following limits must be maintained:

- A. Workers Compensation Statutory
- B. Employer's Liability \$500,000 per occurrence

BUSINESS AUTO LIABILITY insurance coverage is to include bodily injury and property damage arising out of operation, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership with limits of not less than \$100,000 per occurrence.

EMPLOYEE DISHONESTY/THEFT \$250,000

PROFESSIONAL LIABILITY/ ERRORS/OMISSIONS \$250,000 per occurrence

15. Truth in Negotiation Certificate:

Signature of this Agreement by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete and current at the time of execution of this Agreement. The compensation agreed to in this Agreement and any additions thereto shall be adjusted to exclude any significant sums by which the CITY determines the compensation was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments to compensation hereunder shall be made within one (1) year following the end of each authorized Service.

16. No Contingent Fees. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

17. Remedies - Cumulative: All remedies hereinbefore and hereinafter conferred to CITY shall be deemed cumulative and no one exclusive of the other or any other remedy conferred by law.

18. Waiver: The failure of CITY to take any action with respect to any breach of any term, covenant, or condition contained herein, or any instance of default hereunder by CONSULTANT, shall not be deemed to be a waiver by CITY of any default or breach..

19. Entire Agreement: This Agreement, including Request for Proposal No. 2013-4-24-01 on file at the CITY, shall constitute the entire agreement between the parties. All amendments to this Agreement shall be ineffective unless reduced to writing as a formal amendment to this Agreement and executed by CITY and CONSULTANT.

20. **Attorney's Fees:** Should it be necessary for either party to bring any action against the other to enforce any of the covenants, provisions, or conditions of this Agreement, the non-prevailing party hereby agrees to pay all costs attendant thereto, including reasonable attorney's fees of the attorney representing prevailing party, and said obligation shall apply to declaratory relief, if necessary, to interpret any of the terms hereof.

21. **Public Entity Crimes:** Prior to entering into this Agreement, CONSULTANT shall file a sworn statement with the Purchasing Director of CITY, as required by §287.133, Florida Statutes.

22. **Notices:** Notices and other correspondence required by this Agreement shall be sent by certified mail, return receipt requested, to the respective parties at the following addresses:

**City of Wilton Manors**  
Attention: City Manager  
2020 Wilton Drive  
Wilton Manors, Florida 33305

**Conceptual Communications, LLC**  
Attention: Laurie I. Menekou  
901 Progresso Drive, Suite 210 Ft. Lauderdale, FL 33304

23. **Sovereign Immunity:** The parties hereto acknowledge that CITY is a political subdivision of the state of Florida and enjoys sovereign immunity. Nothing in this Agreement shall be construed to require CITY to indemnify CONSULTANT or insure CONSULTANT for its negligence or to assume any liability for CONSULTANT's negligence. Further, nothing in this Agreement shall alter CITY'S sovereign immunity or extend CITY'S liability beyond the limits established in section 768.28, Florida Statutes, as amended.

24. **Miscellaneous:**

24a. **Venue.** Venue for litigation concerning this Agreement shall be in Broward County, Florida.

24b. **Severability.** If any portions of this Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed and enforced as if such provisions had not been included.

24c. **Entire Agreement.** This Agreement, including all exhibits and work authorizations which are referred to herein, is the entire understanding of the parties hereto with respect to this Agreement and subsequent work authorizations. Said Agreement may not be modified, amended or terminated by either party except by written instrument executed by both parties or their lawful representatives, successors or assigns. No oral representations made by the CONSULTANT or its employees or agents shall be binding on the CONSULTANT unless such



representations are reduced to writing. No oral representations made by the CITY or its employees or agents shall be binding on the CITY unless such representations are reduced to writing.

24d. Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

24e. Non-Discrimination. CONSULTANT shall comply with the provisions of Section 2-269 (v), 2-269(b) and 2-270 of the Wilton Manors Code of Ordinances. CONSULTANT shall require that all subconsultants comply with Section 2-269 (b) of the Wilton Manors Code of Ordinances.

24f. Non-Solicitation. CITY acknowledges that any introductions or relationships concerning communications/PR/media opportunities and potential transactions, situations, and/or persons (collectively, the "Business Opportunity"), is the personal property of CONSULTANT. For this reason, during the term of this Agreement, CITY agrees not to contact, or initiate contact with, at any time, for any purpose, directly or indirectly, any Business Opportunity introduced by CONSULTANT, or any officer, director, shareholder, consultant, attorney, employee, agent or other affiliate of the Business Opportunity, unless such approval is specifically granted in written form by CONSULTANT on a case by case basis. During the term of this Agreement, all communications of CITY and its affiliates with any Business Opportunity shall be through CONSULTANT only, unless otherwise expressly permitted by CONSULTANT. During the term of this Agreement, all direct communications of CITY and/or its affiliates with the Business Opportunity, if permitted, shall be immediately copied to CONSULTANT. In the event CITY has a business or other relationship with any entity involved with the Business Opportunity which pre-exists the disclosure of the Business Opportunity, CITY shall notify CONSULTANT in writing of same.

24g. Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

24h. Joint Preparation. Preparation of this Agreement has been a joint effort of CITY and CONSULTANT and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

24i. Third Party Beneficiaries. Neither CONSULTANT nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

24j. Conflicts. Neither CONSULTANT nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment related to its performance under this Agreement.

24k. Facsimile or Electronic Signature Deemed Original. This Agreement and any addendum thereto, may be executed and distributed by facsimile or electronically by pdf and a copy of this Agreement or addendum thereto executed and distributed by facsimile or electronically by pdf shall be deemed an original for all purposes. The Agreement and any addendum thereto may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

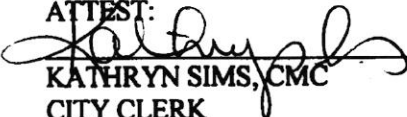
IN WITNESS WHEREOF this Agreement has been signed and sealed, in duplicate, by the respective parties hereto.

CITY OF WILTON MANORS

BY: \_\_\_\_\_

GARY RESNICK, MAYOR

ATTEST:

  
KATHRYN SIMS, CMC  
CITY CLERK

APPROVED AS TO FORM

  
KERRY L. EZROL, CITY ATTORNEY

WITNESSES:

CONCEPTUAL COMMUNICATIONS, LLC  
A Florida limited liability company

By: \_\_\_\_\_

Laurie I. Menekou, MGRM

Dated: \_\_\_\_\_

8/15/16

\_\_\_\_\_  
(Print Name)

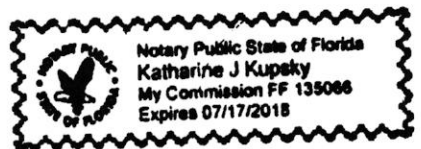
\_\_\_\_\_  
(Print Name)

STATE OF FLORIDA     )  
                                  ) SS  
COUNTY OF BROWARD    )

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Laurie I. Menekou, MGRM of Conceptual Communications, LLC, and acknowledged that she has executed the foregoing instrument for the use and purposes mentioned in it and that the instrument is the act and deed of Conceptual Communications, LLC, who is personally known to me or has produced \_\_\_\_\_ as identification.

IN WITNESS WHEREOF, I have set my hand and seal in the State and County aforesaid  
this 15<sup>th</sup> day of August, 2016.

*Katharine J Kupsky*  
\_\_\_\_\_  
NOTARY PUBLIC  
*KATHARINE J Kupsky*  
\_\_\_\_\_  
Print or Type Name  
My Commission Expires:



## **EXHIBIT A**

### **1. MEDIA AND PUBLIC RELATIONS**

- A. Continue to implement and periodically update the CITY'S established strategic public relations plan in alignment with the CITY'S overall Strategic Plan, increasing the reputation and appeal of the CITY's brand.
- B. Develop and maintain a diverse media distribution list and media contacts on behalf of the CITY.
- C. Prepare and distribute press releases and media material.
- D. Perform any other public relations related services relevant to the ongoing needs of the CITY.
- E. Continue to utilize social media, with emphasis on Facebook, Twitter and other digital communication channels.
- F. Assist in the ongoing development of the content and appearance of the CITY's website

### **2. MARKETING**

- A. Continue to implement the CITY's integrated strategic marketing plan designed to increase awareness of CITY programs, activities, events, and amenities. Implement marketing items and organize promotional communications.
- B. Utilizing the established brand standards, assist in branding the CITY and increasing the reputation and appeal of the CITY's brand. Assist in the integration of the standards into all internal and external communications.
- C. Utilizing appropriate tools, periodically generate key words to drive online traffic to CITY resources.
- D. Organize public service announcements and media-related functions regarding events. Develop printed material including newsletters, brochures, fliers, slide presentations and any other informational literature to support CITY programs, events and amenities.
- E. Conduct market research to enhance and professionalize promotional materials and identify markets. Develop marketing activities.
- F. Assist in the continuing development and delivery of the CITY's message to all internal and external stakeholders, through every available means of communications to all internal and external stakeholders through all forms of media, including social, the Town Crier, periodic e-blast newsletters, etc.
- G. Implement strategies to increase and improve social media participation of external stakeholders.
- H. Monthly develop a planned and scheduled social media calendar based on CITY priorities.
- I. Support the marketing and public relations components related to achieving the CITY's short and long term goals.
- J. Develop, implement and present monthly a CITY approved set of quantitative measures to track results.
- K. Develop and provide a coordinated compilation of B-roll video of CITY landmarks and highlights.



- L. Create a minimum of two promotional videos annually, including a video annual report and a video promoting the CITY as a tourism destination point. Assist in the distribution of the videos.
- M. Conduct market research to assist in the development and enhancement of marketing activities.

**3. SALES/SPONSORSHIPS**

- A. Coordinate regional and national sponsorship campaign, including packaging, (video, portfolio, folder, etc.).
- B. Develop a naming rights policy; (fees, duration, etc.) to consider CITY approval for naming facilities, structures, amenities, etc.
- C. Develop local sponsorship support in a centralized approach.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/01/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Atlantic Pacific Insurance-PBG 11382 Prosperity Farms Rd #123 Palm Beach Gardens, FL 33410 Jill Kempton	<b>CONTACT NAME:</b> _____	
	<b>PHONE (A/C, No, Ext):</b> 800-538-0487	<b>FAX (A/C, No):</b> 561-626-3153
<b>E-MAIL ADDRESS:</b> _____		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> National Fire Ins. Co.		20478
<b>INSURED</b> <b>Conceptual Communications</b> 901 Progresso Drive #210 Fort Lauderdale, FL 33304		
<b>INSURER B:</b> _____		
<b>INSURER C:</b> _____		
<b>INSURER D:</b> _____		
<b>INSURER E:</b> _____		
<b>INSURER F:</b> _____		

**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Prof \$250,000</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		X	6021236362	08/31/2016	08/31/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 500 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> <b>EXCESS LIAB</b> OCCUR CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>Crime</b>			6021236362	08/31/2016	08/31/2017	<b>Employee Dishonest</b> 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**City of Wilton Manors is Additional Insured regarding General Liability as required by contract.**

<b>CERTIFICATE HOLDER</b>  WILTON1  City of Wilton Manors 2020 Wilton Drive Wilton Manor, FL 33305	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Jill Kempton</i>
--	---



CONCE-3 OP ID: MH

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/01/2016

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

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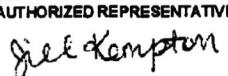
<b>PRODUCER</b> Atlantic Pacific Insurance-PBG 11382 Prosperity Farms Rd #123 Palm Beach Gardens, FL 33410 Jill Kempton	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): <b>800-538-0487</b>	<b>FAX (A/C, No):</b> <b>561-626-3153</b>																					
	<b>E-MAIL ADDRESS:</b>																						
<b>INSURED</b> <b>Conceptual Communications</b> <b>901 Progresso Drive #210</b> <b>Fort Lauderdale, FL 33304</b>		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A :</td> <td>National Fire Ins. Co.</td> <td>20478</td> </tr> <tr> <td>INSURER B :</td> <td></td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	National Fire Ins. Co.	20478	INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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**COVERAGES                                      CERTIFICATE NUMBER:                                      REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		INSD	WVD					
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>  <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Prof \$250,000</b>  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		6021236362	08/31/2016	08/31/2017	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 500
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMPI/OP AGG	\$ 2,000,000
								\$
								\$
								\$
								\$
	<b>AUTOMOBILE LIABILITY</b>  <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS  <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
								\$
	<b>UMBRELLA LIAB</b>  <b>EXCESS LIAB</b>  <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE  DED    RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>  <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Crime			6021236362	08/31/2016	08/31/2017	Employee Dishonest	250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**City of Wilton Manors is Additional Insured regarding General Liability as required by contract.**

<b>CERTIFICATE HOLDER</b>  <div style="text-align: right;">WILTON1</div>  City of Wilton Manors 2020 Wilton Drive Wilton Manor, FL 33305	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--



Tel: 1-800-841-3000

### Declarations Page

This is a description of your coverage.  
Please retain for your records.

**GOVERNMENT EMPLOYEES INSURANCE COMPANY**  
One GEICO Center  
Macon, GA 31295-0001

**Policy Number: 4217-47-67-97**  
**Coverage Period:**  
07-12-16 through 01-12-17  
12:01 a.m. local time at the address of the named insured.

Date Issued: July 4, 2016

Endorsement Effective: 07-12-16

Laurie I MENEKOU  
714 SW 12TH AVE  
FT LAUDERDALE FL 33312-2423

Email Address: LMENEKOU@GMAIL.COM

<u>Named Insured</u>		<u>Additional Drivers</u>		
Laurie I Menekou		None		

<u>Vehicle</u>	<u>VIN</u>	<u>Vehicle Location</u>	<u>Finance Company/ Lienholder</u>
1 2010 Nissan Murano	JN8AZ1MU1AW005143	Ft Lauderdale FL 33312	Nissan Motor Acceptance

<u>Coverages*</u>	<u>Limits and/or Deductibles</u>	<u>Vehicle 1</u>
Bodily Injury Liability Each Person/Each Occurrence	\$500,000/\$1mil	\$404.70
Property Damage Liability	\$500,000	\$144.70
Personal Injury Protection	Non-Ded/Insd&Rel	\$153.20
Uninsured Motorist/Stacked Each Person/Each Occurrence	\$500,000/\$1mil	\$204.40
Comprehensive	\$500 Ded	\$54.40
Collision	\$500 Ded	\$178.20
Rental Reimbursement	\$30 Per Day \$900 Max	\$16.50 -
Mechanical Breakdown	\$250 Ded	\$80.00
<b>Total Six Month Premium</b>		<b>\$1,236.10</b>

\*Coverage applies where a premium or \$0.00 is shown for a vehicle.

If you elect to pay your premium in installments, you may be subject to an additional fee for each installment. The fee amount will be shown on your billing statements and is subject to change.

00011471070500010001000

3 (Policy Provisions: WC 00 00 00 B)

)

2 INFORMATION PAGE

WEG WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

INSURER: HARTFORD CASUALTY INSURANCE COMPANY

ONE HARTFORD PLAZA, HARTFORD, CONNECTICUT 06155

NCCI Company Number: 14397

Company Code: 3



07543

\*3500176ZQ60830101



POLICY NUMBER: 76 WEG ZQ6083  
Previous Policy Number: NEW

Suffix	
LARS	RENEWAL
	00

HOUSING CODE: 76

1. Named Insured and Mailing Address: CONCEPTUAL COMMUNICATIONS LLC  
(No., Street, Town, State, Zip Code)

901 PROGRESSO DR STE 210  
FORT LAUDERDALE, FL 33304

FEIN Number: 461355996

State Identification Number(s):  
UIN:

The Named Insured is: LIMITED LIABILITY COMPANY

Business of Named Insured: ADVERTISING AGENCY

Other workplaces not shown above: 901 PROGRESSO DR STE 210  
FORT LAUDERDALE FL 33304

2. Policy Period: From 07/08/16 To 07/08/17  
12:01 a.m., Standard time at the insured's mailing address.

Producer's Name: PAYCHEX INSURANCE AGENCY INC/PAC

PO BOX 33015  
SAN ANTONIO, TX 78265

Producer's Code: 250882

Issuing Office: THE HARTFORD  
3600 WISEMAN BLVD.  
SAN ANTONIO TX 78251  
(877) 287-1312

Total Estimated Annual Premium: \$575

Deposit Premium: N/A

Policy Minimum Premium: \$221 FL

Audit Period: ANNUAL

Installment Term:

The policy is not binding unless countersigned by our authorized representative.

Countersigned by *Suean S. Castaneda*  
Authorized Representative

07/08/16  
Date

**INFORMATION PAGE (Continued)**

**Policy Number: 76 WEG ZQ6083**

**3. A. Workers Compensation Insurance:** Part one of the policy applies to the Workers Compensation Law of the states listed here: FL

**B. Employers Liability Insurance:** Part Two of the policy applies to work in each state listed in Item 3.A. The limits of our liability under Part Two are:

<b>Bodily injury by Accident</b>	\$100,000	<b>each accident</b>
<b>Bodily injury by Disease</b>	\$500,000	<b>policy limit</b>
<b>Bodily injury by Disease</b>	\$100,000	<b>each employee</b>

**C. Other States Insurance:** Part Three of the policy applies to the states, if any, listed here:

ALL STATES EXCEPT ND, OH, WA, WY, US TERRITORIES, AND STATES DESIGNATED IN ITEM 3.A. OF THE INFORMATION PAGE.

**D. This policy includes these endorsements and schedule:**

WC 09 04 03B WC 09 04 07 WC 00 04 14 WC 00 04 19 WC 09 03 03  
WC 09 06 06

**4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.**

<b>Classifications Code Number and Description</b>	<b>Premium Basis Total Estimated Annual Remuneration</b>	<b>Rates Per \$100 of Remuneration</b>	<b>Estimated Annual Premium</b>
8810 CLERICAL OFFICE EMPLOYEES NOC	150,000	.23	345
TOTAL ESTIMATED ANNUAL STANDARD PREMIUM			345
EXPENSE CONSTANT (0900)			200
TERRORISM (9740)	150,000	.020	30
TOTAL ESTIMATED ANNUAL PREMIUM			575

**Total Estimated Annual Premium: \$575**

**Deposit Premium: N/A**

**Policy Minimum Premium: \$221 FL**

**Interstate/Intrastate Identification Number:**

**Labor Contractors Policy Number:**

**NAICS: 541810**

**SIC: 7311**

**UIN:**

**NO. OF EMP: 000004**



# REQUEST FOR PROPOSAL (RFP)



Subject: Marketing and Public Relations Consulting Services

RFP #: 2016-11

Due Date/Time: July 11, 2016, 2:30 p.m. Eastern Time

Submit To: City Clerk  
City of Wilton Manors  
2020 Wilton Drive  
Wilton Manors, FL 33305

**CITY OF WILTON MANORS  
REQUEST FOR PROPOSAL FOR MARKETING AND PUBLIC RELATIONS CONSULTING SERVICES**

**CALENDAR OF EVENTS**

Listed below are important dates and times by which the actions noted must be completed. If the City finds it necessary to change any of these dates or times, the change may be accomplished by addendum. All dates are subject to change.

<b>ACTION</b>	<b>COMPLETION DATE</b>
Issue RFP	June 14, 2016
<b>Pre Bid Meeting</b>	<b>NA</b>
Deadline for Questions	July 04, 2016
Response to Questions	July 07, 2016
<b>Deadline for Submitting Proposals</b>	<b>July 11, 2016, 2:30 p.m.</b>
Evaluation Committee Review	July 13, 2016
Select Short List for Presentations	July 13, 2016
Reference Checks	July 14, 2016
Presentation	TBD
Final Ranking and Selection	July 19, 2016
Contract Negotiation	July 18, 2016
City Commission Approval of Contract	August 23, 2016 or later

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## Section 1 – Introductory Material

### 1.1 STATEMENT OF PURPOSE

The City of Wilton Manors, Florida (City) is seeking proposals from qualified Proposer for Marketing and Public Relations Consulting Services as described in this Request for Proposal (RFP). The Consultant shall perform a variety of marketing, public relations, communications, and public affairs activities toward the following goals:

- Increase awareness of City programs, events, and amenities to increase attendance, sponsorships, rental revenue, and program participation.
- Showcase the good work that the City of Wilton Manors accomplishes and the benefits provided to existing and potential new residents, businesses, and visitors; promote the city's public profile
- Effectively communicate messages to the community and others that would be interested in the City
- Assist in the education and involvement of the residents and businesses in the goals and objectives of the City's Strategic Plan.
- Support existing communications techniques including newsletters and website and suggest and implement new methods of communications (social media, webcasting, etc.)
- Assist with media communications and relations
- Assist in the marketing of Wilton manors as a tourism destination.

**Piggybacking Option** – The City does intend to have this contract be available for “piggybacking” by other governmental entities.

### 1.2 CONTRACT TERMS

The initial contract term is for three (3) years, and, at the City's option, have two (2) two-year (2-year) renewal terms for a maximum of seven (7) years.

