

REQUEST FOR PROPOSAL



SCOTTSDALE AIR FAIR EVENT MANAGEMENT/PROMOTION SERVICES

RFP # 11RP031

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REQUEST FOR PROPOSAL #11RP031

Request for Proposal to contract for the services of a qualified firm to promote, manage and carry out (turn-key event) for the City of Scottsdale 2011 Air Fair.

SUBMITTAL RECEIPT AND OPENING

SEALED SOLICITATION SUBMITTALS WILL BE RECEIVED until **3:00 P.M., LOCAL TIME, MARCH 23, 2011** at the Purchasing Department Front Desk located on the second floor of the Scottsdale Corporation Yard Building at 9191 E. San Salvador Dr., Scottsdale, AZ 85258. **All submittals must be date and time stamped at the Purchasing Department front desk on or before the submittal receipt time and date. LATE SUBMITTALS WILL NOT BE ACCEPTED.** To allow staff to complete required internal administrative functions, submittals will be opened and the name of each offeror recorded as a matter of public information within thirty (30) minutes after the receipt time and date have past. **PROPOSED PRICING WILL NOT BE READ AT THE PUBLIC OPENING.**

Competitive sealed proposals for the materials or services specified will be received by the Purchasing Office, at the above specified location, until the time and date cited.

All submittals must be presented in a sealed envelope or box. The outside of the submittal must be clearly marked with the solicitation number, solicitation title and the submitting company's name. This includes envelopes delivered by Fed Ex, UPS, DHL or other carrier.

SUBMITTALS MUST BE OFFICIALLY TIME AND DATE STAMPED AT THE FRONT DESK OF THE PURCHASING OFFICE located on the second floor of the Scottsdale Corporation Yard Building located at 9191 E. San Salvador Dr., Scottsdale, AZ 85258.

If you wish to mail your submittal please note that it is the vendor's responsibility to ensure the submittal is received at the Front Desk of the Purchasing Office with enough time to have it time and date stamped on or before the solicitation receipt date and time. Faxed or emailed submittals will not be accepted. **LATE SUBMITTALS WILL NOT BE CONSIDERED.**

All procurement activities, conducted by the City of Scottsdale, are in conformance with the rules and regulations of the Scottsdale Procurement Code. A copy of the Code is available for review in the Office of the City Clerk, City Hall, 3939 Drinkwater Blvd., the Purchasing Office, 9191 E. San Salvador Dr., Scottsdale, AZ and from the Purchasing website http://www.scottsdaleaz.gov/vendors/Procurement_Code.asp. A hard copy of the Code is also available for purchase, for a fee of \$10.00, at the Purchasing Office.

PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will be held at **11:00 A.M., Local Time, March 9, 2011** at the Scottsdale Airport Administrative Offices Conference Room, located on the 2nd Floor at 15000 N. Airport Dr., Scottsdale, AZ 85260. All Offerors are urged to attend.

REQUESTS FOR ADDITIONAL INFORMATION RELATING TO THIS REQUEST FOR PROPOSAL SHOULD BE DIRECTED TO:

Karie Ingles, CPPB
Bid & Contract Specialist
480-312-5744
kingles@scottsdaleaz.gov

**REQUEST FOR PROPOSAL #11RP031
SCOTTSDALE AIR FAIR EVENT MANAGEMENT/PROMOTION SERVICES
INSTRUCTIONS TO OFFERORS**

SOLICITATION QUESTIONS

The Offeror shall submit all questions, requests for clarification and inquiries in regards to this Solicitation to the Purchasing Division in writing, no less than eight (8) days prior to the original Solicitation opening date. It is preferred that all questions be submitted via email to the appropriate purchasing staff kingles@scottsdaleaz.gov where possible. When submitting any questions the Offeror should indicate the page number, Section Number / Clause Title and if possible paragraph number that is being questioned.

It is your responsibility to give notice, in the form of written questions before the bid opening on any item or issue in this solicitation that you believe should not be included or contained in any amendment to this solicitation or that the City failed to include in this solicitation that should have been included, and by your notice, the City could have cured the problem if the item or issue had been timely raised or objected to.

Failure to give notice may constitute a waiver of your right to object to the inclusion or lack of inclusion of the item or issue in this solicitation in any subsequent protest filed by you.