### 1.3 BACKGROUND INFORMATION

The City of Wilton Manors, in Broward County, was incorporated in 1947, and was created as a municipality under Chapter 165, Florida Statutes and named the Village of Wilton Manors. The Laws of Florida, 1953, Chapter 29609 established the present municipality, designated it the City of Wilton Manors and enacted its Charter. The City operates under the Mayor/Commission form of government and provides the following services as authorized by its Charter: general government, public safety, public services, transportation, and culture and recreation. Additional information about the City is

available at the City's website: [www.wiltonmanors.com](http://www.wiltonmanors.com). The City's purchasing requirements are detailed in Sections 2-266 through 2-272 of the City's Code of Ordinances, also available on the City's website.

#### 1.4 DEFINITIONS

**BIDDING DEFINITIONS** The City will use the following definitions in this Request for Proposal and any other document used in the bidding process:

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

**BIDDER** – Person or firm submitting a Bid.

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

**CONTRACTOR** – Successful Bidder or Proposer who is awarded a Contract to provide professional services to the City.

**FIRST RANKED PROPOSER** – That Proposer, responding to a City RFP, whose Proposal is deemed by the City to be the most advantageous to the City.

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

**PROPOSAL** – a proposal received in response to an RFP.

**PROPOSER** – Person or firm submitting a Proposal.

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

**RESPONSIVE BIDDER** – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.

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

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

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



## Section 2 – Scope of Services

### TECHNICAL AND OPERATIONAL REQUIREMENTS

At a minimum, the Proposer must be able to perform the required services:

#### 2.1 MEDIA AND PUBLIC RELATIONS

- A. Continue to implement and periodically update the City's established strategic public relations plan in alignment with the City's overall Strategic Plan, increasing the reputation and appeal of the City's brand.
- B. Develop and maintain a diverse media distribution list and media contacts on behalf of the City of Wilton Manors.
- C. Prepare and distribute press releases and media material.
- D. Perform any other public relations related services relevant to the ongoing needs of the city.
- E. Continue to utilize social media, with emphasis on Facebook, Twitter and other digital communication channels.
- F. Assist in the ongoing development of the content and appearance of the City's website

#### 2.2 MARKETING

- A. Continue to implement the City's integrated strategic marketing plan designed to increase awareness of city programs, activities, events, and amenities. Implement marketing items and organize promotional communications.
- B. Utilizing the established brand standards, assist in branding the City and increasing the reputation and appeal of the City's brand. Assist in the integration of the standards into all internal and external communications.
- C. Utilizing appropriate tools, periodically generate key words to drive online traffic to City resources.
- D. Organize public service announcements and media-related functions regarding events. Develop printed material including newsletters, brochures, fliers, slide presentations and any other informational literature to support city programs, events and amenities.
- E. Conduct market research to enhance and professionalize promotional materials and identify markets. Develop marketing activities.
- F. Assist in the continuing development and delivery of the City's message to all internal and external stakeholders, through every available means of communication. s to all internal and external stakeholders through all forms of media, including social,. the Town Crier, periodic eblast newsletters, e-, etc.
- G. Implement strategies to increase and improve social media participation of external stakeholders.
- H. Monthly develop a planned and scheduled social media calendar based on City priorities.
- I. Support the marketing and public relations components related to achieving the City's short and long term goals.



- J. Develop, implement and present monthly a city approved set of quantitative measures to track results.
- K. Develop and provide a coordinated compilation of B-roll video of city landmarks and highlights.
- L. Create a minimum of two promotional videos annually, including a video annual report and a video promoting the City as a tourism destination point. Assist in the distribution of the videos.
- M. Conduct market research to assist in the development and enhancement of marketing activities.

### **2.3 SALES/SPONSORSHIPS**

- A. Coordinate regional and national sponsorship campaign, including packaging, (video, portfolio, folder, etc.).
- B. Develop a naming rights policy; (fees, duration, etc.) to consider City approval for naming facilities, structures, amenities, etc.
- C. Develop local sponsorship support in a centralized approach.

## **Section 3 – Procurement Instructions**

### **3.1 QUESTIONS**

Any questions relative to interpretation of specifications or the proposal process must be e-mailed to Daren Jairam at [djairam@wiltonmanors.com](mailto:djairam@wiltonmanors.com) by **July 4, 2016**. Answers to all questions will be included in an Addendum to the RFP and will be posted on the City's website on **July 7, 2016**. It will be the responsibility of the Proposer to review the answers to these questions prior to submitting a proposal. It is the Proposer's responsibility to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with the proposal. Proposers should continue to monitor the City's website.

Written questions received after **July 4, 2016** may not be answered. Only written questions answered by a formal written Addendum will be binding.

### **3.2 SUBMISSION OF PROPOSAL**

- 3.2.1 Proposer shall submit six (6) paper copies of the proposal in the prescribed form under Section 3.3 along with a single CD or flash drive containing the RFP response in Adobe PDF format. All copies and the CD or flash drive must be plainly marked by the Proposer with the Proposer name, date and this RFP Title and number.
- 3.2.2 Sealed proposals must be received on or before **July 11, 2016 at 2:30 PM (Eastern Time)**, at the Office of the City Clerk, 2020 Wilton Drive, Wilton Manors, Florida 33305. The City Clerk's office hours are 7:00 a.m. to 6:00 p.m., Monday through Thursday, except City holidays. Any proposal received after the

specified time will be returned unopened. The Proposer is solely responsible for ensuring the proposal is received on or before the deadline.

- 3.2.3 On the envelope containing the proposal the following shall be written in large letters:

**Proposal For:** Building Inspection and Plans Review Services  
**RFP Number:** RFP# 2016-10  
**To Be Opened:** July 11, 2016 at 2:30 p.m.

- 3.2.4 Proposals will be opened and listed publicly in Commission Chambers, 2020 Wilton Drive, Wilton Manors, Florida 33305 on the date and time specified above.

- 3.2.5 All proposals that are not submitted in the required format or missing required forms will be subject to rejection. The complete RFP and applicable forms are available on the City's website ([www.wiltonmanors.com](http://www.wiltonmanors.com)) or by sending an email to [djairam@wiltonmanors.com](mailto:djairam@wiltonmanors.com). All proposals must be signed in ink. It is agreed upon by the Proposer that the signing and delivery of the Proposal represents the Proposer's acceptance of the terms and conditions of the specifications.

- 3.2.6 All proposals must be submitted in a sealed envelope, addressed, and mailed or delivered as stated in this Request for Proposal. Any Proposer may withdraw his proposal either personally, or by electronic or written communication at any time prior to opening of the proposals. All proposals must be in the possession of the City Clerk's office at the time of the proposal opening. Proposals submitted after the time specified shall not be considered and shall be returned unopened. It is the sole responsibility of the Proposer to ensure that his or her proposal reaches the City Clerk's Office on or before the closing date and time. Proposals submitted by telephone, telegram or facsimile or email will not be accepted. If the proposal is sent by overnight courier, (i.e., Federal Express, UPS, etc.), the proposal must be enclosed in an envelope marked as instructed above.

- 3.2.7 **Incurred Expenses** - The City is not responsible for any expenses the Proposer may incur in preparing and submitting proposals for this Request for Proposal.

- 3.2.8 **Interviews / Presentations** - The City reserves the right to conduct personal interviews or require proposers to make an oral presentation as part of the proposal evaluation process.

- 3.2.9 **Request for Modification** - The City reserves the right to request that the Proposer modify his proposal to fully meet the needs of the City.

- 3.2.10 **Request for Additional Information** - The Proposer shall furnish such additional information as the City of Wilton Manors may reasonably require. This includes

information that indicates financial resources. The City reserves the right to make investigations of the qualifications of the Proposer as it deems appropriate, including but not limited to a background investigation. The City also reserves the right to make such investigations, as it may deem necessary to establish the competency and financial ability of any Proposer to perform the work.

- 3.2.11 **Acceptance, Rejection, or Modification to Proposals** - The City of Wilton Manors reserves the right to reject any or all proposals, in whole or in part, with or without cause, to waive any informalities and technicalities, and to award the contract on such coverage and terms it deems will best serve the interest of the City. Criteria utilized by the City for determining the most responsive and responsible Proposer includes, but is not limited to, cost, whether Proposer meets the City's published requirements, the Proposers experience, skill, ability, financial capacity, references, and any other factors which could reasonably be asserted as being relevant to successful performance.
- 3.2.12 **Proposals Binding** - All proposals submitted shall be binding for one hundred fifty (150) calendar days following opening.
- 3.2.13 **Addendum and Amendment to Request for Proposal** - If it becomes necessary to revise or amend any part of this Request for Proposal, the City will post the Addendum on the City's website, and will distribute it via email to all identified prospective Proposers.
- 3.2.14 **Economy of Preparation** - Proposals should be prepared simply and economically, providing a straight forward and concise description of the Proposer's ability to fulfill the requirements of this Request for Proposal.
- 3.2.15 **Proprietary Information** - In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and, except as may be provided by other applicable State and Federal Law, all Proposers should be aware that Request for Proposals and the responses thereto are in the public domain. However, the Proposers are requested to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.
- 3.2.16 **Proposals Will Not Be Returned** - All proposals received from Proposers in response to this Request for Proposal will become the property of the City of Wilton Manors and will not be returned to the Proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.



- 3.2.17 **Proposer's Certification** - By submitting a proposal, the Proposer certifies that he/she has fully read and understands the proposal method, meets the requirements and has full knowledge of the scope, nature, and quality of work to be performed.
- 3.2.18 In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that proposals be organized in the manner specified in Section 3.3. An electronic version of this RFP may be obtained from [Daren Jairam, Purchasing Coordinator](mailto:djairam@wiltonmanors.com), at [djairam@wiltonmanors.com](mailto:djairam@wiltonmanors.com) or on [www.wiltonmanors.com](http://www.wiltonmanors.com).
- 3.2.19 Any deviation from the specifications must be explained in detail; otherwise, it will be considered that the proposal is in strict compliance with the specifications and the successful Proposer will be held responsible for meeting the specifications. Any exceptions or clarifications to any section of the specifications shall be clearly indicated on a separate sheet(s) attached to the proposal form and shall specifically refer to the applicable specification paragraph number and page.
- 3.2.20 **Proposer's Responsibility to Be Informed** - Proposers are expected to fully inform themselves as to the requirements of the specifications and failure to do so will be at their risk. A Proposer shall not expect to secure relief on the plea of error.
- 3.2.21 **Cone of Silence** - To ensure fair consideration for all Proposers, the City's Code of Ordinances prohibits communication to or with any City Commissioner, City official, any department, division or employee during the submission process, except as provided below. Additionally, the City prohibits communications initiated by a Proposer to the City Official or employee evaluating or considering the proposals prior to the time an award decision has been made. Any communication between Proposer and the City in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal will be conducted through the City's Purchasing Coordinator, [Daren Jairam](mailto:djairam@wiltonmanors.com) at [djairam@wiltonmanors.com](mailto:djairam@wiltonmanors.com). Communications initiated by a Proposer to anyone other than the City's Purchasing Coordinator may be grounds for disqualifying the offending Proposer from consideration for award of the proposal and/or any future proposal.

### 3.3 **FORMAT AND CONTENTS**

- 3.3.1 **Cover Page** - Show the name of Proposer's agency/firm, address, telephone number, name of contact person, date, and the proposal number and description.

**3.3.2 Tab 1 - Table of Contents**

Include a clear identification of the material by section and by page number.

**3.3.3 Tab 2 - Letter of Transmittal**

3.3.3.1 Limit to one or two pages.

3.3.3.2 Briefly state the Proposers understanding of the work to be done and make a positive commitment to perform the work.

3.3.3.3 Give the names of the persons who will be authorized to make representations for the Proposer, their titles, addresses and telephone numbers.

3.3.3.4 Provide an official signature of a Corporate Officer certifying the contents of the Proposer's responses to the City's Request for Proposal.

**3.3.4 Tab 3 - General Information**

3.3.4.1 Name of Business.

3.3.4.2 Mailing Address and Phone Number.

3.3.4.3 Names and contact information of persons to be contacted for information or services if different from name of person in charge.

3.3.4.4 Normal business hours.

3.3.4.5 State if business is local, national, or international and indicate the business legal status (corporation, partnership, etc.).

3.3.4.6 Give the date business was organized and/or incorporated, and where.

3.3.4.7 Give the location of the office from which the work is to be done and the number of professional staff employees at that office.

3.3.4.8 Indicate whether the business is a parent or subsidiary in a group of firms/agencies. If it is, please state the name of the parent company.

3.3.4.9 State if the business is licensed, permitted and/or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity.

### **3.3.5 Tab 4 – Project Approach**

- 3.3.5.1 Describe in detail your proposal to fulfill the requirements of the scope of services.
- 3.3.5.2 Ensure that the proposal fully addresses all requirements of the Scope of Services and all other requirements set forth in this RFP.

### **3.3.6 Tab 5 – Experience and Qualifications**

- 3.3.6.1 Specify the number of years the Proposer has been in business. A minimum of five (5) years in business is required.
- 3.3.6.2 Identify the Proposer’s qualifications to perform the services identified in this RFP.
- 3.3.6.3 Provide a minimum of five (5) references with all contact information including telephone number and email address. If you have any current or past governmental agencies as customers, you are encouraged to list them, especially those from Broward County or other Florida counties. It is recommended that references be no less than similar in size to the City or have a minimum of equipment similar to the City.

### **3.3.7 Tab 6 – Pricing and Payment Terms**

- 3.3.7.1 Provide a detailed itemization of cost of services.
- 3.3.7.2 Indicate whether or not the Proposer is willing to accept payment via the City’s P-Card.

## **3.4 REVIEW AND EVALUATION PROCESS**

The City will conduct a comprehensive and impartial review and evaluation of all Proposals meeting the requirements of this solicitation. Please note that the City, at its sole discretion, reserves the right at any time during the process to reject any and all Proposals that are not in the best interest of the City.

Only timely submitted Proposals shall be reviewed and evaluated by staff to determine if they comply with the required forms, documents and submission requirements listed in the RFP. This will be a pass/fail review. Failure to meet any of these requirements may render a Proposal to be a failing response and result in rejection of the entire Proposal. Further evaluation will not be performed.

**Local Business** – In addition to the foregoing criteria, Proposers may be entitled to additional considerations for local business certification pursuant to Section 2-268(u), “Bidding Preference for Local Vendors” of the City’s Code of Ordinances.



- 3.4.1 The City reserves the right to require live or web-based presentations/demonstrations from any or all proposers.
- 3.4.2 The Evaluation Committee will rank all proposals according to the criteria listed herein.
- 3.4.2 Contract negotiations will then be conducted with the highest ranked Proposer and the negotiated contract will be submitted to the City Commission for final approval.
- 3.4.3 The City reserves the right to reject any and all proposals and to waive minor defects or irregularities. The City further reserves the right to seek new proposals when such a procedure is reasonably in the best interest of the City to do so.

For the purpose of review, evaluation, scoring and ranking, review categories have been divided into multiple sections. The following reflects the Pass/Fail criteria and the maximum number of points that may be awarded by category:

	<b>EVALUATION CRITERIA</b>	<b>POINTS</b>
<b>1</b>	<b>Submission of all required Forms and Documents as indicated in Section 3.3.</b>	<b>Pass/Fail</b>
<b>2</b>	<b>Attachment A – Non-Discrimination Affidavit</b>	<b>Pass/Fail</b>
<b>3</b>	<b>Attachment B – Domestic Partnership Affidavit</b>	<b>Pass/Fail</b>
<b>4</b>	<b>Attachment C – Non-Debarment Affidavit</b>	<b>Pass/Fail</b>
<b>5</b>	<b>Attachment D – Drug-Free Workplace Certification</b>	<b>Pass/Fail</b>
<b>6</b>	<b>Attachment E—Non-Collusive Affidavit</b>	<b>Pass/Fail</b>
<b>7</b>	<b>Experience and Qualifications</b>	<b>40</b>
<b>8</b>	<b>Project Approach</b>	<b>30</b>
<b>9</b>	<b>Pricing</b>	<b>30</b>

**Section 4 – General Terms and Conditions**

**4.1 GENERAL AND LEGAL REQUIREMENTS**

Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein shall be deemed to apply. Lack of knowledge by the Proposer will in no way be a cause for relief from responsibility.

- 4.1.1 **Non-Discrimination** - Section 2-269 of the City’s Code of Ordinances states in part:

*All contracting agencies of the city, or any department thereof, acting for or on behalf of the City, shall include in all contracts and property contracts hereinafter executed or amended in any manner or as to any portion thereof, a provision obligating the contractor not to unlawfully discriminate (as proscribed by federal, state, county, or other local law) on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age above the age of twenty-one (21), sexual orientation, gender identity or expression, marital status, pregnancy, familial status, veterans status, political affiliation, or physical or mental disability and such person's association with members of classes protected under this chapter or in retaliation for or opposition to any practices forbidden under this chapter against any employee of, any City employee working with, or applicant for employment with such contractor and shall require such contractor to include a similar provision in all subcontracts executed or amended thereunder*

The Proposer agrees to abide by all provisions of the City Code of Ordinances, including Section 2-269.

- 4.1.2 **Non-Discrimination Affidavit** - Proposers shall submit an executed copy of the Non-Discrimination Affidavit attached to this Request for Proposal – Attachment A.
- 4.1.3 **Domestic Partnership Affidavit** – Proposers shall submit an executed copy of Domestic Partnership Affidavit attached to the Request for Proposal – Attachment B.
- 4.1.4 **Suspension or Debarment** - The proposer certifies that by submitting this bid or proposal neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency.
- 4.1.5 **Non-Debarment Affidavit** - The Proposer shall submit an executed copy of the Debarment Affidavit attached to this Request for Proposal – Attachment C.
- 4.1.6 **Drug-Free Workplace** – The Proposer shall submit an executed copy of the Drug Free Workplace Certification – Attachment D.
- 4.1.7 **Non-Collusive Affidavit**—The Proposer shall submit an executed copy of the Non-Collusive Affidavit—Attachment E.
- 4.1.8 This Request for Proposal and the Proposer’s proposal shall be included and incorporated into the final award.

#### **4.2 APPLICABLE LAW AND VENUE**

This RFP, responses from Proposers and contracts resulting from this RFP shall be governed by the laws of the State of Florida. Any legal actions between the City of Wilton Manors and the successful Proposer shall be brought in Broward County, Florida.

#### **4.3 CONDITIONS OF PROPOSALS**

4.3.1 Late Proposals: Proposals received by the City after the time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery of the proposal to the location designated for receipt of proposals.

4.3.2 Completeness: All information required by the Request for Proposal must be supplied to constitute a legitimate proposal.

4.3.3 Public Opening - All proposals will be publicly opened at the time and place specified and made available for public inspection.

4.3.4 Award Presentation – The City Manager will present to City Commission for acceptance and final award the top ranked proposal or will reject all proposals, within one hundred and fifty (150) calendar days from the date of opening of proposals.

#### **4.4 TERMS AND CONDITIONS OF AGREEMENT**

All sections of the City's specifications and all supplementary documents are essential parts of the City's contract and requirements occurring in one area are deemed as though occurring in all. The RFP and the response to the RFP shall be deemed an integral part of the final negotiated contract.

#### **4.5 DISCUSSION WITH RESPONSIBLE PROPOSERS**

Discussions may be conducted with responsible Proposers who submit proposals determined to be reasonably acceptable of being selected for award for the purpose of clarification and to assure full understanding of, and responsiveness to, the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Proposers except as may be required by the Florida Public Records Law, Chapter 119, Section 286.0113, & Section 286.011, Florida Statutes.

#### **4.6 EXECUTION OF AGREEMENT**

The successful Proposer shall, within thirty (30) calendar days after the City of Wilton Manors issues Notice of Award, negotiate and enter into a contract with the City for the

proposed services. Failure to comply with the established deadline for submittal of required documents may be grounds for cancellation of the award.

#### **4.7 CONFLICT OF INTEREST**

The award hereunder is subject to the provision of State of Florida Statutes and City of Wilton Manors Ordinances.

The Proposer, by affixing his signature to the proposal's "Letter of Transmittal", declares that the proposal is made without any previous understanding, agreement, or connections with any City official or persons, firms, or corporations making a proposal on the same items and without any outside control, collusion or fraud. By signing the proposal, the Proposer further declares that no City Commission Member, other City officer, or City employee directly or indirectly owns more than five (5) percent of the total assets or capital stock of the Proposer entity, nor will directly or indirectly benefit by more than five (5) percent from the profits or emoluments of this contract.

#### **4.8 FISCAL YEAR FUNDING APPROPRIATIONS/SPECIFICIED PERIOD**

Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by City Commission for funds.

#### **4.9 PUBLIC ENTITY CRIMES**

A person or affiliate, as defined in §287.133 of the Florida Statutes, who has been placed on the convicted Proposer list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a proposer, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in §287.01 of the Florida Statutes for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted Proposer list.

#### **4.10 FLORIDA PROMPT PAYMENT ACT**

For purposes of billing submission and payment procedures, a "proper invoice" by a proposer, Proposer or other invoicing party shall consist of at least all of the following:

- A description (including quantity) of the goods and/or services provided to the City (or a party on behalf of the City) reasonably sufficient to identify it (or them);
- The amount due, applicable discount(s), and the terms thereof;

- The full name of the Proposer, proposer or other party who is supplying the goods and/or services including a mailing address in case of a dispute and a mailing address for payment purposes (if they are different) and a telephone number.

#### 4.11 INSURANCE REQUIREMENTS

Proposers must submit with their proposal, Proof of Insurance, meeting or exceeding the following requirements.

4.11.1 The successful Proposer shall secure and maintain, at its own expenses, and keep in effect during the full period of the contract a policy or policies of insurance, which must include the following coverage and minimum limits of liability:

(a) **Worker's Compensation and Employer's Liability Insurance** for all employees of the successful Proposer engaged in work under the Contract in accordance with the laws of the State of Florida. The Successful Proposer shall agree to be responsible for the employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

(b) **Comprehensive General Liability Insurance** with the following minimum limits of liability:

\$ 500,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

Coverage shall specifically include the following minimum limits not less than those required for Bodily Injury Liability and Property Damage:

\$ 500,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

- (1) Premises and Operations;
- (2) Independent Proposers;
- (3) Products and Completed Operations;
- (4) Broad Form Property Damage;
- (5) Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract;
- (6) Personal Injury Coverage with employment and contractual exclusions removed and deleted.

(c) **Comprehensive Automobile Liability Insurance** for all owned, non-owned and hired automobiles and other vehicles used by the Proposer in



the performance of the work with the following minimum limits of liability:

\$ 1,000,000.00      Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence

(d) Professional/Errors & Omissions - \$250,000.00

(e) Employee dishonesty/theft - \$250,000

4.11.2 ALL LIABILITY INSURANCE POLICIES SHALL SPECIFICALLY PROVIDE THAT THE CITY OF WILTON MANORS SHALL BE NAME AND LISTED AS AN ADDITIONAL INSURED. INSURANCE Companies selected must be acceptable to City. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice or such other notice as is required by the policy has been given to City by certified mail. Additionally, in the event the successful Proposer receives notice of cancellation from its insurance company, the successful Proposer shall deliver a copy of such notice to the City within five (5) business days of the receipt of such notice of cancellation.

4.11.3 The successful Proposer shall ensure that any company issuing insurance to cover the requirements contained in this Contract agrees that they shall have no recourse against City for payment or assessments in any form on any policy of insurance.

4.11.4 The successful Proposer shall not commence work under the Contract until obtaining all of the minimum insurance herein described.

4.11.5 The successful Proposer agrees to perform the work under the Contract as an independent proposer, and not as a subcontractor, agent or employee of the City.

4.11.6 The required insurance coverage shall be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide.

4.11.7 The successful Proposer must submit, no later than ten (10) days after award and prior to commencement of any work, a Certificate of Insurance naming the City of Wilton Manors as additional insured.



**4.12 CODE OF ETHICS**

If any Proposer violates the Code of Ethics of the State of Florida or the Code of Ethics of Broward County, Florida with respect to this proposal, such Proposer may be disqualified from performing the work and future work for the City.

**4.13 PATENTS, ROYALTIES AND COPYRIGHT**

The Proposer, without exception, shall defend, indemnify and save harmless the City of Wilton Manors, Florida and its employees from any action, proceeding liability of any nature or kind, including cost and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Wilton Manors, Florida.

If the bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the Bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

**4.14 INDEMNIFICATION**

4.14.1 GENERAL INDEMNIFICATION: To the fullest extent permitted by laws and regulations, successful Proposer shall indemnify, defend, save and hold harmless the CITY, its officers, agents, elected and appointed officials, and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or in consequential arising out of or alleged to have arisen out of or in consequence of the products, goods or services furnished by or operations of the successful Proposer or his subcontractors, agents, officers, employees or independent proposers pursuant to or in the performance of the Contract.

4.14.2 The successful Proposer shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

4.14.3 City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of successful Proposer under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive CITY's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

**4.15 WARRANTIES**

4.15.1 Successful Proposer warrants to City that the consummation of the work provided for in the Contract documents will not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage,

contract, or agreement to which successful Proposer is a party.

- 4.15.2 Successful Proposer warrants to City that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.
- 4.15.3 Successful Proposer warrants to City that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Contract.
- 4.15.4 All warranties made by Successful Proposer together with service warranties and guaranties shall run to City and the successors and assigns of City.

#### **4.16 PUBLIC RECORDS**

In order to comply with Florida's public records laws, the Successful Proposer shall:

- 4.16.1 Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the services under the Agreement.
- 4.16.2 Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law.
- 4.16.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- 4.16.4 Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of Proposer upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

**ATTACHMENT A**

**NON-DISCRIMINATION AFFIDAVIT**

I, the undersigned, hereby duly sworn, depose and say that the organization or business entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Wilton Manors. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

It is the policy of the City of Wilton Manors that Minority/Women - Owned Business Enterprises (MWBE) shall have the maximum opportunity to participate in all contracts. The City of Wilton Manors will accept MWBE certifications from Broward County and any State of Florida certification.

Further, City Code Section 2-269 requires that all contracting agencies of the City, or any department thereof, acting for or on behalf of the City, shall include in all contracts and property contracts hereinafter executed or amended in any manner or as to any portion thereof, a provision obligating the contractor not to unlawfully discriminate (as proscribed by federal, state, county, or other local law) on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age above the age of 21, sexual orientation, gender identity or expression, marital status, pregnancy, familial status, veterans status, political affiliation, or physical or mental disability and such person's association with members of classes protected under this chapter or in retaliation for or opposition to any practices forbidden under this chapter against any employee of, any City employee working with, or applicant for employment with such contractor and shall require such contractor to include a similar provision in all subcontracts executed or amended there under.

By: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_ day of \_\_\_\_\_, 2016, by  
\_\_\_\_\_.

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

\_\_\_\_\_  
Personally known, or  
\_\_\_\_\_  
Produced Identification  
\_\_\_\_\_  
Type of ID Produced

**ATTACHMENT B**

**DOMESTIC PARTNERSHIP CERTIFICATION FORM**

I, the undersigned, hereby duly sworn, depose and say that the organization or business entity represented herein shall abide by the provisions of the City of Wilton Manors Code Section 2-268(v) in any activities or delivery of services under any agreement it enters into with the City of Wilton Manors.

The City of Wilton Manors Code Section 2-268(v) (see attached), establishes a Domestic Partner Benefits Requirement as described below:

*“Domestic Partner Benefits Requirement means a requirement for City Contractors to provide equal benefits for Domestic Partners. Contractors with five (5) or more employees contracting with the City, in an amount of \$20,000 or more (“Covered Contracts”), shall provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to the spouses of employees and/or the dependents of the spouses of employees. A Domestic Partnership Certification Form will be included in all competitive solicitations and by virtue of the execution of the Domestic Partnership Certification Form, the contractor will certify whether it complies with the Domestic Partner Benefits Requirement.”*

By: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Sworn, to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 2016,

by \_\_\_\_\_.

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

\_\_\_\_ Personally known, or  
\_\_\_\_ Produced Identification

\_\_\_\_\_  
Type of ID Produced

**CITY OF WILTON MANORS, FLORIDA**

**ORDINANCE NO. 2013 – 0013**

**(Excerpt – Section 3, “Domestic Partner Benefits Requirement”)**

**Effective October 1, 2013**

...

**Section 3:** Section 2-268 of the Code of Ordinances is amended by creating Subsection (v) as follows:

**Section 2-268(v).**

1. For purposes of this Section, the following definitions shall apply:

Domestic Partner shall mean any two (2) adults of the same or opposite sex, who have registered as domestic partners with Broward County, or any other jurisdiction with a domestic partner registry pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one (1) of the domestic partners. A Contractor (as hereinafter defined) may institute an internal registry to allow for the provision of equal benefits to employees with a domestic partner who does not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A Contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by Broward County, Florida.

Cash equivalent shall mean the amount of money paid to an employee with a Domestic Partner in lieu of providing benefits to the employee’s Domestic Partner. The cash equivalent is equal to the employer’s direct expense of providing benefits to an employee for his or her spouse.

Competent to contract shall mean the two partners are mentally competent to contract.

Dependent shall mean a person who lives within the household of a domestic partnership and is:

(1) A biological child or adopted child of a domestic partner; or

(2) A dependent as defined under IRS regulations; or

(3) A ward of a domestic partner as determined in a guardianship proceeding.

**Domestic Partner Benefits Requirement** means a requirement for City Contractors to provide equal benefits for Domestic Partners. Contractors with five (5) or more employees contracting with the City, in an amount of \$20,000 or more ("Covered Contracts"), shall provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to the spouses of employees and/or the dependents of the spouses of employees. The Domestic Partner Benefits Requirement will be included in solicitations. A Domestic Partnership Certification Form will be included in all competitive solicitations and by virtue of the execution of the Domestic Partnership Certification Form, the contractor will certify whether it complies with the Domestic Partner Benefits Requirement.

**Equal Benefits** means the equality of benefits between employees with spouses and/or dependents of spouses and employees with Domestic Partners and/or dependents of Domestic Partners, and/or between spouses of employees and/or dependents of spouses and Domestic Partners of employees and/or dependents of Domestic Partners.

**2. Equal Benefits Requirements.**

A. All solicitations for Covered Contracts which are advertised shall include the requirement to provide equal benefits in the procurement specifications.

B. As part of the solicitation response, the Contractor shall certify that the Contractor:

1. Currently complies with the conditions of this Section; or

2. Will comply with the conditions of this Section at time of contract award; or

3. Will not comply with the conditions of this Section at time of contract award; or



4. Does not need to comply with the conditions of this Section because of allowable exemption.

The certification shall be in writing and signed by an authorized officer of the Contractor.

**3. Mandatory Contract Provisions Pertaining to Equal Benefits.** Unless otherwise exempt, every covered contract shall contain language that obligates the contractor to comply with the applicable provisions of this Section by providing the Domestic Partnership Certification Form.

**4. Exception and Waiver.** The provisions of this Section shall not apply where:

- A. The Contractor does not provide benefits to the spouse of an employee or the dependents of employee's spouse.
- B. The Contractor is a religious organization, association, society or any non-profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with, a religious organization, association or society.
- C. The Contractor is a governmental entity.
- D. The Contract is for the sale or lease of property.
- E. The Covered Contract is necessary to respond to an emergency.
- F. The provisions of this Section would violate grant requirements.
- G. The Contractor provides an employee the cash equivalent of benefits because the Contractor is unable to provide benefits to employees' Domestic Partners despite making reasonable efforts to provide them.
- H. Upon a majority vote, the City Commission may waive compliance of this Section

under the following circumstances:

1. Where only one (1) solicitation response is received;
2. Where more than one (1) solicitation response is received, but the solicitation demonstrates that none of the proposed solicitations can comply with the requirements of this Section; or
3. Where the cost of the Bid, as submitted by the lowest responsive bidder which complies with the requirements of this Section, would be at least five percent (5%) greater than the lowest responsive bid submitted by the bidder which does not comply with the requirements of this Section but would otherwise have been responsive if compliance with this Section would not have been listed as a requirement in the Bid specifications.
- I. In fiscal Year 2014, for a Covered Contract with a Contractor who provides reasonable assurances that the Contractor will provide benefits to employees' Domestic Partners in Fiscal Year 2014.

5. **Grandfather.** It is the intention of the City Commission that Contractors with existing contracts with the City be exempt from the application of this Ordinance until such contracts are renewed or amended.

**ATTACHMENT C**

**NON-DEBARMENT AFFIDAVIT**

\_\_\_\_\_ Being first duly sworn, deposes and says that:

He/She is \_\_\_\_\_ of \_\_\_\_\_ the Proposer ("Respondent") that has submitted the attached Proposal. By offering a submission to this RFP, the Respondent certifies and affirms that to the best of his/her knowledge and belief, that:

1. The Respondent is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any transaction of any Federal, state or local agency; and
2. The Respondent has not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property; and
3. The Respondent is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this affidavit; and
4. The Respondent has not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default; and
5. The Respondent will submit a revised Debarment Affidavit immediately if the status changes.

If the Respondent cannot certify that he/she is not debarred, he/she shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract. Failure to submit a debarment affidavit will disqualify the contractor from the award of any contract.

\_\_\_\_\_ Check here if an explanation is attached to this affidavit.

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF FLORIDA    )  
COUNTY OF BROWARD )

The foregoing Agreement was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, who has affirmed that he/she has been duly authorized to execute the above document. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

NOTARY'S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
Name of Acknowledger, typed, printed, or Stamped

## ATTACHMENT D

### DRUG-FREE WORKPLACE CERTIFICATION

Preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

---

COMPANY NAME

---

VENDOR'S SIGNATURE

**Must be executed and returned with attached proposal to be considered.**

ATTACHMENT E

NON-COLLUSIVE AFFIDAVIT

State of \_\_\_\_\_)

County of \_\_\_\_\_)

\_\_\_\_\_ being first duly sworn deposes and says that:

- (1) He/she is the \_\_\_\_\_, (Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_ the Proposer that has submitted the attached Proposal;
- (2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have 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 Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm, or person to fix the price or prices in the attached proposal or of any other Proposer, or to fix any overhead, profit, or cost elements 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 (Recipient), or any person interested in the proposed Work;
- (5) 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 other of its agents, representatives, owners, employees or parties in interest, including this affiant.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Sworn, to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016,

by \_\_\_\_\_.

Signature of Notary Public

\_\_\_\_ Personally known, or  
\_\_\_\_ Produced Identification

\_\_\_\_\_  
Type of ID Produced



**RFP #2016-11**  
**Marketing & Public Relations Consulting Services**

Name of Firm: Conceptual Communications

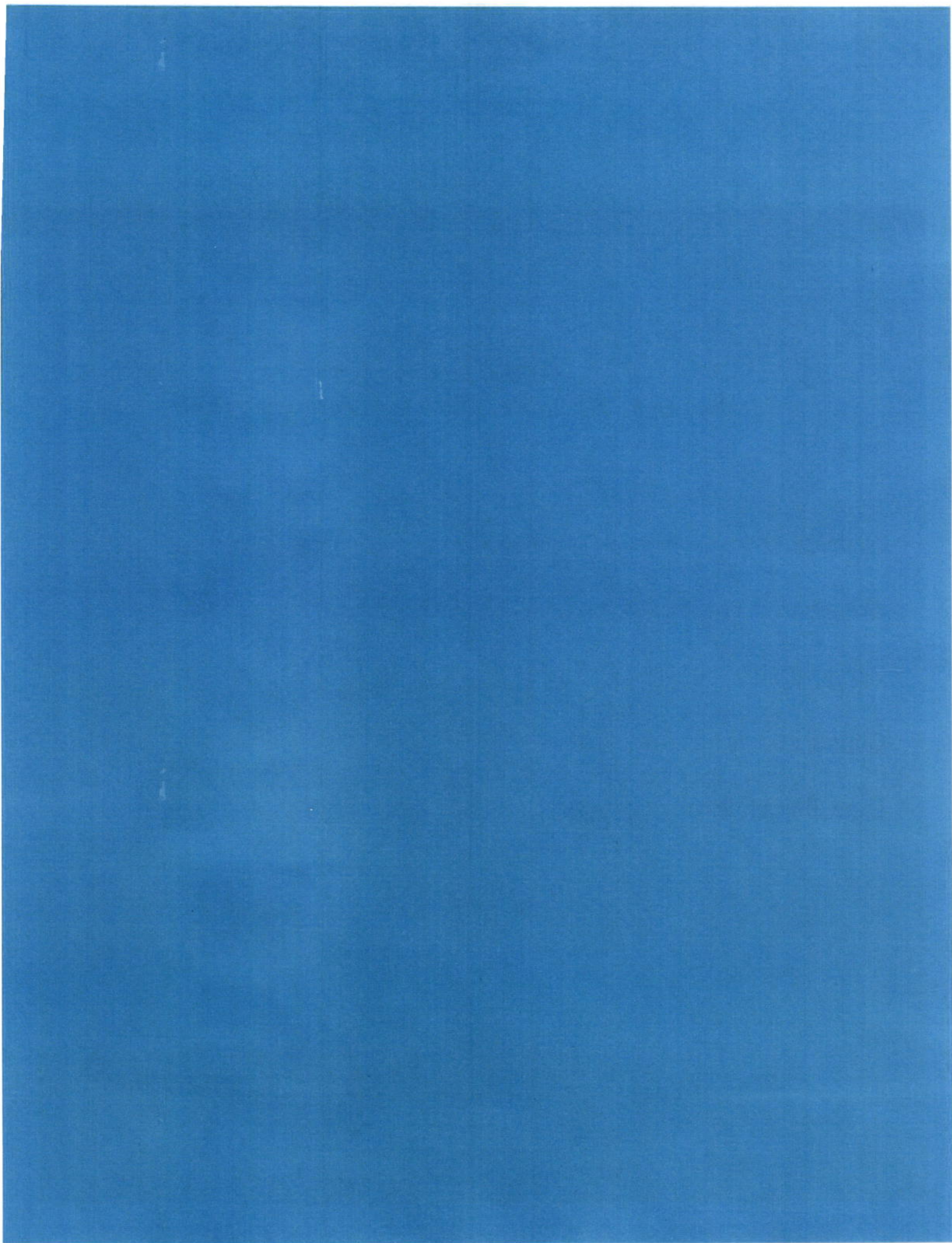
Address: 901 Progresso Drive, Suite 210, Ft. Lauderdale, Florida 33304

Phone: (954) 732-0754

Contact: Laurie Menekou, President

Date: July 11, 2016







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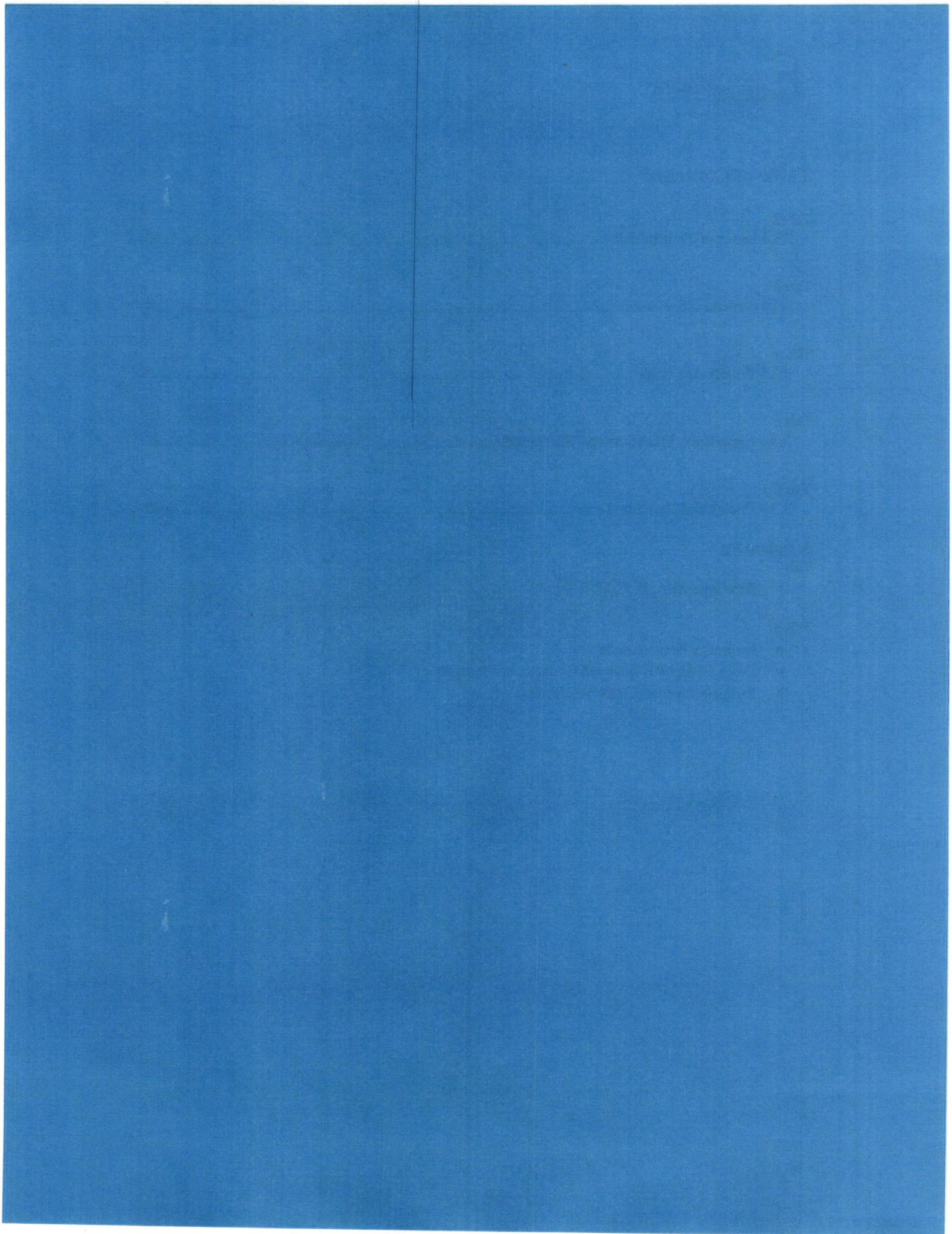
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  - Business License / EIN Verification









### 3.3.3 TAB 2: LETTER OF TRANSMITTAL

July 11, 2016

City of Wilton Manors  
Office of the City Clerk  
2020 Wilton Drive  
Wilton Manors, Florida 33305

**RE: RFP #2016-11**

Dear Ms. Sims and Colleagues at the City of Wilton Manors:

Thank you for the opportunity to respond to your Request for Proposals. My team has had the pleasure of working with city staff for the past three years. During that time we have accomplished every goal and objective that was budgeted for and/or outlined in RFP# 2013-4-24-01. Now, it is with great pleasure and enthusiasm that I, on behalf of the Conceptual Communications team, present the City of Wilton Manors with a comprehensive response to RFP# 2016-11 for Marketing and Public Relations Consulting Services.