All questions, regardless of the method they are communicated (email, regular mail or hand delivered), must be clearly marked as "Solicitation Questions" and state the Solicitation number in the subject line of the email or on the outside of the envelope. If questions are not submitted via email, the submittal envelope **MUST** be clearly marked with Solicitation number and words "SOLICITATION QUESTIONS", or it may be mistaken as an actual bid/proposal submittal and not be opened immediately.

All Solicitation questions **MUST** be received by the Purchasing Division by **2:00 P.M., Local Time, March 15, 2011.** Any inquiries received after the specified time will be reviewed on an individual basis by the Purchasing staff to determine if a response would be advantageous for the City.

PURCHASING WEB SITE

The Purchasing web site provides a wide variety of information including: capability to download solicitations and plan sheets, invoicing guidelines, how to introduce your products, list of Buyers commodity lines, etc. The web site can be accessed at <http://www.scottsdaleaz.gov/vendors.asp>. Registering and downloading a solicitation will also provide the supplier with notices of all addendums that are issued.

The City of Scottsdale does not maintain a vendor list, however, on the City's main web site page, select the Email Subscriptions link and subscribe to receive a notification of Solicitation Opportunities twice weekly. – www.scottsdaleaz.gov

CONTRACT AWARD NOTIFICATION

NOTIFICATION OF INTENT TO AWARD

Intent to Award notices will be posted on Purchasing's web site at the link provided below:

<https://eservices.scottsdaleaz.gov/eServices/Solicitations/Awards.aspx?CID=128>

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CONTRACT AWARD NOTIFICATION – CONT'D

The City Council may award contracts for construction and professional services exceeding the formal procurement limit. All other contracts exceeding the formal procurement limit may be administratively awarded by the Purchasing Director.

It is the bidder's responsibility to access this information from the City of Scottsdale Purchasing website link provided above to view Purchasing's Notice of Intent to Award listings. This is the only notification you will receive regarding the posting of Notices of Intent to Award.

In the event you have questions or concerns regarding any of the proposed contracts please contact the Purchasing Department at 480-312-5700 and your call will be directed to the staff person handling the solicitation.

CONTRACT AWARDS

Once a solicitation has been awarded, it will be listed on Purchasing's web site on the Solicitation Awards page:

<https://eservices.scottsdaleaz.gov/eServices/Solicitations/Awards.aspx?CID=10>

PREPARATION OF PROPOSAL

- A. All proposals must contain the proposal signature page included herein. Faxed or emailed proposals will not be considered.
- B. The Proposal document must be submitted with an original ink signature by the person authorized to sign the Proposal.
- C. Erasures, interlineations or other modifications in the Proposal shall be initialed in original ink by the authorized person signing the Offer.
- D. In case of error in the extension of prices in the Proposal, the unit price will govern.
- E. Periods of time, stated as a number of days, shall be calendar days.
- F. It is the responsibility of all Offerors to examine the entire Request for Proposal package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing an Offer confers no right of withdrawal after due time and date.
- G. Submit one original and five (5) copies of your submittal.

NON COLLUSION

By signing the Proposal Offer signature pages of the solicitation, or other official contract form, the Offeror certifies that:

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NON COLLUSION – CONT'D

In connection with the performance of this solicitation or any resulting Contract, the Offeror is stating and certifying that the Contractor/Company has not either directly, or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive proposing in connection with the preparation or submission of its Offer in response to this solicitation or any potential resulting Contract.

IMMIGRATION LAW COMPLIANCE

By the submittal of its Bid/Proposal, the Bidder certifies and warrants that for all solicitations for services (including construction services) it has complied with the E-Verify Program as required by ARS §23-214(A), will have complied with the requirements of the E-Verify Program before bid award.. Failure to comply with the E-Verify Program may result in the automatic disqualification of the Bid/Proposal as being non-responsive or the termination of any contract awarded and the possible forfeiture of any applicable bond.

The City will include specific “Compliance with Federal and Arizona State Immigration Laws” language in any contract or subcontract it enters into with the successful Bidder/Proposer. In addition, this language must be included in any subcontracts that the successful bidder enters into with its subcontractors.

LAWFUL PRESENCE IN THE UNITED STATES FOR PERSONS

Arizona State law A.R.S. §1-502 (H.B. 2008) requires that all PERSONS who will be awarded a contract and apply for public benefit must demonstrate through a signed affidavit and the presentation of a copy of documentation that they are lawfully present in the United States.

PERSONS is defined as all NATURAL PERSONS/INDIVIDUALS/SOLE PROPRIETORSHIPS as indicated by your W9 Filing. *(This law does not apply to LLP's, LLC's, PLLC's, Corporations, Limited Partnerships or General Partnerships)*

By submitting your quote, bid or proposal to the City you are agreeing that if you are selected as the awardee and meet the criteria as a PERSON you will abide by this law and sign and submit an AFFIDAVIT DEMONSTRATING LAWFUL PRESENCE IN THE UNITED STATES and attach the appropriate copy of your documentation in proof of that statement. Types of acceptable documentation copies are an Arizona Drivers License issued after 1996, Arizona nonoperating identification license, U.S. birth certificate, U.S. Passport , I-94 Form with photograph and several others that are all listed on the Affidavit form that the City will send to you for your completion prior to issuing any contract.

If you have previously done business with the City and already have filed the above Affidavit with copies of an acceptable documentation please indicate when you submitted it. If your acceptable Affidavit is already on file with the City that will be sufficient to meet this requirement.

If you fail to complete and provide a completed Affidavit and accompanying acceptable copy of your documentation, or not advise us of your prior filing within 10 calendar days of being requested by then you may be considered non responsive and disqualified from that award consideration. You can obtain the complete Affidavit form from the City's Purchasing Department at (480) 312-5700 or the City's website at <http://www.scottsdaleaz.gov/vendors.asp> on the Vendor Resources page at the bottom right under Forms.

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INSTRUCTIONS TO OFFERORS**

INQUIRIES

- a. Any question related to a Request for Proposal must be directed to the persons whose names appear on the cover page of this document. When requesting a response to your questions (verbal or in writing) you must indicate the page number, section number and title of the area in question.
- b. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to the City. The City will then determine the appropriate action necessary, if any, and issue a written amendment to the Request for Proposal.
ORAL STATEMENTS OR INSTRUCTIONS WILL NOT CONSTITUTE AN AMENDMENT TO THIS REQUEST FOR PROPOSAL.
- c. Questions should be submitted in writing when time permits. The City may require any and all questions to be submitted in writing at its sole discretion. Any correspondence related to a Request for Proposal should refer to the appropriate Request for Proposal subject page, and paragraph number. However, the Offeror must not place the Request for Proposal subject on the outside of an envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official Request for Proposal due date and time.

PROSPECTIVE OFFERORS CONFERENCE

A prospective offerors conference may be held. If scheduled, the date and time of this conference will be indicated on the cover page of this document. The purpose of this conference will be to clarify the contents of this Request for Proposal in order to prevent any misunderstanding of the City's position. This conference will also give Offerors an opportunity to submit any questions and discuss any questions previously submitted.

OFFERORS PRESENTATION

Offerors may be invited to make a presentation. If invited, the Offerors will be notified of the date and time of the presentation by Purchasing.

LATE PROPOSAL

Late Proposals will not be considered. An Offeror submitting a late Proposal shall be so notified.

WITHDRAWAL OF PROPOSAL

At any time prior to the specified Proposal due time and date an Offeror (or designated representative) may withdraw the Proposal. Faxed withdrawals will not be considered.

TAXES

The City of Scottsdale is exempt only from Federal Excise Tax. Exemption certificates will be furnished upon request. Sales Tax, if any, shall be indicated as a separate item in the Proposal.

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ADDENDA

Any addendum issued as a result of any change in this Request for Proposal must be acknowledged by all Proposers in one of the following manners:

1. Copies of all addenda must be attached to the submittal.
- OR**
2. The appropriate addenda acknowledgment section on the Proposal Signature Page must be completed.

Failure to indicate receipt of addenda in one of the above manner may result in a Proposal being rejected as non-responsive.

PAYMENT

The City will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct invoice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the amount due. Any Proposal that requires payment in less than thirty (30) calendar days shall clearly note that requirement on the Proposal. If any discount is allowed for early payment that should also be clearly noted on the Proposal.

PROTESTS

Pursuant to the City of Scottsdale Procurement Code Section 2-213 an aggrieved person may protest any aspect of a solicitation prior to award of a contract. As used herein, the phrase "any aspect of a solicitation" shall be limited in its interpretation to mean an alleged violation of the City's Procurement Code as it relates to the bid solicitation, its evaluation, or its award.

A protest must be filed within ten (10) calendar days after the protestor, exercising reasonable diligence, knew or should have known of facts and circumstances upon which the protest is based. Failure to protest any issue, fact or circumstance the protestor knew or should have known upon the exercise of reasonable diligence within said ten (10) calendar day period shall forever preclude a hearing based upon that issue, fact or circumstance.