The words *"Life's Just Better Here"* perfectly sum up the City of Wilton Manors. While offering all the amenities and lifestyle elements of a large city, Wilton Manors still maintains and presents residents, business owners and visitors with the warmth and welcoming atmosphere of a small town. Additionally, Wilton Manors has become the leading voice for the LGBTQ community by consistently and tirelessly advocating for equality and a brighter future that doesn't include violent acts filled with terror and hate.

In addition to developing the City's brand and tagline, we have implemented strategic marketing and public relations plans, launched email marketing and social media platforms, put crises plans in place and established the overall framework for how the City's news is published.

Our collaborative efforts have yielded positive results including securing \$195,228 in media placements to-date for FY 2016, increasing website traffic by 53% from FY 2014 to FY 2015, and reaching more than 56,000 people via Facebook with targeted \$50 monthly ad campaigns in FY 2015. The next phase of our efforts will continue to activate the City's brand and work in unison with the City's strategic plan.

Target Area 1: Complementary to the City's strategic plan, marketing and outreach efforts need to remain steadfast in four key areas; proactive public safety, sound government, strategic growth and redevelopment, and innovating and adapting for the future.

Target Area 2: The City must also focus on continuing to attract new businesses, retain current businesses, and work effectively with groups such as the Wilton Drive Improvement District, the Economic Development Task Force, the Wilton Manors Entertainment Group as well as ancillary





groups such as the Wilton Manors Business Association, to bridge gaps and keep an open dialogue between the City and the business community.

Target Area 3: Tourism is an integral component to the City’s future. Integrating targeted messaging to attract both local and non-local visitors will fuel the City’s local economy and continue to heighten the City’s brand awareness.

Target Area 4: More than ever before the LGBTQ community needs to remain strong as our country continues to grow into a more accepting nation. Life’s Just Better in Wilton Manors for many reasons, however one of the most evident reasons is the “accepting of all” undertow that steers the community. Keeping this messaging at the forefront will fuel further growth amongst this important target demographic.

Fort Lauderdale-based, DBE Certified, Conceptual Communications is a full service marketing and public relations firm that can offer the perfect mix of institutional municipal knowledge coupled with industry-wide experience. In addition to representing the City of Wilton Manors for the past three years, the Conceptual Communications team has a distinct level of experience stemming from President, Laurie Menekou’s impressive municipal background. Prior to launching Conceptual Communications in 2008, she served as the Assistant Director of Communications for the City of Weston, Florida. It’s her intrinsic knowledge of how a municipality functions on a day-to-day level that further secures her team’s ability to meet all the service requirements of RFP # 2016-11.

The intent of this response goes beyond outlining the requested services and associated pricing. The written and spoken word is a powerful force, one that can be leveraged to create more opportunities and competitive advantages for the City of Wilton Manors. Our team’s goals are clear – to continue to elevate the City’s brand and presence on a local, state and national scale.



We are excited to build upon the solid foundation we have developed over the past three years. As you read through our response you will notice forward motion boating icons (very Island City appropriate). This icon represents our fresh ideas as we “look ahead” to working with the City of Wilton Manors team for the next few years.

Conceptual Communications was founded on the simple platform of being able to provide efficient and cost-effective communications consulting services and we do hope that message is evident as you read and consider our response. We are confident that our work experience coupled with the measurable results the City has realized throughout the past three years, will not only meet, but also exceed your expectations - all while remaining cognoscente of City’s budget.

**Authorized Contact on Behalf of the Proposer:**

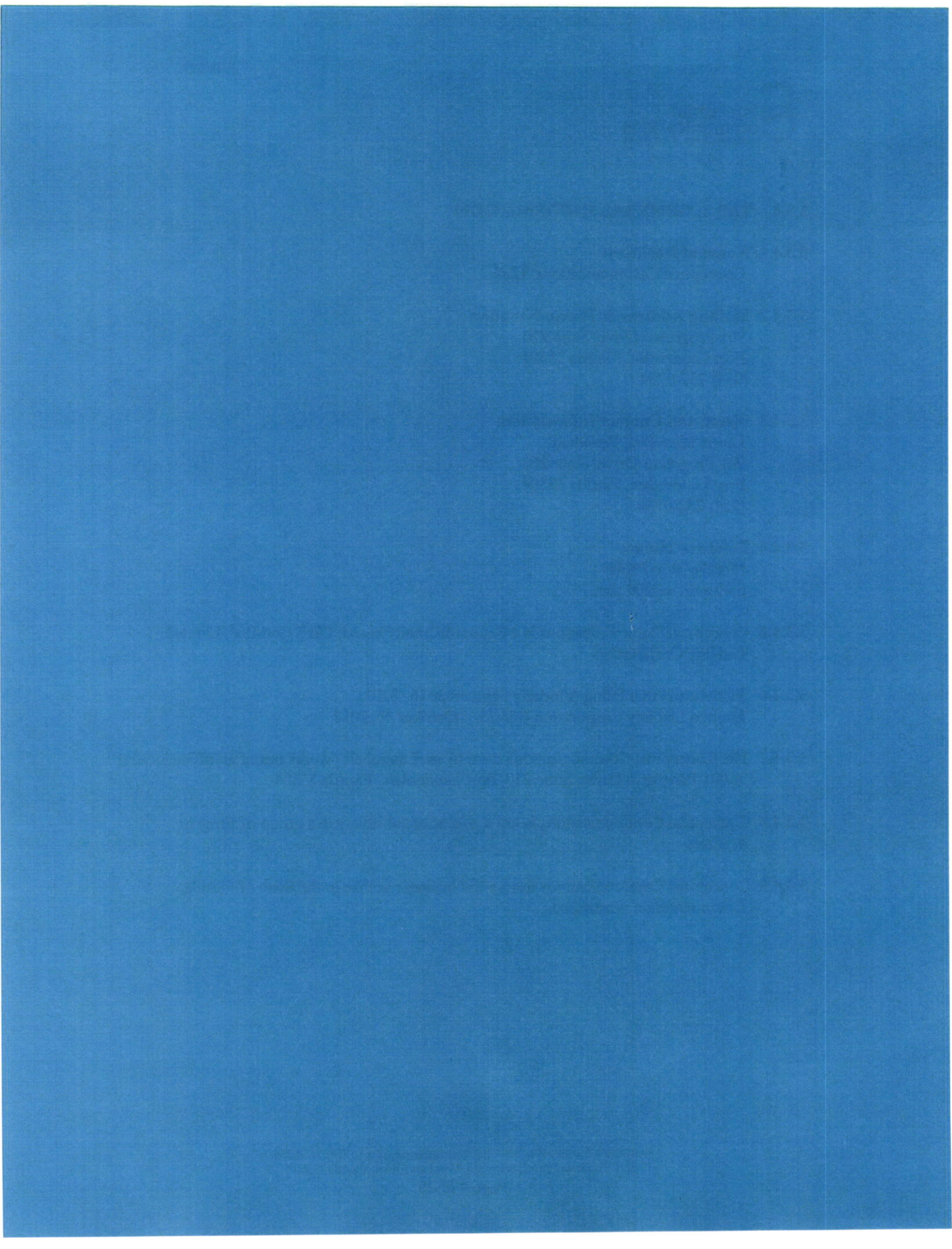
**Name:** Laurie Menekou **Title:** President, Conceptual Communications

**Address:** 901 Progresso Drive, #210, Fort Lauderdale, Florida 33304 | **Phone:** (954) 732-0754

**Kind, Creative & Inspiring Regards,**

Laurie Menekou, President, Conceptual Communications, Corporate Officer









### **3.3.4 TAB 3: GENERAL INFORMATION**

#### **3.3.4.1. Name of Business:**

Conceptual Communications, LLC

#### **3.3.4.2 Mailing Address & Phone Number:**

901 Progresso Drive, Suite 210  
Fort Lauderdale, Florida 33304  
(954) 732-0754

#### **3.3.4.3 Name and Contact Information:**

Laurie Menekou, President  
901 Progresso Drive, Suite 210  
Fort Lauderdale, Florida 33304  
(954) 732-0754

#### **3.3.4.4 Business Hours:**

Monday thru Friday  
8:00 a.m. to 6:00 p.m.

#### **3.3.4.5 Conceptual Communications is a Broward County based, DBE Certified, Limited Liability Corporation**

#### **3.3.4.6 Fictitious Name Filing (Florida): September 16, 2010 Limited Liability Corporation (Florida): October 30, 2012**

#### **3.3.4.7 The Conceptual Communications team (6 staff members) works out of an office located at 901 Progresso Drive, Suite 210, Fort Lauderdale, Florida 33304**

#### **3.3.4.8 Conceptual Communications is not a parent or subsidiary in a group of firms or agencies.**

#### **3.3.4.9 Conceptual Communications has a valid business license in the State of Florida. Documentation is attached.**



**3.3.5 TAB 4: PROJECT APPROACH**

**2.1: MEDIA AND PUBLIC RELATIONS**

**A) Continue to implement and periodically update the City’s established public relations plan in alignment with the City’s overall Strategic Plan, increasing the reputation and appeal of the City’s brand**

Conceptual Communications has been responsible for developing and implementing the City’s public relations plans for the past three years. To-date all items that were approved and/or budgeted for have been accomplished.

The current, 2015-2017, public relations plan is congruent with the strategic goals as rated by the City’s residents.

During the strategic planning process, that took place during Spring 2015, residents were asked to rate the level of focus that should be paid to a variety of strategic plan ideas. The table below shows the results. Seventy-eight percent of the respondents indicated that public safety in the City should be a main focus of the strategic plan, followed by good financial management (76%), making the City a destination point for residents and visitors (52%), communication with residents (50%), and road maintenance (50%).

	<i>No Focus</i>	<i>Little Focus</i>	<i>Some Focus</i>	<i>Main Focus</i>
Public safety	0%	3%	19%	78%
Good financial management	0%	3%	21%	76%
Make the City a destination for residents/visitors	3%	12%	33%	52%
Communication with residents	0%	6%	44%	50%
Road maintenance	1%	8%	41%	50%
Commercial corridors	1%	12%	42%	45%
Parks and Facilities	0%	11%	49%	40%
Recreational activities	3%	19%	53%	25%

Under the umbrella of the public relations plan, each strategic goal focus area (public safety, sound government, strategic growth and redevelopment, and innovating and adapting for the future), is now supported by corresponding public relations objectives and tactics to help accomplish each goal. The overarching goal of all public relations tactics is to leverage media coverage and/or community outreach initiatives to heighten the City’s brand awareness (i.e. drive traffic to the City’s website and convert engagement into participation).

Conceptual Communications develops and implements comprehensive and strategic public relations plans according to our proven systematic approach. The following diagram clearly illustrates each step of our strategic planning process that will be used to develop future strategic public relations plans for the City of Wilton Manors.





**B) Develop and maintain a diverse media distribution list and media contacts on behalf of the City of Wilton Manors.**

*"Be so good, they can't ignore you" - Steve Martin*

The Conceptual Communications team has been very effective in building solid relationships with both local and national media contacts on behalf of the City of Wilton Manors. Throughout the past three years, Conceptual Communications has forged relationships with countless new media contacts including; CBS Focus on S. Florida, Palette Magazine and Tropic Magazine.

In the current Fiscal Year (2016) alone, Conceptual Communications has secured more than \$195,000 in media placements!

Local media contacts at the *Sun Sentinel*, NBC, CBS, *The Pelican* and *SFGN* often directly reach out to the Conceptual Communications team for information and quotes on behalf of the City. Establishing these trustworthy relationships with the media is beneficial because they better ensure access to coverage and mutual respect during a crises. These same trustworthy relationships have also helped the team publish numerous op-ed pieces on behalf of the City's mayor and other elected officials.



**Looking ahead**, the Conceptual Communications team would like to expand media relations in the following areas:

- Connect with Spanish speaking media

- Connect with travel bloggers and writers
- Connect with national LGBTQ media contacts
- Conduct media training/draft talking points on a quarterly basis
- Host a media night out/event
- Monitoring of editorial calendars

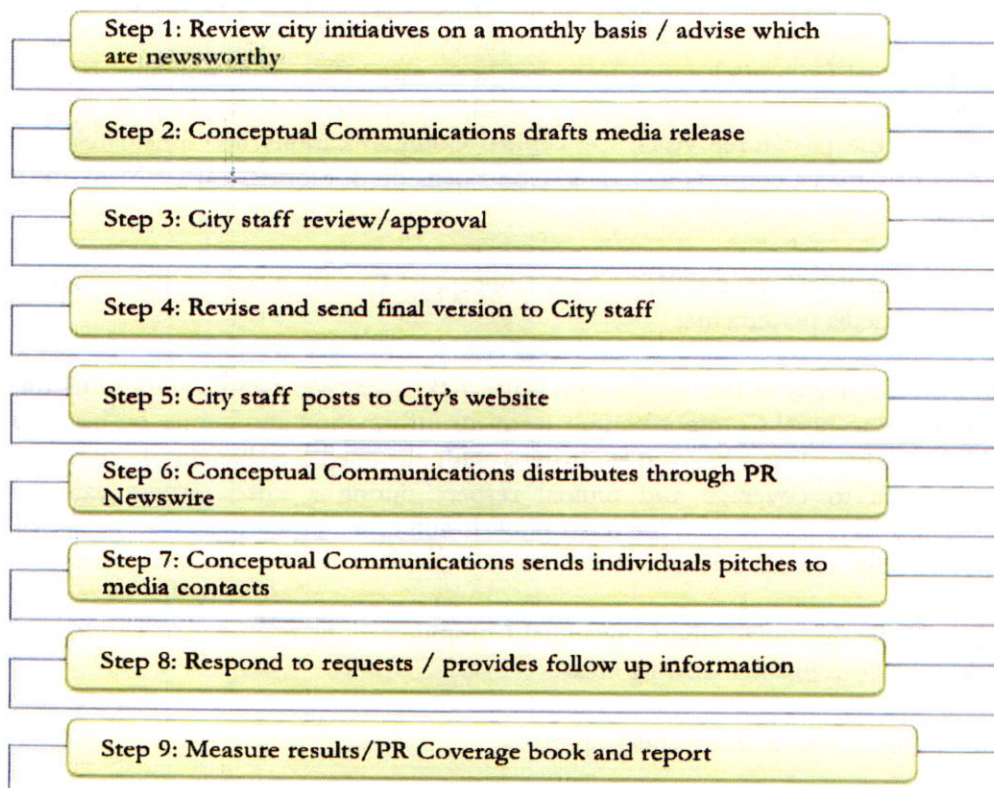
**C) Prepare and distribute press releases and media material**

In the past three years, the Conceptual Communications team has distributed more than 80 media releases on behalf of the City of Wilton Manors equating to more than 5,000 placements. All have been distributed in a timely manner according to our organic pitching philosophy.

Our organic pitching philosophy means we don't use media releases to pitch the media, as they are often times ignored. Instead, Conceptual Communications offers each and every media contact an organic pitch that is personalized, engaging and concise leaving them wanting more.

Additionally, the Conceptual Communications team closely monitors the City's event schedule. All events that are open to the public are pitched to more than a dozen print and digital event media calendars.

The Conceptual Communications team utilizes the below media release distribution system:





**D) Perform any other public relations related services relevant to the ongoing needs of the City.**

Public relations crises support is an integral service provided by the Conceptual Communications team. Throughout the past three years, our team has guided the City through various crises including, but not limited to, the Ted Galatis incident, boil water advisories, and most recently the Orlando massacre. While each incident required a unique course of action, the team's ability to quickly mobilize and effectively collaborate with various city departments and elected officials remained unchanged. Well versed in this area, the Conceptual Communications team developed and implemented the City's current PR Crises Plan.



**Looking ahead**, the Conceptual Communications team would like to expand PR crises efforts to include:

- More effective collaboration with the WMPD
- Development of boiler plate talking points that are in alignment with the City's brand
- Acquisition of key items such as media staging area signage
- Generic city-wide b-roll
- Ongoing media training for designated city spokesperson

**E) Continue to utilize social media, with emphasis on Facebook, Twitter and other digital communications channels**

After Launching the City's social media platforms (Facebook, Twitter and YouTube) in 2014, the City has reached hundreds of thousands of fans and followers! Some key metrics include:

Facebook

- **15 Ad Campaigns (2015)**
  - 56,454 people reached
  - 1,473 new page likes
- **919,257 Impressions (all time)**
- **3,331 Link Clicks (all time)**
- **12,200 Video Views (all time)**
  - 675 Video Comments
  - 1,951 Shares
  - 9K Likes

YouTube | Twitter

- 3,500+ Video Views
  - 33 Videos
- 208 Followers
- 42,678 Organic Impressions
- 844 Engagements

In addition to assisting with the development of the City's social media policy, the Conceptual Communications team has established a social media system to ensure all messages are reviewed and approved in a timely manner by city staff and that all messages are retained for public records retention requirements.

While the Conceptual Communications team plans to continue to develop engaging copy, post live from major city events and city commission meetings, and coordinate with the WMPD to cross promote – there is room to expand!



**Looking ahead**, the Conceptual Communications team would like to expand the City's social media platforms to include the following:

- Custom designed Snapchat geofilters that are in line the City's brand
- Dedicate time to collecting relevant images and creating a separate Instagram content calendar to activate that platform
- Running additional ads to further activate the City's brand

Additionally, the Conceptual Communications team would like to leverage social media to make city departments, staff, and commissioners more accessible to the community. The goal is to:

- Post a live monthly video with mayor, commissioner, or city staff member
- Conduct quarterly Twitter chats/twitter parties/tweet ups
- Leverage the new latest news feature on the website to share content from city staff (possibly guest posts). Here we can repurpose Town Crier content and break down topics into several posts, and incorporate posts from participants in city activities like Brains and Balance or parents of summer camp attendees

#### **F) Assist with the ongoing development of content and appearance of the City's website**

From FY 2014 to FY 2015 the City's website has seen a 53% increase in traffic. This is due to the following efforts implemented by the Conceptual Communications team:

- Implementing a web-based digital media release distribution system
- Utilizing social media
- Launching an email marketing system (e-news and business e-news)
- Posting the Town Crier to web-based ISSUU

Ensuring the City's new responsive website is developed according to best practice standards is something the Conceptual Communications team has remained committed to. To-date the Conceptual Communications team has played an important role in guiding preliminary design conversations and offered key suggestions such as, including Google translate, updating the current navigation to reflect the City's actual visitor traffic patterns, and ensuring that visually, the look and feel of the site is in alignment with the City's brand.





Looking ahead, the Conceptual Communications team will focus on:

- Conducting relevant keyword search reports
- Revising copy to include keywords / ensure all is up to date and not duplicative
- Designing custom icons for the homepage
- Assisting city staff with website updates post-launch, such as updating the main homepage slider on a monthly basis

## 2.2: MARKETING

**A) Continue to implement the City's integrated strategic marketing plan designed to increase awareness of city programs, activities, events and amenities. Implement marketing items and organize promotional communications.**

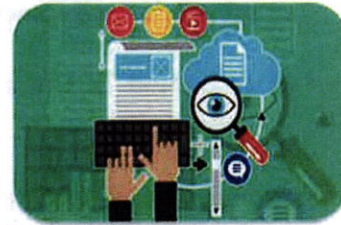
In October 2013 the Conceptual Communications team met with key city staff members to develop the City's first strategic marketing plan. Since then, marketing plans have been developed and reviewed on annual basis, objectives are met every month and tactics are performed on a daily basis. Following a best practice approach, the City's current integrated strategic marketing plan is broken down into three core areas:



Identifies marketing goals and objectives that relate to the City's strategic goals

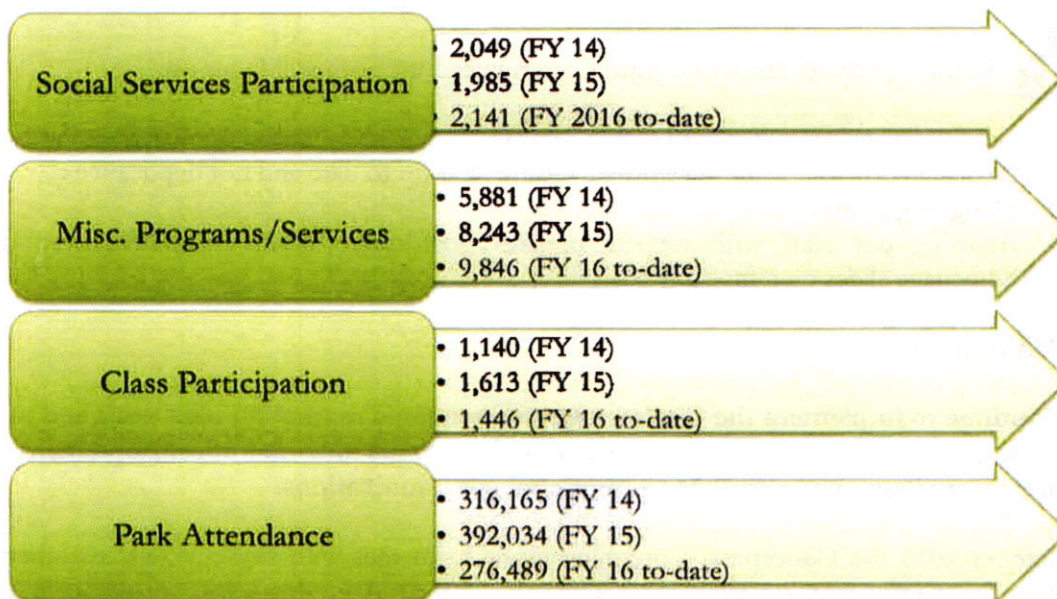


Defines the City's target audiences



Provides a roadmap to success outlining all tactics necessary to accomplish each goal and objective.

**#Results!** Promoting offerings by the City's leisure services department remains a key component in the strategic marketing plan. Working side-by-side with the leisure services staff, our team is proud to have helped garner the following results:



**B) Utilizing the established brand standards, assist in branding the City and increasing the reputation and appeal of the City's brand. Assist in the integration of the standards into all internal and external communications efforts.**

*"Your brand is the single most important investment you can make"*  
 - Steve Forbes

Consistency is key to continuing to strengthen the City's brand. The Conceptual Communications team has formed positive working relationships with all City partners (i.e. WMEG, Friend of the Library, Taste of the Island, Kiwanis, etc.) and looks forward to continuing the dialogue regarding the ongoing representation of the City's brand.



**Looking ahead, the Conceptual Communications team plans to;**

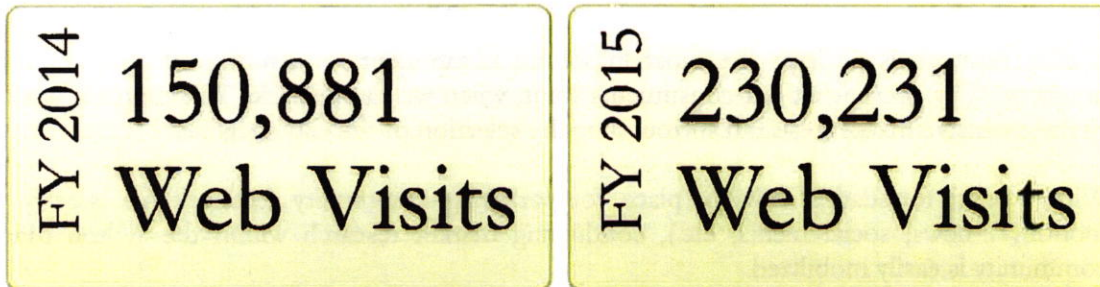
- Review all comprehensive documents
- Continue to produce the Town Crier in accordance with the City brand standards
- Host a branding workshop with city partners to roll out and comprehensively review the inclusion of the City's branding on external materials

**C) Utilizing appropriate tools, periodically generate key words to drive online traffic to City resources.**

Well versed in SEO, the Conceptual Communications team uses the most cutting-edge, real-time SEO tools to determine keywords. Our concise and easy to follow reports determine which keywords have the highest search numbers and the lowest competition. Once the report is complete, our award-winning and nationally published content team will skillfully infuse



keywords into digital content and even include in Alt photo descriptions on the backend of the website. Moving ahead, we recommend running keyword lists on a monthly or quarterly basis.



**D) Organize public service announcements and media-related functions for events. Develop printed material including newsletters, brochures, fliers, slide presentations and any other informational literature to support city programs, events and amenities.**

Our on-demand public relations team has provided on-site media coordination for major city events, during City Commission meetings, and during times of crises. With turnkey systems and positive relationships grounded in the south Florida media market, the Conceptual Communications team is very well versed in this arena.

Our talented graphic designer will custom design all printed material. With a high level of emphasis placed on detail, all printed materials are sure to encompass just the right amount of flare and creativity while still remaining consistent and true to the City's brand standards guidelines.

In regards to digital presentations, Conceptual Communications stays ahead of the technology curve by offering clients presentations on more popular and up-to-date platforms such as Keynote and Prezi.

While printed materials, digital presentations and the like are important, it is imperative that each piece of the communications puzzle is vetted. Conceptual Communications will constantly be referring back to our approved IMC Plan that will indicate when, where and how all printed materials are to be utilized. As new programs, events and activities arise, they will be assessed and assigned the appropriate marketing tactics for creating awareness.



**Looking ahead**, in addition to the annual design schedule for the Town Crier that the Conceptual Communications team has developed, the Conceptual Communications team plans to develop an annual graphic design schedule that is coordinated across all departments to ensure deadlines are met and ample creative design time is provided.

**E) Conduct market research to enhance and professionalize promotional materials and identify markets. Develop marketing activities.**

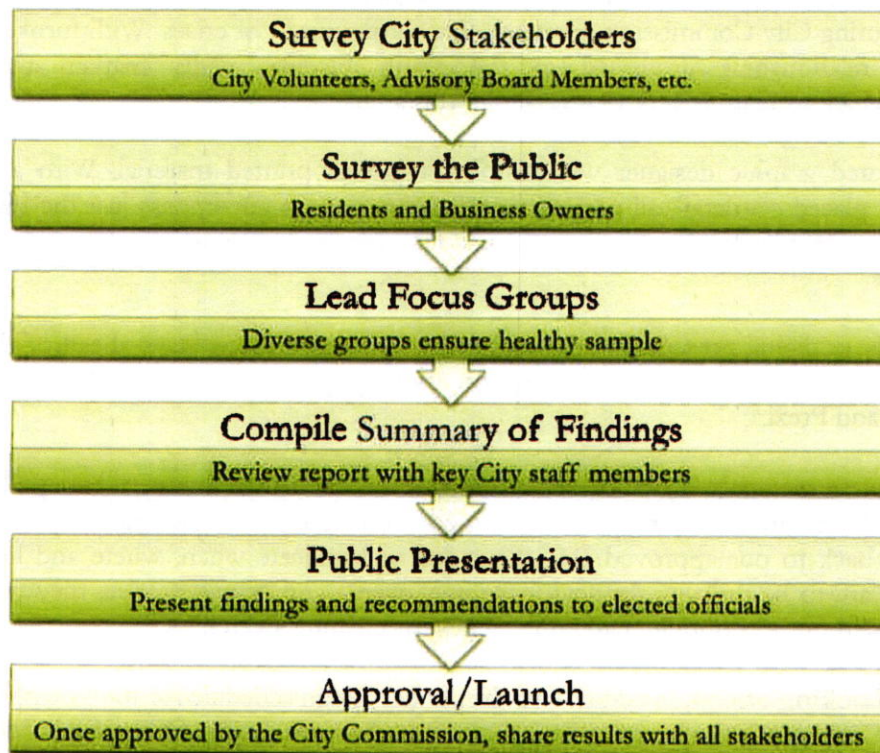


*"Get closer than ever to your customers. So close that you tell them what they need well before they realize it themselves" - Steve Jobs*

Market research is perhaps the most important component to ensuring effective marketing practices. Why guess what our constituents want, when we can just ask? This motto is what led to the extensive market research surrounding the selection of the City's tagline.

With a solid foundation now in place for garnering community feedback (i.e. weekly and monthly e-news, social media, etc.), conducting market research within the Wilton Manors community is easily mobilized.

Specifically, the market research process surrounding the selection of the City's tagline included researching dozens of municipal websites, the solicitation of more than 500 survey responses from city stakeholders, and 25-30 residents, volunteers and business owners participating in three different focus groups. From that successful process, we have been able to devise a proven system (outlined on the following page) for future market research needs.



**F) Assist in the continuing development and delivery of the City's message to all internal and external stakeholders, through all forms of media, including social, the Town Crier, periodic e-blast newsletters, etc.**

*"Exceeding expectations is where satisfaction ends and loyalty begins"*  
- Ron Kaufman

While most municipalities average a 9%-12% open rate, the City of Wilton Manors averages a 30%-35% open rate on all email marketing campaigns. With all distributions including the Town Crier, e-blasts and social media, timing and adhering to deadlines is key. The Conceptual Communications team provides on-demand marketing and public relations services via a team of passionate professionals with specific skill sets. As opposed to most traditional firms that assign multiple tasks (i.e. social media and graphic design) to one associate, our unique team approach ensures the City receives a skilled professional masterminding and creating in each area.

**G) Implement strategies to increase/improve social media participation of external stakeholders.**

With an intimate understanding of the City's brand, strategic goals and daily needs, the Conceptual Communications team is well positioned to implement strategies to increase and improve social media participation of external stakeholders.



Looking ahead, the Conceptual Communications team would like to focus on the following strategies for increasing participation of external stakeholders:

- Increase engaging content vs. pushing information
- Compile a list of external stakeholders and social media accounts and present to City staff for approval
- Reserve space for "external stakeholder" share in the monthly content calendar
- Build in additional time for interaction through City social media accounts, whereas as the City of Wilton Manors we can like, comment, and share on their accounts (interacting with external stakeholders on social media is a two-way street)
- Include weekly spotlights in the monthly content calendar: business owner, resident and partner (Broward County, City of Fort Lauderdale, Broward MPO, etc.)

**H) Monthly develop a planned and scheduled social media calendar based on City priorities.**

City staff input and approval is a key piece to the equation. The Conceptual Communications team drafts the social media content calendar after reviewing the most recent Town Crier, city website, flyers in city hall, and updates from the leisure services department. Once city staff reviews and approves the social media content calendar, messages are scheduled on a weekly basis according to optimal posting times to ensure we reach the largest number of followers.

**I) Support the marketing and public relations components related to achieving the City's short and long-term goals.**





*"We are what we repeatedly do. Excellence then is not an act,  
but a habit" - Aristotle*

The support that City staff will receive from the Conceptual Communications team is immeasurable due to their unparalleled level of work ethic. Each and every professional service performed under the realm of this RFP will be working to achieve a long and or short-term goal of the City. The strategic planning involved in deciding what marketing and public relations tactics are ultimately put into practice, will ensure that achieving the City's short and long term goals will be directly supported by marketing and public relations services that Conceptual Communications performs.

Additionally, Conceptual Communications insists on tracking and measuring results to make necessary adjustments as needed. The following action items will be used to track results and ensure the short and long term goals are being achieved:

- Track all media coverage and provide detailed reports to city staff/officials
- Evaluate and track SEO and website activity
- Evaluate event attendance and social media followers and engagement levels
- Obtain feedback from city stakeholders

**J) Develop, implement and present monthly a city approved set of quantitative measures to track results.**

**Measuring PR:** Earlier this year, the Conceptual Communications team partnered with Coverage Book – a new technology for presenting media coverage. In lieu of a traditional media report, our monthly coverage books provide a first hand look at all earned media coverage, a metric system for ranking digital content and an ROI for all media placements (as shown below).

**Wilton Manors Advertising Equivalency for Earned Media Coverage**  
(October 2015 - June 2016)

October 2015

**Total Advertising Equivalency: \$9,825**

\*Note included Taste of the Island Focus on South Florida & Inside South Florida

November 2015

**Total Advertising Equivalency: \$2,210**

December 2015

**Total Advertising Equivalency: \$2,480**

January 2016

**Total Advertising Equivalency: \$1,370.90**



February 2016

**Total Advertising Equivalency: \$2,861**

March 2016

**Total Advertising Equivalency: \$6,308.28**

April 2016

**Total Advertising Equivalency: \$7,608.06**

May 2016

**Total Advertising Equivalency: \$3,910.82**

June 2016

**Total Advertising Equivalency: \$148,384.26**

Palette Magazine:

**Total Advertising Equivalency for Print Coverage: \$10,270.00**

**Total: \$195,228.86 in media placements**

**Measuring Marketing:** At the conclusion of each month, the Conceptual Communications team provides a detailed marketing report for review. This includes social media increases as well as email marketing results including number of active contacts, click through and open rates.

**Measuring Social Media:** On a monthly basis the Conceptual Communications team prepares very detailed social media reports that keep City staff up-to-date on the demographics of social media followers, post engagement levels and the results of monthly ad campaigns.

**Measuring Digital Traffic:** On a quarterly basis the Conceptual Communications team reviews the City's website and compiles an analytics report detailing new vs. returning visitors, popular pages, bounce rate and more!

**City Commission Updates:** Upon the request of city staff (typically three to four times per year) the Conceptual Communications team presents a formal marketing and public relations update to the City Commission. The report includes high-level metrics, an overview of new initiatives, and updates in regards to the implementation of the City's strategic public relations and marketing plans.

**K) Develop and provide a coordinated compilation of B-roll video of city landmarks and highlights.**





Being present to win is the statement that is most imperative to capturing B-Roll. The Conceptual Communications team is based within two miles of City Hall. Our close proximity allows us to quickly mobilize to capture B-Roll and attend city events on a regular basis. Our nationally recognized video team, C&I Studios, also located within two miles of city hall uses state of the art equipment and has experience shooting and editing for major brands such as Coca Cola, and Mercedes. To date, the Conceptual Communications team has captured footage from every major city event and leveraged that footage to garner additional media coverage on major television outlets such as NBC, CBS and WSVN.

**L) Create a minimum of two promotional videos annually, including a video annual report and a video promoting the City as a tourism destination point. Assist in the distribution of the videos.**

*"The best marketing, doesn't look like marketing" - Tom Fishburne*

The Conceptual Communications team follows the below turnkey approach to producing videos in a timely and professional manner:

- Set budget
- Draft shot list/# of locations
- Develop script outline
- Obtain shoot and edit quote from video team
- Present quote and concept to city staff for approval
- Determine video timeline
- Draft video script
- Compile all still images and B-roll (schedule B-roll shots as needed)
- Review first draft of video, then send to city staff with recommended revisions
- Send first round of revisions to video editing team
- Review second draft, final changes, final approvals
- Post to the city's YouTube Channel and website
- Promote the video via social media, email marketing, media release, Town Crier, at any applicable upcoming city events (i.e. Mickel Park video)
- Track and report views

**M) Conduct market research to assist in the development and enhancement of marketing activities. (SEE RESPONSE TO E)**



### 2.3: SALES/SPONSORSHIPS

#### A) Coordinate regional and national sponsorship campaign, including packaging, (video, portfolio, folder, etc.)

*"If you want to live a happy life, tie it to a goal, not people or objects"  
- Albert Einstein*

The most effective sponsorship campaigns have a direct ask with a clearly defined goals. As a full service marketing and public relations firm, the Conceptual Communications team can develop all campaign components including video, portfolio, folder, etc. Here is an outline of our team's project approach:

**Step 1:** Conduct brainstorming session with key city staff to set goals, objectives and timelines.

**Step 2:** Identify target audience(s).

**Step 3:** Conduct market research such as A/B tests to determine which messaging or graphics test better with sample target audiences. Research sponsorship conduits such as Go Fund Me and similar campaigns, related case studies and white papers. Present market research findings to city staff and officials.

**Step 4:** Develop all campaign materials and messaging in accordance with the City's brand standards and tagline.

**Step 5:** Promote the campaign in engaging ways and use all relevant communications tools including, but not limited to:

- Media releases
- Social media
- City's website and applicable partner websites (i.e. WMEG)
- Email marketing
- Targeted media buys

**Step 6:** Measure and track results. Publish related case study and/or white paper.

#### B) Develop a naming rights policy (Fees, duration, etc.) to consider the City approval for naming facilities, structures, amenities, etc.

The Conceptual Communications team would be honored to work with city staff, the city attorney's office, elected officials and the WMEG on developing a naming rights policy. Our team's project approach is outlined as follows:





Expanding on Step 2 and Step 4, the Conceptual Communications team will lead city staff through a brainstorming session to specifically determine answers to questions such as:

- What branch of city government can ultimately approve naming rights? For example, recommendation of the City Manager with City Commission approval required.
- Shall city staff consider naming rights based on a nomination or referral from a representative from another public organization?
- Can city facilities that currently have a name reflecting a historical or geographical reference be renamed?
- If naming recognition is tied to a donation, is there a certain percentage of the appraised value or annual maintenance budget that the donation must exceed for consideration?

**C) Develop local sponsorship support in a centralized approach**

The Conceptual Communications team is responsible for designing the current city events sponsorship package. To centralize the approach, our team will focus on the following key components:

- Work in tandem with the WMEG to ensure future sponsorship materials are in alignment with the City's brand standards guidelines
- Continue to work with the leisure services staff to keep all sponsorship materials current
- Assist the City in integrating sponsorship registration on the new city website (see the following client example)

### Give Online Today!

We are pleased to provide you these three convenient online giving options.

**1. One-Time Donation:** Once you click on the "One Time Donation" option below, you will be able to input your donation amount and indicate if your donation is for our general fund or a specific ministry.

**2. Scheduled Donations:** Scheduling a recurring donation is a convenient way to contribute on a weekly or monthly basis. By clicking on the "Recurring Gift Now" option below, you will have the ability to select which day of the week or month you would like to have your donation automatically withdrawn from your account, and specify if your donation is for our general fund or a specific ministry.

**3. Pledge 2015 Campaign:** By selecting the "Pledge 2016 Campaign" option below, you will have the ability to conveniently make your annual pledge right from your computer.

**Please Note:** When you select any of the three options below, you will be transferred to our secure Shelby donation system.

One-Time Donation

Recurring Gift Now

Pledge 2016 Campaign

- Continue to leverage public relations efforts and tools to secure additional sponsors. The Conceptual Communications team has utilized public relations efforts to promote sponsorship opportunities and helped the City secure sponsors such as Wells Fargo, Whole Foods and most recently The Metropolitan.



### 3.3.6 TAB 5: EXPERIENCE AND QUALIFICATIONS

#### 3.3.6.1 Number of Years in Business

Founder and President, Laurie Menekou founded Conceptual Communications in 2008 at the request of several organizations such as the Leadership Broward Foundation, Dirt Pros and Kids Ecology Corps. She quickly realized that the needs of most organizations, cities and companies were not being met and decided to offer a solution – Conceptual Communications. Since then, Laurie and her team at Conceptual Communications have strengthened the brands of numerous clients across the public, private and non-profit sectors.

#### 3.3.6.2 Proposer's Qualifications

The Conceptual Communications team has provided marketing and public relations services to the City of Wilton Manors for three years and is established as the go-to source for local and national media contacts. In addition to developing and implementing the City's current marketing and public systems and plans, each member of the team is highly skilled in a specific core service area.

#### Meet Laurie Menekou, Founder & President

The team's distinctive level of experience stems from Founder and President, Laurie Menekou's impressive municipal background. Prior to launching Conceptual Communications in 2008, Ms. Menekou served as the Assistant Director of Communications for the City of Weston.

Serving as the City of Weston's community liaison and public information officer (PIO), Laurie acquired a seasoned skill-set working seamlessly alongside elected officials, state representatives, high-ranking city officials, residents, business owners and community partners.

In addition to Ms. Menekou's municipal portfolio, her and the Conceptual Communications team are credited with helping dozens of organizations in the public, private and non-profit sectors develop and implement integrated marketing and public relations plans to support future growth.