Notice of awards will be given either through the City Council Meeting Agenda's for those contracts being awarded by City Council (i.e. for construction and professional services) or through a Notice of Intent to Award posting 7 calendar days prior to award on the Purchasing section of the City's Internet Web Site for all administratively awarded contracts. Awards of contracts shall be final and no protest pursuant to this section may be filed after award.

A protest must be in writing and shall:

- State the name and address of the aggrieved person.
- Identify the contracting activity and the number of the solicitation.
- Contain a statement of all the grounds for the protest that the protestor then knows or should know based upon the exercise of reasonable diligence.
- Include supporting exhibits, evidence or documents to substantiate any claims unless not available within the filing time in which case the expected availability date shall be indicated.

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PROTESTS – CONT'D

Material submitted by a protester shall not be withheld from an interested party except to the extent that the withholding of information is permitted or required by law or as determined pursuant to code provisions for confidential material.

If the protester believes the protest contains material that should be withheld, a statement advising the Director of this fact shall accompany the protest submission.

The written protest must be filed with the Purchasing Director at the following address:

City of Scottsdale
Purchasing Services Department
9191 E San Salvador Dr.
Scottsdale, AZ 85258
Attn: Bill Yazel, Purchasing Director

The Director may dismiss a protest, upon a written determination, before scheduling a hearing if:

The protest does not state a valid basis for protest; or

The protest is untimely pursuant to Procurement Code Section 2-213.

If the director determines a hearing is appropriate under the circumstances, the director shall notify the protestor of the time and place set for a hearing on the protest. The director may also give notice of the hearing to any other persons involved in the solicitation whose interests may be affected by the ruling requested from the director. Any person whose interest is affected shall be permitted to intervene and participate in such hearing.

Nothing contained herein shall require that the protest hearing be held prior to the award, if evidence from the solicitation, its evaluation or its award cannot be released to the public until after the award in order to protect the competitive process or in the best interests of the City.

AWARD OF CONTRACT

- a. Unless the Offeror states otherwise, or unless otherwise provided within the Request for Proposal, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.
- b. Notwithstanding any other provision of the Request for Proposal, the City expressly reserves the right to:
 - (1). Waive any immaterial defect or informality; or
 - (2). Reject any or all Proposals, or portions thereof; or
 - (3). Reissue a Request for Proposal.

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INSTRUCTIONS TO OFFERORS**

AWARD OF CONTRACT – CONT'D

- c. A response to a Request for Proposal is an offer to contract with the City based upon the Terms, Conditions, Scope of Work and Specifications contained in the City's Request for Proposal and the attached sample City Services Contract. ***(PLEASE DO NOT FILL IN OR SIGN THE SAMPLE CONTRACT).***
- d. A contract will be formed when the Purchasing Director awards the City Services contract executed by the selected Offeror.

REGISTRATION

To be eligible for consideration, offerors must be registered/licensed in the State of Arizona if such registration/license is normally a requirement.

OBLIGATIONS

The issuance of this Request for Proposal does not obligate the City to pay any costs incurred in the preparation and submission of proposals.

DURATION OF PROPOSAL

Proposals shall be irrevocable for a period of ninety (90) days following the proposal due date.

LITIGATION

The contractor will disclose any issue or potential issue that may have a material bearing on the financial condition, solvency or credit worthiness of the organization. Disclosure includes any material contingent liabilities or uninsured potential losses, involuntary contract terminations in other jurisdictions and any voluntary or involuntary bankruptcy filings over the past 7 years. The contractor will also disclose any litigation in which the contractor has been involved in, either as a plaintiff or defendant, within the past 3 years, and the contractor shall agree to notify the City within 24 hours of any litigation or significant potential for litigation of which the contractor becomes aware. Further, the contractor will be required to warrant that it will disclose in writing to the City all litigation involving the contractor, the contractor's related organization, owners and key personnel.

REQUEST FOR TAXPAYER I.D. NUMBER & CERTIFICATION IRS W-9 FORM

It is necessary for the successful Contractor to provide a REQUEST FOR TAXPAYER I.D. NUMBER & CERTIFICATION I.R.S. W-9 FORM, as indicated in this contract, prior to any contract payment being made.

This W-9 form is available from the IRS website at www.irs.gov under their forms section.