#### Laurie Menekou, Founder & President

- Project manager and main point of contact
- Attend city meetings and meetings with key stakeholders
- Oversee all media relations and email marketing distributions
- Strategic planning initiatives
- Overall creative concept development
- Crises management



**Joyce Mealey, Public Relations Manager**

- Composition and distribution of event calendar placement requests
- Distribute media pitches
- Follow up and coordinate media requests
- Distribute media releases to local and non-local media
- On-site event management and media relations
- Manage media contact list
- Monitor editorial calendars



**Lori Vajda, Director of Creative Content**

- Composition of media releases
- Composition of blog posts
- Composition of event calendar requests
- Composition of op-ed articles
- Composition of keyword reports
- Composition of website copy
- Composition of video scripts



**Jessica Chesler, Digital Media Manager**

- Manage all social media pages
- Composition of social media content
- Distribute content across all social media platforms
- Devise creative concepts to continually grow fans and followers
- Organize pay per click and digital advertising campaigns



**Amy Goldberg, Digital Media Analyst**

- Compile monthly social media and PR reports
- Compile quarterly Google analytics reports
- Conduct SEO research pertaining to key word relevancy
- Manage website updates
- Research web and print advertising opportunities
- Conduct and analyze market research



**David Roth, Director of Graphic Design & Layout**

- Design and develop all printed and web-based materials
- Create custom presentations
- Create special high resolution files





### 3.3.6.2 References

#### Reference #1

Client: Ft. Lauderdale Transit Management Association a/k/a Sun Trolley  
Contact: Robyn Chiarelli, Executive Director (954) 494-9680 | [rchiarelli@suntrolley.com](mailto:rchiarelli@suntrolley.com)  
Description of Services: Retained to provide ongoing monthly marketing and public relations services including development of promotional materials, awareness campaigns, social media management and engagement, media relations and crises management.

#### Reference #2

Client: Victory Living Programs  
Contact: Bobbi Wigand, Executive Director (954) 616-1074  
Description of Services: Retained to manage a \$25k rebranding campaign consisting of IMC Plan composition and implementation, website redesign, promotional video production, development of printed promotional materials and program awareness initiatives.

#### Reference #3

Client: Broward MPO  
Contact: Greg Stuart (954) 876-0033 | [stuartg@browardmpo.org](mailto:stuartg@browardmpo.org)  
Description of Services: Retained to maintain all social media platforms (Facebook, Twitter, Instagram). Cut monthly ad budget by 4/5 and increased followers by more than 2k in 16 months.

#### Reference #4

Client: North Beach Village Resort  
Contact: Christine Sposa, VP of Operations | (954) 899-7899 | [Csposa@nbvresorts.com](mailto:Csposa@nbvresorts.com)  
Description of Services: Provide comprehensive branding, marketing and public relations services for 17 hotel resort properties. Responsible for opening the North Beach Village Design Center and securing more than \$15k in media placements.

#### Reference #5

Client: Coral Springs Museum of Art in partnership with the City of Coral Springs  
Contact: Julia Andrews (954) 340-5000 | [jandrews@coralsprings.org](mailto:jandrews@coralsprings.org)  
Description of Services: Retained to manage and provide public relations and marketing services.



### **3.3.7 TAB 6: PRICING OF SERVICES / PAYMENT TERMS**

**3.3.7.1** Pricing breakdown is attached. Budget is based upon the City's FY 2017 budget of \$36k for Marketing & PR Services. Fees on both an annual and monthly basis are displayed on the attached Cost Estimate Breakdown

**3.3.7.2** Yes, we are willing to accept payment via the City's P-Card.



# Conceptual Communications

City of Wilton Manors - Marketing/Public Relations Services  
 Fee Breakdown RFP# 2016-11

<u>Task</u>	<u>Consultant/Discipline</u>	<u>Hours</u>	<u>Hourly Rate</u>	<u>Total Fee</u>
<b>Develop/Implement Strategic PR &amp; Marketing Plans / Sponsorship Campaigns</b>				
	Senior Project Manager	96	\$ 75	\$ 7,200
	Public Relations Manager	120	\$ 65	\$ 7,800
	Content Strategist	60	\$ 55	\$ 3,300
	Digital Media Manager		\$ 45	\$ -
	Digital Media Aanalyst		\$ 35	\$ -
	Graphic Designer		\$ 50	\$ -
	<i>Sub-Total</i>			<u>\$ 18,300</u>
<b>Social Media / SEO / Web Updates/Reporting</b>				
	Senior Project Manager	12	\$ 75	\$ 900
	Public Relations Manager		\$ 65	\$ -
	Content Strategist		\$ 55	\$ -
	Digital Media Manager	144	\$ 45	\$ 6,480
	Digital Media Aanalyst	48	\$ 35	\$ 1,680
	Graphic Designer	12	\$ 50	\$ 600
	<i>Sub-Total</i>			<u>\$ 9,660</u>
<b>Print Materials / Video Scripts</b>				
	Senior Project Manager	24	\$ 75	\$ 1,800
	Public Relations Manager		\$ 65	\$ -
	Content Strategist	6	\$ 55	\$ 330
	Digital Media Manager		\$ 45	\$ -
	Digital Media Aanalyst		\$ 35	\$ -
	Graphic Designer	60	\$ 50	\$ 3,000
	<i>Sub-Total</i>			<u>\$ 5,130</u>
	<i>Total Hours/Year</i>	<i>582</i>		<u>\$ 33,090</u>
Media Release Distribution Service (Flat Fee)				\$ 2,500
Social Media Ad Campaigns				\$ 400
<b>TOTAL CONTRACT ESTIMATE</b>				<b>\$ 35,990</b>
<i>Monthly Retainer (excludes media distribution fee and social media campaigns)</i>				<u><i>\$ 2,757.50</i></u>



11/16/16

ATTACHMENT A

**NON-DISCRIMINATION AFFIDAVIT**

I, the undersigned, hereby duly sworn, depose and say that the organization or business entity represented herein shall not discriminate against any person in its operations, activities or delivery of services under any agreement it enters into with the City of Wilton Manors. The same shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

It is the policy of the City of Wilton Manors that Minority/Women - Owned Business Enterprises (MWBE) shall have the maximum opportunity to participate in all contracts. The City of Wilton Manors will accept MWBE certifications from Broward County and any State of Florida certification.

Further, City Code Section 2-269 requires that all contracting agencies of the City, or any department thereof, acting for or on behalf of the City, shall include in all contracts and property contracts hereinafter executed or amended in any manner or as to any portion thereof, a provision obligating the contractor not to unlawfully discriminate (as proscribed by federal, state, county, or other local law) on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age above the age of 21, sexual orientation, gender identity or expression, marital status, pregnancy, familial status, veterans status, political affiliation, or physical or mental disability and such person's association with members of classes protected under this chapter or in retaliation for or opposition to any practices forbidden under this chapter against any employee of, any City employee working with, or applicant for employment with such contractor and shall require such contractor to include a similar provision in all subcontracts executed or amended there under.

By: [Signature]

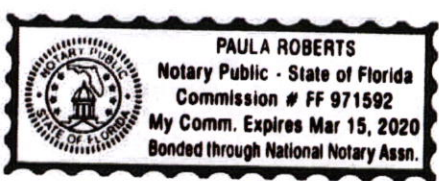
Title: President

STATE OF FLORIDA  
COUNTY OF Broward

Sworn to and subscribed before me this 7 day of July, 2016, by Lawrie I. Menekou.

[Signature]  
Signature of Notary Public

Personally known, or  
 Produced Identification  
PIDL  
Type of ID Produced



**ATTACHMENT B**

**DOMESTIC PARTNERSHIP CERTIFICATION FORM**

I, the undersigned, hereby duly sworn, depose and say that the organization or business entity represented herein shall abide by the provisions of the City of Wilton Manors Code Section 2-268(v) in any activities or delivery of services under any agreement it enters into with the City of Wilton Manors.

The City of Wilton Manors Code Section 2-268(v) (see attached), establishes a Domestic Partner Benefits Requirement as described below:

*"Domestic Partner Benefits Requirement means a requirement for City Contractors to provide equal benefits for Domestic Partners. Contractors with five (5) or more employees contracting with the City, in an amount of \$20,000 or more ("Covered Contracts"), shall provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to the spouses of employees and/or the dependents of the spouses of employees. A Domestic Partnership Certification Form will be included in all competitive solicitations and by virtue of the execution of the Domestic Partnership Certification Form, the contractor will certify whether it complies with the Domestic Partner Benefits Requirement."*

By: [Signature]

Title: President

Company: Conceptual Communicators

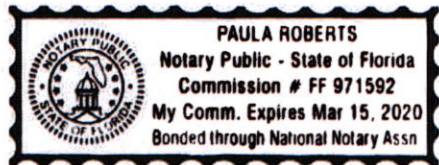
STATE OF FLORIDA  
COUNTY OF Broward

Sworn, to and subscribed before me this 7<sup>th</sup> day of July, 2016,

by Louise I Menekou

[Signature]  
Signature of Notary Public

     Personally known, or  
  X   Produced Identification  
  PDL    
Type of ID Produced





**CITY OF WILTON MANORS, FLORIDA**

**ORDINANCE NO. 2013 – 0013**

**(Excerpt – Section 3, “Domestic Partner Benefits Requirement”)**

**Effective October 1, 2013**

**Section 3:** Section 2-268 of the Code of Ordinances is amended by creating Subsection

(v) as follows:

**Section 2-268(v).**

1. For purposes of this Section, the following definitions shall apply:

Domestic Partner shall mean any two (2) adults of the same or opposite sex, who have registered as domestic partners with Broward County, or any other jurisdiction with a domestic partner registry pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at least one (1) of the domestic partners. A Contractor (as hereinafter defined) may institute an internal registry to allow for the provision of equal benefits to employees with a domestic partner who does not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A Contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by Broward County, Florida.

Cash equivalent shall mean the amount of money paid to an employee with a Domestic Partner in lieu of providing benefits to the employee’s Domestic Partner. The cash equivalent is equal to the employer’s direct expense of providing benefits to an employee for his or her spouse.

Competent to contract shall mean the two partners are mentally competent to contract.

Dependent shall mean a person who lives within the household of a domestic partnership and is:



- (1) A biological child or adopted child of a domestic partner; or
- (2) A dependent as defined under IRS regulations; or
- (3) A ward of a domestic partner as determined in a guardianship proceeding.

**Domestic Partner Benefits Requirement** means a requirement for City Contractors to provide equal benefits for Domestic Partners. Contractors with five (5) or more employees contracting with the City, in an amount of \$20,000 or more ("Covered Contracts"), shall provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to the spouses of employees and/or the dependents of the spouses of employees. The Domestic Partner Benefits Requirement will be included in solicitations. A Domestic Partnership Certification Form will be included in all competitive solicitations and by virtue of the execution of the Domestic Partnership Certification Form, the contractor will certify whether it complies with the Domestic Partner Benefits Requirement.

**Equal Benefits** means the equality of benefits between employees with spouses and/or dependents of spouses and employees with Domestic Partners and/or dependents of Domestic Partners, and/or between spouses of employees and/or dependents of spouses and Domestic Partners of employees and/or dependents of Domestic Partners.

**2. Equal Benefits Requirements.**

- A. All solicitations for Covered Contracts which are advertised shall include the requirement to provide equal benefits in the procurement specifications.
- B. As part of the solicitation response, the Contractor shall certify that the Contractor:
  1. Currently complies with the conditions of this Section; or
  2. Will comply with the conditions of this Section at time of contract award; or
  3. Will not comply with the conditions of this Section at time of contract award; or

4. Does not need to comply with the conditions of this Section because of allowable exemption.

The certification shall be in writing and signed by an authorized officer of the Contractor.

3. **Mandatory Contract Provisions Pertaining to Equal Benefits.** Unless otherwise exempt, every covered contract shall contain language that obligates the contractor to comply with the applicable provisions of this Section by providing the Domestic Partnership Certification Form.

4. **Exception and Waiver.** The provisions of this Section shall not apply where:

- A. The Contractor does not provide benefits to the spouse of an employee or the dependents of employee's spouse.
- B. The Contractor is a religious organization, association, society or any non-profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with, a religious organization, association or society.
- C. The Contractor is a governmental entity.
- D. The Contract is for the sale or lease of property.
- E. The Covered Contract is necessary to respond to an emergency.
- F. The provisions of this Section would violate grant requirements.
- G. The Contractor provides an employee the cash equivalent of benefits because the Contractor is unable to provide benefits to employees' Domestic Partners despite making reasonable efforts to provide them.
- H. Upon a majority vote, the City Commission may waive compliance of this Section

under the following circumstances:

1. Where only one (1) solicitation response is received;
2. Where more than one (1) solicitation response is received, but the solicitation demonstrates that none of the proposed solicitations can comply with the requirements of this Section; or
3. Where the cost of the Bid, as submitted by the lowest responsive bidder which complies with the requirements of this Section, would be at least five percent (5%) greater than the lowest responsive bid submitted by the bidder which does not comply with the requirements of this Section but would otherwise have been responsive if compliance with this Section would not have been listed as a requirement in the Bid specifications.
1. In fiscal Year 2014, for a Covered Contract with a Contractor who provides reasonable assurances that the Contractor will provide benefits to employees' Domestic Partners in Fiscal Year 2014.

5. **Grandfather.** It is the intention of the City Commission that Contractors with existing contracts with the City be exempt from the application of this Ordinance until such contracts are renewed or amended.



**ATTACHMENT C**

**NON-DEBARMENT AFFIDAVIT**

Laure Menetou

Being first duly sworn, deposes and says that:

He/~~she~~ is President of Conceptual Communication the Proposer ("Respondent") that has submitted the attached Proposal. By offering a submission to this RFP, the Respondent certifies and affirms that to the best of his/her knowledge and belief, that:

1. The Respondent is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any transaction of any Federal, state or local agency; and
2. The Respondent has not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property; and
3. The Respondent is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this affidavit; and
4. The Respondent has not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default; and
5. The Respondent will submit a revised Debarment Affidavit immediately if the status changes.

If the Respondent cannot certify that he/she is not debarred, he/she shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract. Failure to submit a debarment affidavit will disqualify the contractor from the award of any contract.

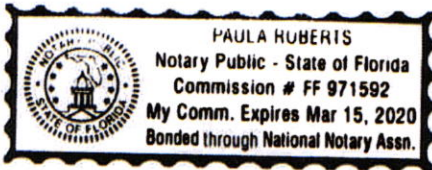
       Check here if an explanation is attached to this affidavit.

By: [Signature]  
Print Name: Lauree Menekou  
Title: President  
Date: 7/7/16

STATE OF FLORIDA )  
COUNTY OF BROWARD )

The foregoing Agreement was acknowledged before me this 7<sup>th</sup> day of July, 2016, by Lauree I Menekou who has affirmed that he/she has been duly authorized to execute the above document. He/she is personally known to me or has produced AIDL as identification.

NOTARY'S SEAL:



[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA  
Paula Huberts  
Name of Acknowledger, typed, printed, or Stamped

**ATTACHMENT D**

**DRUG-FREE WORKPLACE CERTIFICATION**

Preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Conceptual Communications

COMPANY NAME

[Signature]  
VENDOR'S SIGNATURE

**Must be executed and returned with attached proposal to be considered.**



ATTACHMENT E

NON-COLLUSIVE AFFIDAVIT

State of Florida

County of Broward

\_\_\_\_\_ being first duly sworn deposes and says that:

- (1) He/she is the President (Owner, Partner, Officer, Representative or Agent) of Conceptual Communications the Proposer that has submitted the attached Proposal;
- (2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or sham Proposal;
- (4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have 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 Work for which the attached Proposal has been submitted; or to refrain from proposing in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm, or person to fix the price or prices in the attached proposal or of any other Proposer, or to fix any overhead, profit, or cost elements 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 (Recipient), or any person interested in the proposed Work;
- (5) 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 other of its agents, representatives, owners, employees or parties in interest, including this affiant.

By: \_\_\_\_\_

Title: President

Company: Conceptual Communications

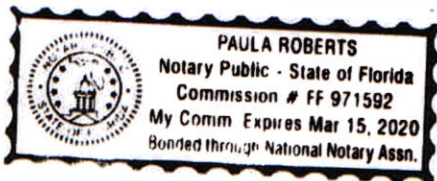
STATE OF FLORIDA  
COUNTY OF Broward

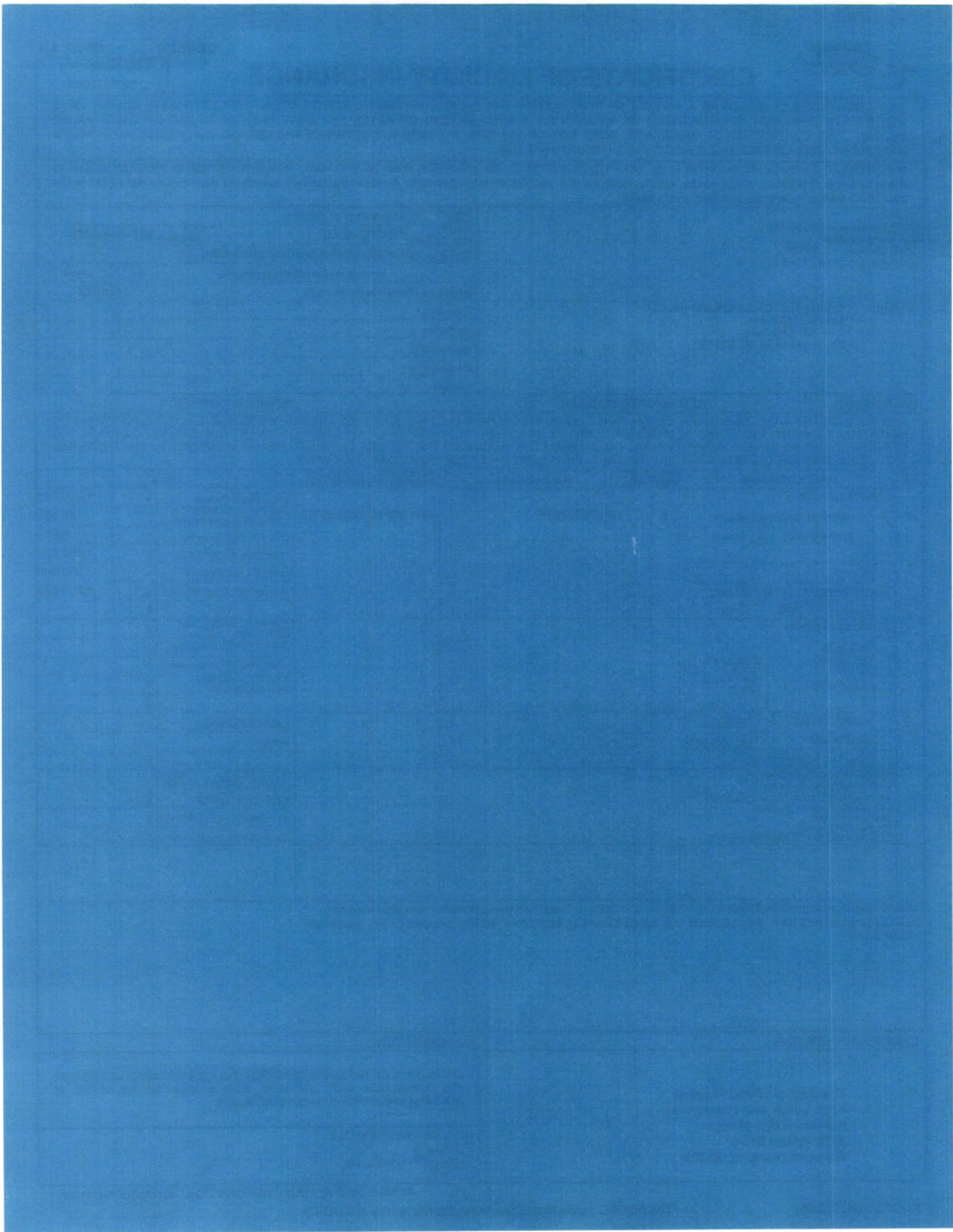
Sworn, to and subscribed before me this 7<sup>th</sup> day of July, 2016,

by Louise I Menekou

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

\_\_\_\_\_  
 Personally known, or  
 Produced Identification  
ADL  
Type of ID Produced









# CERTIFICATE OF LIABILITY INSURANCE

CONCE-7

OP ID: AN

DATE (MM/DD/YYYY)

08/11/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> MDW Insurance Group Inc 362 Minorca Ave Coral Gables, FL 33134 Strategic Business Unit	<b>CONTACT NAME:</b> Annmarie McCartney <b>PHONE (A/C, No, Ext):</b> 305-398-4865 <b>E-MAIL ADDRESS:</b> amccartney@mdwinsurance.com	<b>FAX (A/C, No):</b> 305-444-4980
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Conceptual Communications, LLC Laurie Menekou 714 SW 12th Ave Ft. Lauderdale, FL 33312	<b>INSURER A :</b> Mount Vernon Fire Ins Co	<b>26522</b>
	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b>	X		HBP2550783B	08/10/2015	08/10/2016	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 1,000,000
								\$
	GEN'L AGGREGATE LIMIT APPLIES PER:							
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (PER ACCIDENT)	\$
								\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE	\$
	<b>EXCESS LIAB</b>						AGGREGATE	\$
	<input type="checkbox"/> OCCUR							\$
	<input type="checkbox"/> CLAIMS-MADE							\$
	DED							\$
	RETENTION \$							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						WC STATU-TORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder is listed as additional insured with respect to general liability.

**CERTIFICATE HOLDER**

The City of Wilton Manors  
 Attn: Leigh Ann Henderson  
 Assistant City Manger  
 2020 Wilton Drive  
 Wilton Manors, FL 33305

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



**Workers' Compensation Proposal**  
**with**  
**Hartford Casualty Insurance Company**  
**A member company of The Hartford**  
**7/6/2016 - 7/6/2017**

**Part I - Workers' Compensation Insurance (Coverage A and C)**

Statutory Coverage as provided by the following states:

**Florida**

Coverage includes Medical and Loss of Income Benefits for injuries arising out of a work related injury.

1. FL owners/officers are excluded.

Part II - Employers Liability Insurance (Coverage B)	Limits of Insurance	
Bodily Injury By Accident	\$ 100,000	Each Accident
Bodily Injury By Disease	\$ 500,000	Policy Limit
Bodily Injury By Disease	\$ 100,000	Each Employee

**Rating Information:**

State: Florida

Location: 01

Location Address:

901 Progresso Dr Ste 210  
Fort Lauderdale, FL 33304

Class Code	Description	Rate	Premium Basis (Rate per \$100 of Exposure)	Class Premium
8810	Clerical Office Employees Noc	.23	150,000	\$ 345.00

**State Recap:**

Total Class Premium	\$ 345.00
Total Estimated Annual Standard Premium	\$ 345.00
Expense Constant 0900	\$ 200.00
Terrorism (9740) 150,000	\$ 30.00
Total Estimated Annual Premium	<u>\$ 575.00</u>

Premium is based on an estimated payroll and subject to annual audit.

At the inception of the policy period our records show that you have employees located in the following states:

**Florida**

If you have employees working in any other states, please notify our office immediately.

Merit and Experience Mods are tentative and subject to final calculation.



Tel: 1-800-841-3000

**GOVERNMENT EMPLOYEES INSURANCE COMPANY**  
 One GEICO Center  
 Macon, GA 31295-0001

## Declarations Page

This is a description of your coverage.  
 Please retain for your records.

**Policy Number: 4217-47-67-97**

**Coverage Period:**

07-12-16 through 01-12-17

12:01 a.m. local time at the address of the named insured.

Date Issued: July 4, 2016

Endorsement Effective: 07-12-16

LAURIE I MENEKOU  
 714 SW 12TH AVE  
 FT LAUDERDALE FL 33312-2423

Email Address: LMENEKOU@GMAIL.COM

<u>Named Insured</u>		<u>Additional Drivers</u>		
Laurie I Menekou		None		

<u>Vehicle</u>	<u>VIN</u>	<u>Vehicle Location</u>	<u>Finance Company/ Lienholder</u>
1 2010 Nissan Murano	JN8AZ1MU1AW005143	Ft Lauderdale FL 33312	Nissan Motor Acceptance

<u>Coverages*</u>	<u>Limits and/or Deductibles</u>	<u>Vehicle 1</u>
Bodily Injury Liability		
Each Person/Each Occurrence	\$500,000/\$1 mil	\$404.70
Property Damage Liability	\$500,000	\$144.70
Personal Injury Protection	Non-Ded/Insd&Rel	\$153.20
Uninsured Motorist/Stacked		
Each Person/Each Occurrence	\$500,000/\$1 mil	\$204.40
Comprehensive	\$500 Ded	\$54.40
Collision	\$500 Ded	\$178.20
Rental Reimbursement	\$30 Per Day \$900 Max	\$16.50 -
Mechanical Breakdown	\$250 Ded	\$80.00
<b>Total Six Month Premium</b>		<b>\$1,236.10</b>

\*Coverage applies where a premium or \$0.00 is shown for a vehicle.

If you elect to pay your premium in installments, you may be subject to an additional fee for each installment. The fee amount will be shown on your billing statements and is subject to change.

\*400040142174/6/19/US014001063\*



**OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT**

Governmental Center Annex

115 S. Andrews Avenue, Room A680 • Fort Lauderdale, Florida 33301  
954-357-6400 • FAX 954-357-5674 • TTY 954-357-5664

**December 1, 2015**

**Ms. Laurie Menekou**  
**CONCEPTUAL COMMUNICATIONS, LLC**  
**714 SW 12<sup>th</sup> AVE**  
**Fort Lauderdale, FL 33312**

**ANNIVERSARY DATE – Annually, on December 1<sup>st</sup>**

Dear Ms. Menekou:

**Broward County** is pleased to announce that **Conceptual Communications, LLC** has been certified as a **Disadvantaged Business Enterprise [DBE]** and as an **Airport Concessions Disadvantaged Business Enterprise (ACDBE)** in Florida, under a **Unified Certification Program [UCP]** in accordance with 49 CFR, PARTS 26 and 23.

DBE/ACDBE certification continues from your anniversary date, but is contingent upon Conceptual Communications, LLC renewing its eligibility annually through this office, Office of Economic and Small Business Development (OESBD). OESBD will notify you in advance of your obligation to provide continuing eligibility documents; however, to assure continued certification is your responsibility. Failure to continue your eligibility will result in immediate action to decertify Conceptual Communications, LLC as a DBE/ACDBE.

Conceptual Communications, LLC will be listed in Florida's **Business Directory** which can be accessed via the internet, at

<http://www3b.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/>.

As long as Conceptual Communications, LLC is listed in the Florida Business Directory, it is considered eligible to bid throughout the state under the assigned NAICS.

DBE/ACDBE Certification is subject to actions by governmental agencies impacting the disadvantaged status of Conceptual Communications, LLC.

DBE/ACDBE certification is **NOT** a guarantee of work, but enables Conceptual Communications, LLC to compete for, and perform, contract work on all USDOT Federal Aid (FAA, FTA and FHWA) projects in Florida as a DBE/ACDBE contractor, sub-contractor, consultant, sub-consultant or material supplier.

Broward County Board of County Commissioners

Mark D. Bogen • Beam Furr • Dale V.C. Holness • Martin David Kiar • Chip LaMarca • Stacy Ritter • Tim Ryan • Barbara Sharief • Lois Wexler  
[www.broward.org](http://www.broward.org)



**Re: Conceptual Communications, LLC**

**December 1, 2015**

If, at any time, there is a material change in Conceptual Communications, LLC, including, but not limited to, ownership, officers, directors, scope of work being performed, daily operations, affiliations with other businesses or individuals or physical location of Conceptual Communications, LLC, you must notify OESBD, in writing, without delay. Notification should include supporting documentation. You will receive acknowledgement and confirmation of continued eligibility, if applicable after notification of changes.

Conceptual Communications, LLC may compete for, and perform, work on all USDOT Federal Aid projects throughout Florida, receiving DBE/ACDBE credit consistent with 49 CFR parts 26 and 23 for work performed in the following areas:

**NAICS CODE: 541613 Marketing Consulting Services**

**NAICS CODE: 541820 Public Relations Agencies**

**NAICS CODE: 541430 Graphic Design Services**

Please feel free to contact OESBD for any questions or concerns pertaining to your DBE/ACDBE certification. Our telephone number is (954) 357-6400; our fax number is (954) 357-5674.

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Atkinson", with a long horizontal flourish extending to the right.

Chris Atkinson, Assistant Director  
Office of Economic and Small Business Development



**OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT  
Governmental Center Annex**

115 S. Andrews Avenue, Room A680 • Fort Lauderdale, Florida 33301  
954-357-6400 • FAX 954-357-5674 • TTY 954-357-5664

March 6, 2015

Ms. Laurie Menekou  
**CONCEPTUAL COMMUNICATIONS, LLC**  
714 SW 12<sup>th</sup> Avenue  
Fort Lauderdale, Florida 33312

Dear Ms. Menekou:

The Broward County Office of Economic and Small Business Development (OESBD) is pleased to award your company certification as a **County Business Enterprise** and **Small Business Enterprise**. Your firm is now eligible to participate in the Office of Economic and Small Business Development programs.

Your CBE and SBE certification is continuous, but is contingent upon your firm verifying annually its eligibility in each of the two programs. Each year, on the anniversary of the date you were awarded certification, you must submit to the Office of Economic and Small Business Development a Personal Net Worth Worksheet, a copy of the previous year's Business Tax Return, copies of the current professional licenses, and County and local business tax receipts. As a courtesy, OESBD will notify you in advance of your obligation to provide the continuing eligibility documents. However, the responsibility to assure continued certification is yours.

To review current Broward County Government bid opportunities visit:  
<http://www.broward.org/purchasing/currentsolicitations>. Bid opportunities over \$3,500 will be advertised to vendors via e-mail. Please keep both the Purchasing Division and the Office of Economic and Small Business Development apprised of your current e-mail address.

Your primary certification group is: **Contract Services**. This is also how your listing in our directory will read. You may access your firm's listing by visiting the Office of Economic and Small Business Development Directory, located on the internet at:  
<http://www.broward.org/econdev/SmallBusiness/Pages/Default.aspx>. Click on "Certified Firm Directory".

Your firm may compete for, and perform work on Broward County projects in the following areas:

**NAICS CODE:** 541430, 541613, 541820

We look forward to working with you to achieve greater opportunities for your business through county procurement.

Sincerely,

Chris Atkinson, Assistant Director  
Office of Economic and Small Business Development

**Cert Agency: BC-CBE SBE  
ANNIVERSARY DATE: March 6<sup>th</sup>**





Governmental Center Annex

115 S. Andrews Avenue, Room A680 • Fort Lauderdale, Florida 33301 • 954-357-6400 • FAX 954-357-5674 • TTY 954-357-5664

Office of Economic and  
Small Business Development

*This Certificate is Awarded to:*

**CONCEPTUAL COMMUNICATIONS, LLC**

As set forth in the Broward County Business Opportunity Act of 2012, the certification requirements have been met for:

**County Business Enterprise  
Small Business Enterprise  
Anniversary Date: March 6<sup>th</sup>**

A handwritten signature in black ink, appearing to read "Chris A. [unclear]", written over a horizontal line.

Authorized Representative

The Office of Economic and Small Business Development must be notified within 30 days of any material changes in the business which may affect ownership and control. Failure to do so may result in the revocation of this certificate and/or imposition of other sanctions.

**A Service of the Broward County Board of County Commissioners**  
[www.broward.org/smallbusiness](http://www.broward.org/smallbusiness)



Date of this notice: 11-08-2012

Employer Identification Number:  
46-1355996

Form: SS-4

Number of this notice: CP 575 G

CONCEPTUAL COMMUNICATIONS LLC  
LAURIE I MENEKOU SOLE MBR  
809 SW 14TH TER  
FT LAUDERDALE, FL 33312

For assistance you may call us at:  
1-800-829-4933

IF YOU WRITE, ATTACH THE  
STUB AT THE END OF THIS NOTICE.

**WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER**

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 46-1355996. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at [www.irs.gov](http://www.irs.gov). If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

**IMPORTANT REMINDERS:**

- \* Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.**
- \* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- \* Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub. Thank you for your cooperation.



CITY OF  
FORT LAUDERDALE BUSINESS TAX YEAR 2015-2016

BUSINESS TAX DIVISION  
100 N. ANDREWS AVENUE, 1ST FLOOR, FORT LAUDERDALE, FLORIDA 33301  
(954) 828-5195

Business ID: 1400495 Business Name: MENEKOU, LAURIE  
Business Address: 714 SW 12 AVE  
Tax Category: HOME OFFICE - RESTRICTED Tax#: 733354 Fee:

MENEKOU, LAURIE  
CONCEPTUAL COMMUNICATIONS  
714 SW 12 AVE  
FORT LAUDERDALE, FL 33312

\*\*\*DETACH AND POST THIS RECEIPT IN A CONSPICUOUS PLACE\*\*\*

Business ID: 1400495  
Tax Number: 733354  
Business Name: MENEKOU, LAURIE  
Business Address: 714 SW 12 AVE  
Business Owner: MENEKOU, LAURIE

- This Receipt is issued for the period commencing October 1st and ending September 30th of the years shown above.
- If you have moved out of the city, please provide a written statement.
- A transfer of business location within the city limits is subject to zoning approval. Please complete a Business Tax Transfer Application and bring it to our office to obtain the necessary approval.
- A Transfer fee applies of 10% of the annual business tax fee. The fee shall not be less than \$3.00, nor greater than \$25.00.
- If you have sold your business, please provide us with a copy of the Bill of Sale.

**Please be advised that this issuance of a Business Tax Receipt establishes that the business you intend to conduct is a use permitted by the City Zoning Code for the location at which you intend to operate. The issuance of a Business Tax Receipt in no way certifies that the property located at this address is in compliance with other provisions of the City Code of Ordinances.**

BUSINESS TAX DIVISION  
100 N. ANDREWS AVENUE, 1ST FLOOR, FORT LAUDERDALE, FLORIDA 33301  
TEL (954)828-5195 FAX (954)828-5881  
WWW.FORTLAUDERDALE.GOV



*Life's Just Better Here*

July 1, 2019

Laurie Menekou  
Conceptual Communications  
901 Progresso Drive, Suite 210  
Fort Lauderdale, FL 33304

Dear Ms. Menekou:

I want to take this opportunity to thank you and your staff at Conceptual Communications for our continued partnership. Your company continues to provide excellent services to our city.

Pursuant to Article 6 of our agreement I want to formally notify you that the City is hereby exercising its option to extend the term of our agreement for the first of two allowable two-year option terms commencing September 1, 2019 and ending on August 31, 2021.

We look forward to continuing our relationship with your company over the next year.

Sincerely,

A handwritten signature in blue ink that reads "Pamela Landi".

Pamela Landi  
Assistant City Manager



**AGREEMENT FOR MARKETING &  
PUBLIC RELATIONS CONSULTING SERVICES**

THIS AGREEMENT FOR MARKETING & PUBLIC RELATIONS CONSULTING SERVICES ("Agreement"), made and entered into this 13<sup>th</sup> day of ~~August~~ <sup>September</sup> 2016 by and between the CITY OF WILTON MANORS, FLORIDA, a municipal corporation of the State of Florida, hereinafter referred to as "CITY", and CONCEPTUAL COMMUNICATIONS, LLC a Florida limited liability company, hereinafter referred to as "CONSULTANT". CITY and CONSULTANT may each be referred to herein as "party" or collectively as "parties".

**WITNESSETH:**

WHEREAS, CITY has publicly announced a Request for Proposal seeking a consultant to provide a variety of marketing, public relations, communications and public affairs services (collectively, including but not limited to the aforesaid, "Services") pursuant to Request for Proposal No. 2016-11 ("Request for Proposal"); and

WHEREAS, CONSULTANT has submitted a responsive proposal which has been accepted by CITY to provide CITY with the Services, a detailed description is set forth in Exhibit A which is attached hereto and incorporated herein.

WHEREAS, CITY and CONSULTANT desire to enter into this Agreement to set forth the terms and conditions upon which CONSULTANT shall provide the Services.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. Definitions: The following terms shall have the meanings herein ascribed to them in A., B., and C. below:

- A. City Manager shall mean the City Manager of the City of Wilton Manors, Florida, or his or her designee.
- B. Deliverable Products shall mean any and all documents, information and other materials generated by CONSULTANT pursuant to this Agreement.
- C. Project Scope of Services shall mean the range of Services to be performed by CONSULTANT pursuant to this Agreement. The Services shall include all necessary labor, materials, equipment, tools, consumables, transportation, skills and incidentals required to provide the Services. A more specific description of the Services is set forth within the CONSULTANT'S response to the Request for Proposal dated July 11, 2016, a copy of which is incorporated herein. CONSULTANT shall have properly trained personnel to accomplish a quality provision of the Services to the sole satisfaction of the City Manager. CONSULTANT shall provide the Services in strict conformance with the Request for Proposal. CONSULTANT covenants to strictly comply with all of the terms and conditions of the Request for Proposal. In the event of any conflict between the terms set forth in this Agreement and Request for Proposal, the terms and conditions set forth in this Agreement shall control.

2. **Schedule and Approval:** CONSULTANT shall provide each Project Scope of Services pursuant to a schedule approved, in writing, in advance, by the CITY. There is no minimum amount of Project Scope of Services guaranteed by this Agreement.

3. **Estimates of Work:** Services shall be mutually agreed upon in writing by the CONSULTANT and CITY in the form proposals to be attached to, and made part of, subsequently issued Purchase Orders.

4. **Compensation:** The compensation (whether based upon a negotiated lump sum, unit price, time and materials, hourly with a cap or some other mutually agreed-to format) contained in each separate Project Scope of Services shall be based on time reasonably expended by CONSULTANTS' personnel in performing the Services.

5. **Payment:** CONSULTANT shall submit its invoices for payment to CITY no more than once per month. Within thirty (30) days after receipt and review by CITY of a full, correct and complete invoice, CITY shall pay CONSULTANT the invoice amount. There is no guarantee as to the total cost of each or all Project Scope of Services to be provided by CONSULTANT to CITY during the term of this Agreement.

6. **Term:** The term of this Agreement shall commence on September 1, 2016, and shall continue for a three (3) - year period expiring at 11:59 p.m. on August 31, 2019 (the "Initial Term"). CITY may renew this Agreement for two additional two (2)-year period's on the same terms and conditions as the Initial Term, except there shall be no further extensions or renewals.

7. **Termination Without Default:** Both the City Manager and the CONSULTANT shall have the right at any time upon thirty (30) days written notice to CITY/CONSULTANT to terminate this Agreement hereunder for any reason whatsoever.

8. **Assignment:** CONSULTANT shall not assign, sell, or transfer any interest in this Agreement, without the prior written consent of the CITY, which consent may be withheld in the sole and absolute discretion of the CITY.

9. **Compliance with Applicable Law:** This Agreement shall be governed by the laws of the State of Florida. CONSULTANT covenants to promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the Services to be performed hereunder and in effect at the time of performance. CONSULTANT covenants that it will conduct no activity or provide any service that is unlawful or offensive.

10. **Disclaimer of Joint Venture:** CONSULTANT and CITY warrant and represent by the execution of this Agreement it is not the intent of the parties that this Agreement be construed or deemed to represent a joint venture or undertaking between CITY and CONSULTANT. CONSULTANT shall be solely responsible for the conduct of all activities and services provided by CONSULTANT as part of its business operations. While engaged in carrying out and complying with the terms of this Agreement, CONSULTANT is an independent contractor and

not an officer or employee of CITY. CONSULTANT shall not at any time or in any manner represent that it or any of its agents or employees are employees of CITY.

11. **Right of Inspection:** The City Manager shall have the right at all reasonable times during the term of this Agreement to inspect or otherwise evaluate the work being performed hereunder and the premises in which it is being performed.

12. **Ownership of Documents:/Public Records:**

12a. CONSULTANT shall protect, preserve and maintain all records pertaining to this Agreement pursuant to the provisions of Chapter 119, F.S., as amended from time to time. The CITY shall become the owner of the Deliverable Products upon satisfaction of any and all indebtedness to the CONSULTANT for all studies, sketches, tracings, drawings, data, computations, details, design calculations and other documents and plans that are required for or result from the CONSULTANT'S Services, with the exception of any propriety software used to generate the Deliverable Products.

12b. **Ownership of Documents.** Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY whether or not the project for which they are made is completed.

12c. **Records:** CONSULTANT shall keep books and records and require any and all subconsultants to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, when the basis of compensation includes time or hourly rates, and any expenses for which CONSULTANT expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

12d. **Public Records.** The CITY is public agency subject to Chapter 119, Florida Statutes. The CONSULTANT shall comply with Florida's Public Records Law. Specifically, the CONSULTANT shall:

- i. Keep and maintain public records required by the CITY to perform the service;
- ii. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;
- iii. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, CONSULTANT shall destroy all copies of such confidential and exempt records remaining in its possession after the CONSULTANT transfers the records in its possession to the CITY; and



- iv. . Upon completion of the Agreement, CONSULTANT shall transfer to the CITY, at no cost to the CITY, all public records in CONSULTANT's possession. All records stored electronically by CONSULTANT must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.
- v. The failure of CONSULTANT to comply with the provisions set forth in this Agreement shall constitute a Default and Breach of this Agreement, for which, the CITY may terminate the Agreement.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK  
2020 WILTON DRIVE  
WILTON MANORS, FLORIDA 33305  
(954) 390-2123

[Ksims@wiltonmanors.com](mailto:Ksims@wiltonmanors.com)

13. **Indemnification:** The CONSULTANT shall, at all times hereafter, indemnify, defend and hold harmless the CITY, its elected officials, agents, officers and employees from and against any claim, demand or cause of action of any kind or nature (including reasonable attorneys' fees and costs) arising out of negligent act, error or omission of CONSULTANT, its agents, servants or employees in the performance of Services under this Agreement.