Completed W-9 forms should be submitted to the following address:

City of Scottsdale
Accounts Payable Division
7447 E. Indian School Rd.
Scottsdale, AZ 85251

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INSTRUCTIONS TO OFFERORS**

CONFIDENTIAL INFORMATION

Requests for nondisclosure of confidential information such as trade secrets and other proprietary data must be made known to the City within the submitted proposal.

Vendors are instructed to clearly identify any proprietary information that may be submitted with your proposal, and, if feasible, package such information in a separate, sealed envelope labeled "Confidential" or "Proprietary".

The City is subject to Arizona statutes and City Charter provisions that permit the inspection of public records. The City cannot insure confidentiality of any portion of submitted proposal documents in the event a public inspection request is made.

However, in accordance with Section R2-188.22(C), of the City's Procurement Code, the City shall examine the portions of your proposal noted as "Confidential" and/or "Proprietary". If a determination to disclose the information is made, you shall be so informed.

This is the only notification concerning confidential information that will be given to potential proposers, and this provision should be taken into consideration prior to submitting a proposal.

After contract award, and unless otherwise instructed by the proposer, the City shall destroy all information identified as confidential or proprietary in accordance with public records retention requirements.

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GENERAL TERMS AND CONDITIONS**

SCOTTSDALE CITY SEAL AND CITY SYMBOL

The Scottsdale City seal (as defined in S.R.C. § 2-1) and the City symbol are registered marks and are reserved solely for the City's use. Any other use or reproduction of the City's registered marks in any print, digital, or other media and without the City's express, written consent is prohibited. As a breach of this prohibition may impair the City's reputation, dilute its mark(s), or otherwise cause the City irreparable harm, the City shall be entitled to an immediate injunction enjoining such use in addition to any other legal or equitable remedies.

ACCEPTANCE CONTRACT/AGREEMENT

Any Contract/Agreement made pursuant to this Request for Proposal must be accepted in writing by the Offeror. If for any reason Offeror should fail to accept in writing, any conduct by Offeror which recognizes the existence of a Contract/ Agreement pertaining to the subject matter hereof shall constitute acceptance by Offeror of the Contract/Agreement and all of its terms and conditions. Any terms proposed in Offeror's acceptance of City's Contract which adds to, varies from or conflicts with the terms herein are hereby objected to. Any such proposed terms shall be void and the terms herein shall constitute the complete and exclusive statement of the terms and conditions of the Contract/Agreement between the parties and may hereafter be modified only by written instrument executed by the authorized representatives of both parties.

COMPLIANCE WITH FEDERAL AND STATE LAWS

The City has entered into this Contract with the Contractor relying on his knowledge and expertise to provide the services contracted for. As a part of that reliance, the Contractor represents that he knows and understands the relevant and applicable federal and state laws that apply to the services provided through this Contract, and agrees to comply with these relevant and applicable federal and state laws.

The Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: The Contractor must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, as amended, "Residence Requirements for Employees".

COMPLIANCE WITH FEDERAL AND ARIZONA STATE IMMIGRATION LAWS

Under the provisions of A.R.S. §41-4401, the Contractor warrants to the City that the Contractor and all its subcontractors will comply with all Federal Immigration laws and regulations that relate to their employees and that the Contractor and all its subcontractors now comply with the E-Verify Program under A.R.S. §23-214(A).

A breach of this warranty by the Contractor or any of its subcontractors will be considered a material breach of this Contract and may subject the Contractor or Subcontractor to penalties up to and including termination of this Contract or any subcontract.

The City retains the legal right to inspect the papers of any employee of the Contractor or any subcontractor who works on this Contract to ensure that the Contractor or any subcontractor is complying with the warranty given above.

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GENERAL TERMS AND CONDITIONS**

COMPLIANCE WITH FEDERAL AND ARIZONA STATE IMMIGRATION LAWS – CONT'D

The City may conduct random verification of the employment records of the Contractor and any of its subcontractors to ensure compliance with this warranty. The Contractor agrees to indemnify, defend and hold the City harmless for, from and against all losses and liabilities arising from any and all violations of these statutes.

The City will not consider the Contractor or any of its subcontractors in material breach of this Contract if the Contractor and its subcontractors establish that they have complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A). The “E-Verify Program” means the employment verification pilot program as jointly administered by the United States Department of Homeland Security and the Social Security Administration or any of its successor programs.

The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. “Services” are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property. The Contractor will take appropriate steps to assure that all subcontractors comply with the requirements of the E-Verify Program. The Contractor’s failure to assure compliance by all its’ subcontractors with the E-Verify Program may be considered a material breach of this Contract by the City.

CONTRACTS WITH SUDAN AND IRAN

In accordance with A.R.S. §35-391.06 and 35-393.06, the contractor certifies that it does not have scrutinized business operations in Sudan or Iran, as defined in A.R.S. §35-391(15) and 35-393(12).

CHANGES IN THE WORK

The City may at any time, as the need arises, order changes within the scope of the work without invalidating the contract. If such changes increase or decrease the amount due under the contract documents, or in the time required for performance of the work, an equitable adjustment shall be authorized by written Change Order.

The City will execute a formal Change Order based on detailed written quotations from the Contractor for work related changes and/or a time of completion variance. All Change Orders are subject to approval by the City.

Contract Change Orders are subject to the Rules and Procedures within the City’s Procurement Code.

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GENERAL TERMS AND CONDITIONS**

CONTRACTOR ON SITE SAFETY REPORTING REQUIREMENTS

For any non-construction City supplier whose service contract(s) (either singular or in aggregate) results in the contractor working 500 or more hours on site at a City of Scottsdale location(s) in any one calendar quarter, the following documentation must be provided by the contractor to the Contract Administrator (CA):

- the contractor's most recent OSHA 300A (if applicable);
- all accident reports for injuries that occurred in the city under the contract during the most recent review period;
- the contractor's current worker's compensation experience modifier;
- the above information is to be provided to the CA initially and every February thereafter as long as the contract is in force;
- the CA will provide this information to Risk Management when requested.

CANCELLATION OF CITY CONTRACTS

The City may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City's departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee of any other party of the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the City is received by all other parties to the contract, unless the notice specifies a later time (A.R.S. 38-511).

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SCOPE OF WORK

1. STATEMENT OF NEED

- 1.1 The Scottsdale Airport/City of Scottsdale desires to contract for the services of a qualified firm to promote, manage and carry out for the "2011, 2012 & 2013 Air Fair". The Contractor shall be responsible for all costs associated with the Air Fair and shall comply with the City parameters, rules and regulations.
- 1.2 The initial contract period shall be valid for a period of one (1) year, with options to extend through 2012 and 2013.
- 1.3 The City shall provide an advance payment of \$50,000 which shall be repaid within thirty (30) days of completion of each Air Fair. The City shall provide shuttle service to and from remote parking lot(s) which shall be coordinated by the City with the Contractor.
- 1.4 The Offeror is encouraged to read the Solicitation documents very carefully, as the City shall not be responsible for errors and omissions on the part of the Offeror. The Offeror is also encouraged to carefully review their final submittal documents, as the Evaluation Committee is not required to make interpretations or correct detected errors in calculations.
- 1.5 Offeror shall familiarize themselves with the nature and extent of the solicitation and contract documents, work to be performed, all local conditions, and federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the work.

2. CONTRACT ADMINISTRATION

The Contract Administrator shall be an employee of the City of Scottsdale Airport. The Contract Administrator shall audit the billings, approve payments, establish delivery schedules, approve addenda to the contract, and generally be responsible for overseeing the execution of the contract. All matters pertaining to scheduling or daily performance shall be coordinated and monitored via the Contract Administrator.

3. GENERAL VENDOR QUALIFICATIONS

- 3.1 The Contractor shall be in compliance with all applicable Federal, State, Local, ANSI and OSHA laws, rules and regulations and all other applicable regulations for the term of this contract.
- 3.2 The Contractor, without additional expense to the City, shall be responsible for obtaining and maintaining any necessary licenses and permits required in connection with the completion of the required services herein throughout the duration of the contract term. Failure to maintain said licenses may be grounds for default of the contract and subsequent termination.
- 3.3 The Contractor may not subcontract any segment or services covered herein, without prior approval of the Contract Administrator. All subcontractors used under the scope of this contract shall meet all requirements, terms and conditions set forth herein. All subcontracted services shall be warranted by and be the responsibility of the Contractor.

REQUEST FOR PROPOSAL # 11RP031
SCOTTSDALE AIR FAIR EVENT MANAGEMENT/PROMOTION SERVICES
SPECIFICATIONS

4. EVENT HISTORY

The Scottsdale Air Fair was hosted annually by the City of Scottsdale from 1985 to 2000. The event typically took place on Saturday and Sunday of a single weekend in April or October of each year. The Air Fair historically involved military, experimental and vintage war bird static displays and flyovers supplemented with other events or attractions such as balloon launches, children's "fun zones", flight simulations and food courts. Approximately 13,000 people attended the event each year.