CONSULTANT shall indemnify, defend and hold harmless the CITY, its elected officials, agents, officers and employees from all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement of any patent, trademark, copyright, trade secret or other proprietary right due to Services furnished pursuant to this Agreement. CONSULTANT will defend and/or settle at its own expense any action brought against the CITY, its elected officials, agents, officers and employees from to the extent that it is based on a claim that products or Services furnished to CITY by CONSULTANT pursuant to this Agreement, or if any portion of the Services or goods furnished in the performance of the Services become unusable as a result of any such infringement or claim.

14. **Insurance:**

The CONSULTANT shall provide and maintain in force at all times during the Agreement with the CITY, such insurance, including Workers' Compensation and Employer's Liability Insurance, Comprehensive General Liability Insurance, Automobile Liability Insurance, Professional Liability Insurance and Employee Dishonestly/Theft Insurance, as will assure to the CITY the protection contained in the foregoing indemnification undertaken by the

**CONSULTANT.**

14a. The CONSULTANT shall not commence work under this Agreement until it has obtained all insurance required under this paragraph 14 and such insurance has been approved by the CITY's Risk Manager nor shall the CONSULTANT allow any subconsultant to commence work on its sub-contract until all similar such insurance required of the subconsultant has been obtained and approved.

14b. Certificates of insurance, reflecting evidence of the required insurance and naming the CITY as an additional insured, shall be filed with the CITY Clerk prior to the commencement of any work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty days (30) prior written notice (or such other notice as is required by the policy of insurance) has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.

14c. Policyholders and Financial Ratings must be no less than "B+" in the latest edition of "Bests Key Rating Guide", published by A.M. Best Guide.

14d. Insurance shall be in full force and effect until all work required to be performed under the terms of this Agreement is satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONSULTANT shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of this Agreement and extension thereunder is in effect. The CONSULTANT shall not continue to work pursuant to this Agreement unless all required insurance remains in full force and effect.

14e. Required Insurance.

COMMERCIAL GENERAL LIABILITY insurance to cover liability, bodily injury and property damage. Exposures to be covered are: premises, operations, independent proposers, products/completed operations, broad form property damage, broad form contractual coverage applicable to this Agreement and specifically confirming the indemnification set forth in paragraph 13 above, personal injury coverage with employment and contractual exclusions removed and deleted and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

A. Comprehensive General Liability

1. Each Occurrence \$500,000

WORKERS COMPENSATION insurance shall be maintained during the life of this Agreement to comply with statutory limits for all employees, and in the case any work is sublet, the CONSULTANT shall require the subconsultant similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONSULTANT. The CONSULTANT and his subconsultant shall maintain during the life of this policy Employers Liability Insurance. The following limits must be maintained:

- A. Workers Compensation Statutory
- B. Employer's Liability \$500,000 per occurrence

**BUSINESS AUTO LIABILITY** insurance coverage is to include bodily injury and property damage arising out of operation, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership with limits of not less than \$100,000 per occurrence.

**EMPLOYEE DISHONESTY/THEFT** \$250,000

**PROFESSIONAL LIABILITY/ ERRORS/OMISSIONS** \$250,000 per occurrence

**15. Truth in Negotiation Certificate:**

Signature of this Agreement by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete and current at the time of execution of this Agreement. The compensation agreed to in this Agreement and any additions thereto shall be adjusted to exclude any significant sums by which the CITY determines the compensation was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments to compensation hereunder shall be made within one (1) year following the end of each authorized Service.

**16. No Contingent Fees.** CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

**17. Remedies - Cumulative:** All remedies hereinbefore and hereinafter conferred to CITY shall be deemed cumulative and no one exclusive of the other or any other remedy conferred by law.

**18. Waiver:** The failure of CITY to take any action with respect to any breach of any term, covenant, or condition contained herein, or any instance of default hereunder by CONSULTANT, shall not be deemed to be a waiver by CITY of any default or breach..

**19. Entire Agreement:** This Agreement, including Request for Proposal No. 2013-4-24-01 on file at the CITY, shall constitute the entire agreement between the parties. All amendments to this Agreement shall be ineffective unless reduced to writing as a formal amendment to this Agreement and executed by CITY and CONSULTANT.



20. **Attorney's Fees:** Should it be necessary for either party to bring any action against the other to enforce any of the covenants, provisions, or conditions of this Agreement, the non-prevailing party hereby agrees to pay all costs attendant thereto, including reasonable attorney's fees of the attorney representing prevailing party, and said obligation shall apply to declaratory relief, if necessary, to interpret any of the terms hereof.

21. **Public Entity Crimes:** Prior to entering into this Agreement, CONSULTANT shall file a sworn statement with the Purchasing Director of CITY, as required by §287.133, Florida Statutes.

22. **Notices:** Notices and other correspondence required by this Agreement shall be sent by certified mail, return receipt requested, to the respective parties at the following addresses:

**City of Wilton Manors**  
Attention: City Manager  
2020 Wilton Drive  
Wilton Manors, Florida 33305

**Conceptual Communications, LLC**  
Attention: Laurie I. Menekou  
901 Progresso Drive, Suite 210 Ft. Lauderdale, FL 33304

23. **Sovereign Immunity:** The parties hereto acknowledge that CITY is a political subdivision of the state of Florida and enjoys sovereign immunity. Nothing in this Agreement shall be construed to require CITY to indemnify CONSULTANT or insure CONSULTANT for its negligence or to assume any liability for CONSULTANT's negligence. Further, nothing in this Agreement shall alter CITY'S sovereign immunity or extend CITY'S liability beyond the limits established in section 768.28, Florida Statutes, as amended.

24. **Miscellaneous:**

24a. **Venue.** Venue for litigation concerning this Agreement shall be in Broward County, Florida.

24b. **Severability.** If any portions of this Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed and enforced as if such provisions had not been included.

24c. **Entire Agreement.** This Agreement, including all exhibits and work authorizations which are referred to herein, is the entire understanding of the parties hereto with respect to this Agreement and subsequent work authorizations. Said Agreement may not be modified, amended or terminated by either party except by written instrument executed by both parties or their lawful representatives, successors or assigns. No oral representations made by the CONSULTANT or its employees or agents shall be binding on the CONSULTANT unless such

representations are reduced to writing. No oral representations made by the CITY or its employees or agents shall be binding on the CITY unless such representations are reduced to writing.

24d. Exhibits. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

24e. Non-Discrimination. CONSULTANT shall comply with the provisions of Section 2-269 (v), 2-269(b) and 2-270 of the Wilton Manors Code of Ordinances. CONSULTANT shall require that all subconsultants comply with Section 2-269 (b) of the Wilton Manors Code of Ordinances.

24f. Non-Solicitation. CITY acknowledges that any introductions or relationships concerning communications/PR/media opportunities and potential transactions, situations, and/or persons (collectively, the "Business Opportunity"), is the personal property of CONSULTANT. For this reason, during the term of this Agreement, CITY agrees not to contact, or initiate contact with, at any time, for any purpose, directly or indirectly, any Business Opportunity introduced by CONSULTANT, or any officer, director, shareholder, consultant, attorney, employee, agent or other affiliate of the Business Opportunity, unless such approval is specifically granted in written form by CONSULTANT on a case by case basis. During the term of this Agreement, all communications of CITY and its affiliates with any Business Opportunity shall be through CONSULTANT only, unless otherwise expressly permitted by CONSULTANT. During the term of this Agreement, all direct communications of CITY and/or its affiliates with the Business Opportunity, if permitted, shall be immediately copied to CONSULTANT. In the event CITY has a business or other relationship with any entity involved with the Business Opportunity which pre-exists the disclosure of the Business Opportunity, CITY shall notify CONSULTANT in writing of same.

24g. Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

24h. Joint Preparation. Preparation of this Agreement has been a joint effort of CITY and CONSULTANT and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

24i. Third Party Beneficiaries. Neither CONSULTANT nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

24j. Conflicts. Neither CONSULTANT nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment related to its performance under this Agreement.

24k. Facsimile or Electronic Signature Deemed Original. This Agreement and any addendum thereto, may be executed and distributed by facsimile or electronically by pdf and a copy of this Agreement or addendum thereto executed and distributed by facsimile or electronically by pdf shall be deemed an original for all purposes. The Agreement and any addendum thereto may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.


IN WITNESS WHEREOF this Agreement has been signed and sealed, in duplicate, by the respective parties hereto.

CITY OF WILTON MANORS

BY:

  
GARY RESNICK, MAYOR

ATTEST:

  
KATHRYN SIMS, CMC  
CITY CLERK

APPROVED AS TO FORM

  
KERRY L. EZROL, CITY ATTORNEY

WITNESSES:

CONCEPTUAL COMMUNICATIONS, LLC  
A Florida limited liability company

By:

  
Laurie I. Menekou, MGRM

Dated:

8/15/16

\_\_\_\_\_  
(Print Name)


\_\_\_\_\_  
(Print Name)



STATE OF FLORIDA        )  
                                  ) SS  
COUNTY OF BROWARD    )

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Laurie I. Menekou, MGRM of Conceptual Communications, LLC, and acknowledged that she has executed the foregoing instrument for the use and purposes mentioned in it and that the instrument is the act and deed of Conceptual Communications, LLC, who is personally known to me or has produced \_\_\_\_\_ as identification.

IN WITNESS WHEREOF, I have set my hand and seal in the State and County aforesaid  
this 15<sup>th</sup> day of August, 2016.

  
\_\_\_\_\_  
NOTARY PUBLIC  
KATHARINE J KUPSKY  
Print or Type Name  
My Commission Expires:



## **EXHIBIT A**

### **1. MEDIA AND PUBLIC RELATIONS**

- A. Continue to implement and periodically update the CITY'S established strategic public relations plan in alignment with the CITY'S overall Strategic Plan, increasing the reputation and appeal of the CITY's brand.
- B. Develop and maintain a diverse media distribution list and media contacts on behalf of the CITY.
- C. Prepare and distribute press releases and media material.
- D. Perform any other public relations related services relevant to the ongoing needs of the CITY.
- E. Continue to utilize social media, with emphasis on Facebook, Twitter and other digital communication channels.
- F. Assist in the ongoing development of the content and appearance of the CITY's website

### **2. MARKETING**

- A. Continue to implement the CITY's integrated strategic marketing plan designed to increase awareness of CITY programs, activities, events, and amenities. Implement marketing items and organize promotional communications.
- B. Utilizing the established brand standards, assist in branding the CITY and increasing the reputation and appeal of the CITY's brand. Assist in the integration of the standards into all internal and external communications.
- C. Utilizing appropriate tools, periodically generate key words to drive online traffic to CITY resources.
- D. Organize public service announcements and media-related functions regarding events. Develop printed material including newsletters, brochures, fliers, slide presentations and any other informational literature to support CITY programs, events and amenities.
- E. Conduct market research to enhance and professionalize promotional materials and identify markets. Develop marketing activities.
- F. Assist in the continuing development and delivery of the CITY's message to all internal and external stakeholders, through every available means of communications to all internal and external stakeholders through all forms of media, including social, the Town Crier, periodic e-blast newsletters, etc.
- G. Implement strategies to increase and improve social media participation of external stakeholders.
- H. Monthly develop a planned and scheduled social media calendar based on CITY priorities.
- I. Support the marketing and public relations components related to achieving the CITY's short and long term goals.
- J. Develop, implement and present monthly a CITY approved set of quantitative measures to track results.
- K. Develop and provide a coordinated compilation of B-roll video of CITY landmarks and highlights.

- L. Create a minimum of two promotional videos annually, including a video annual report and a video promoting the CITY as a tourism destination point. Assist in the distribution of the videos.
- M. Conduct market research to assist in the development and enhancement of marketing activities.

**3. SALES/SPONSORSHIPS**

- A. Coordinate regional and national sponsorship campaign, including packaging, (video, portfolio, folder, etc.).
- B. Develop a naming rights policy; (fees, duration, etc.) to consider CITY approval for naming facilities, structures, amenities, etc.
- C. Develop local sponsorship support in a centralized approach.





CONCE-3 OP ID: MH

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/01/2016

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Atlantic Pacific Insurance-PBG 11382 Prosperity Farms Rd #123 Palm Beach Gardens, FL 33410 Jill Kempton	<b>CONTACT NAME:</b> PHONE (A/C No. Ext): <b>800-538-0487</b> FAX (A/C No.): <b>561-626-3153</b> E-MAIL ADDRESS:  <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;"><b>INSURER(S) AFFORDING COVERAGE</b></td> <td style="text-align: center; border: none;"><b>NAIC #</b></td> </tr> <tr> <td style="border: none;">INSURER A: <b>National Fire Ins. Co.</b></td> <td style="border: none;"><b>20478</b></td> </tr> <tr> <td style="border: none;">INSURER B:</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER C:</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER D:</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER E:</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER F:</td> <td style="border: none;"></td> </tr> </table>	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>	INSURER A: <b>National Fire Ins. Co.</b>	<b>20478</b>	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
<b>INSURED</b> Conceptual Communications 901 Progresso Drive #210 Fort Lauderdale, FL 33304															

**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

**THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.**

INBR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Prof \$250,000</b>  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		6021236362	08/31/2016	08/31/2017	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>500,000</b> MED EXP (Any one person) \$ <b>500</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COM/OP AGG \$ <b>2,000,000</b> \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NJ) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
A	<b>Crime</b>			6021236362	08/31/2016	08/31/2017	<b>Employee Dishonest</b> <b>250,000</b>

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 City of Wilton Manors is Additional Insured regarding General Liability as required by contract.

<b>CERTIFICATE HOLDER</b>  <div style="text-align: center;">WILTON1</div> City of Wilton Manors 2020 Wilton Drive Wilton Manor, FL 33305	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Jill Kempton</i>
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CONCE-3 OP ID: MH

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/01/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Atlantic Pacific Insurance-PBG 11382 Prosperity Farms Rd #123 Palm Beach Gardens, FL 33410 Jill Kempton	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 800-538-0487	FAX (A/C, No): 561-626-3153
	<b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> Conceptual Communications 901 Progresso Drive #210 Fort Lauderdale, FL 33304	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A : National Fire Ins. Co.</b>	
	<b>NAIC #</b>	
	<b>20478</b>	
	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
<b>INSURER D :</b>		
<b>INSURER E :</b>		
<b>INSURER F :</b>		

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Prof \$250,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC OTHER:	X		6021236362	08/31/2016	08/31/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 500 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> <b>EXCESS LIAB</b> DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>Crime</b>			6021236362	08/31/2016	08/31/2017	<b>Employee Dishonest</b> 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Wilton Manors is Additional Insured regarding General Liability as required by contract.

## CERTIFICATE HOLDER

## CANCELLATION

<b>WILTON1</b>  City of Wilton Manors 2020 Wilton Drive Wilton Manor, FL 33305	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Jill Kempton</i>
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Tel: 1-800-841-3000

GOVERNMENT EMPLOYEES INSURANCE COMPANY

One GEICO Center  
 Macon, GA 31295-0001

## Declarations Page

This is a description of your coverage.  
 Please retain for your records.

**Policy Number: 4217-47-67-97**

**Coverage Period:**

07-12-16 through 01-12-17

12:01 a.m. local time at the address of the named insured.

Date Issued: July 4, 2016

Endorsement Effective: 07-12-16

LAURIE I MENEKOU  
 714 SW 12TH AVE  
 FT LAUDERDALE FL 33312-2423

Email Address: LMENEKOU@GMAIL.COM

Named Insured  
 Laurie I Menekou

Additional Drivers  
 None

<u>Vehicle</u>	<u>VIN</u>	<u>Vehicle Location</u>	<u>Finance Company/ Lienholder</u>
1 2010 Nissan Murano	JN8AZ1MU1AW005143	Ft Lauderdale FL 33312	Nissan Motor Acceptance

<u>Coverages*</u>	<u>Limits and/or Deductibles</u>	<u>Vehicle 1</u>
Bodily Injury Liability		
Each Person/Each Occurrence	\$500,000/\$1mil	\$404.70
Property Damage Liability	\$500,000	\$144.70
Personal Injury Protection	Non-Ded/Insd&Rel	\$153.20
Uninsured Motorist/Stacked		
Each Person/Each Occurrence	\$500,000/\$1mil	\$204.40
Comprehensive	\$500 Ded	\$54.40
Collision	\$500 Ded	\$178.20
Rental Reimbursement	\$30 Per Day	\$16.50
	\$900 Max	-
Mechanical Breakdown	\$250 Ded	\$80.00
<b>Total Six Month Premium</b>		<b>\$1,236.10</b>

\*Coverage applies where a premium or \$0.00 is shown for a vehicle.

If you elect to pay your premium in instalments, you may be subject to an additional fee for each installment. The fee amount will be shown on your billing statements and is subject to change.

10/01/16 12:01 PM 10/01/16 12:01 PM



3 (Policy Provisions: WC 00 00 00 B)

2 INFORMATION PAGE  
WEG WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

INSURER: HARTFORD CASUALTY INSURANCE COMPANY  
ONE HARTFORD PLAZA, HARTFORD, CONNECTICUT 06155

NCCI Company Number: 14397  
Company Code: 3



\*3500176ZQ60830101 07543

POLICY NUMBER: 76 WEG ZQ6083  
Previous Policy Number: NEW  
HOUSING CODE: 76

Suffix	
LARS	RENEWAL
	00

1. Named Insured and Mailing Address: CONCEPTUAL COMMUNICATIONS LLC  
(No., Street, Town, State, Zip Code)

901 PROGRESSO DR STE 210  
FORT LAUDERDALE, FL 33304

FEIN Number: 461355996

State Identification Number(s):  
UIN:

The Named Insured is: LIMITED LIABILITY COMPANY  
Business of Named Insured: ADVERTISING AGENCY  
Other workplaces not shown above: 901 PROGRESSO DR STE 210  
FORT LAUDERDALE FL 33304

2. Policy Period: From 07/08/16 To 07/08/17  
12:01 a.m., Standard time at the insured's mailing address.

Producer's Name: PAYCHEX INSURANCE AGENCY INC/PAC

PO BOX 33015  
SAN ANTONIO, TX 78265  
Producer's Code: 250882

Issuing Office: THE HARTFORD  
3600 WISEMAN BLVD.  
SAN ANTONIO TX 78251  
(877) 287-1312

Total Estimated Annual Premium: \$575  
Deposit Premium: N/A  
Policy Minimum Premium: \$221 FL

Audit Period: ANNUAL  
Installment Term:  
The policy is not binding unless countersigned by our authorized representative.

Countersigned by *Suear J. Castaneda* 07/08/16  
Authorized Representative Date

**INFORMATION PAGE (Continued)**

**Policy Number: 76 WEG ZQ6083**

**3. A. Workers Compensation Insurance:** Part one of the policy applies to the Workers Compensation Law of the states listed here: FL

**B. Employers Liability Insurance:** Part Two of the policy applies to work in each state listed in Item 3.A. The limits of our liability under Part Two are:

<b>Bodily injury by Accident</b>	\$100,000	<b>each accident</b>
<b>Bodily injury by Disease</b>	\$500,000	<b>policy limit</b>
<b>Bodily injury by Disease</b>	\$100,000	<b>each employee</b>

**C. Other States Insurance:** Part Three of the policy applies to the states, if any, listed here:

ALL STATES EXCEPT ND, OH, WA, WY, US TERRITORIES, AND STATES DESIGNATED IN ITEM 3.A. OF THE INFORMATION PAGE.

**D. This policy includes these endorsements and schedule:**

WC 09 04 03B WC 09 04 07 WC 00 04 14 WC 00 04 19 WC 09 03 03  
WC 09 06 06

**4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.**

<b>Classifications Code Number and Description</b>	<b>Premium Basis Total Estimated Annual Remuneration</b>	<b>Rates Per \$100 of Remuneration</b>	<b>Estimated Annual Premium</b>
8810 CLERICAL OFFICE EMPLOYEES NOC	150,000	.23	345
<b>TOTAL ESTIMATED ANNUAL STANDARD PREMIUM</b>			<b>345</b>
<b>EXPENSE CONSTANT (0900)</b>			<b>200</b>
<b>TERRORISM (9740)</b>	150,000	.020	<b>30</b>
<b>TOTAL ESTIMATED ANNUAL PREMIUM</b>			<b>575</b>

**Total Estimated Annual Premium: \$575**  
**Deposit Premium: N/A**  
**Policy Minimum Premium: \$221 FL**

**Interstate/Intrastate Identification Number:**

**Labor Contractors Policy Number:**

**NAICS: 541810**  
**SIC: 7311**  
**UIN:**  
**NO. OF EMP: 000004**

**Form WC 00 00 01 A (1) Printed in U.S.A.**  
**Process Date: 07/08/16**

**Page 2**  
**Policy Expiration Date: 07/08/17**