5. EVENT OVERVIEW

The City of Scottsdale intends to contract with a company to promote, manage and conduct for the City an event similar to the past Air Fair events as described above. The intent of the event is to provide an opportunity for the residents of the City of Scottsdale and all others interested to experience the airport and provide an enjoyable family oriented event. The event will be held on a Saturday and Sunday in the September through November timeframe of the years 2011, 2012 and 2013. The exact dates will be determined and agreed upon mutually by the City and the Contractor at least 4 months prior to the event taking place. It is preferred that the event shall be open to all the public from 7 A.M. to 4 P.M. on the mutually agreed upon dates. The aforementioned times may be adjusted upon the recommendation of the Contract Administrator.

6. CONTRACTOR RESPONSIBILITIES

- 6.1 **PAYMENT OF ALL EXPENSES** - The Contractor will be responsible to coordinate, contract, subcontract and pay for all expenses related to the Air Fair, each year.
- 6.2 **EVENT MARKETING/PROMOTION** - The Contractor will be responsible for all advertising and marketing for each annual event. This may include, but is not limited to newspaper and magazine ads, radio and/or TV advertising, etc. Marketing and advertising the event shall be initiated well in advance of the event to provide appropriate outreach. The extent of the advertising will be left to the discretion of the Contractor, however all advertisements must be approved by the City in advance. The City reserves the right to disapprove any and all advertising and sponsors that the Contractor wishes to use.
- 6.3 **PRECURSORY EVENT MANAGEMENT** - The Contractor shall establish contracts with and pay for all vendor services that are needed to support the event. The Contractor shall also solicit civilian pilot/aircraft participation. The City reserves the right to disapprove any and all vendor services that the Contractor wishes to use.
- 6.4 **AIRCRAFT FUEL** - The Contractor shall be responsible for purchasing all aviation fuel necessary to support the event, except for fuel for active U.S. military aircraft.
- 6.5 **PARKING MANAGEMENT** - The Contractor shall manage and coordinate all aspects of the event related to vehicle parking. This includes: securing parking lots for use; providing parking lot directional signage, establishing a contract with a suitable vendor to manage parking operations during the event; creating and distributing any parking passes that are needed to support the event. The Contractor shall provide a parking plan to the Aviation Department for approval no later than one (1) month prior to each event date. Additional information regarding vehicle parking limitations can be found in the "limitations" section below. The Contractor shall not be allowed to charge for parking at the Air Fair events.

REQUEST FOR PROPOSAL # 11RP031
SCOTTSDALE AIR FAIR EVENT MANAGEMENT/PROMOTION SERVICES
SPECIFICATIONS

6. CONTRACTOR RESPONSIBILITIES – CONT'D

- 6.6 **EVENT SET UP MANAGEMENT** - Just prior to the event, the Contractor shall be responsible for all aspects ensuring that the event is set up and ready by the Friday night before the event. These shall include, but are not limited to: managing aircraft arrivals and parking; managing vendor arrivals and set up; managing portable lavatory delivery and set up; managing temporary fencing delivery and set up; providing all event signage delivery and set up; establishing and setting up first aid stations, vendor tents and food court, tables, chairs, trash cans set up; managing public address system/MC area set up; managing all other tasks related to event set up.
- 6.7 **EVENT MANAGEMENT** - The Contractor will be responsible for managing and providing sufficient staffing for all aspects of the event while it is open to the public. This includes, but it not limited to: Ticket sales; event command and control, aircraft ground movements and coordination; safety and security; food and beverage services; custodial services; parking control; providing visitor information, trash removal, lavatory servicing, etc.
- 6.8 **VOLUNTEER AND EVENT STAFF ACCOMMODATIONS** - The Contractor shall provide all volunteer and event staff with 2 meals, maintain a sufficient supply of bottled water and parking accommodations each day while the event is taking place. The Contractor shall also provide staff and full time volunteers with cotton T-shirts with the word "STAFF" printed on the back in 3 inch letters and an event logo printed on the front. T-shirt designs shall be approved by the City prior to being distributed. These shirts shall be provided to all staff members and volunteers who will be working on the event site while the event is in progress in order to help provide easy identification of staff to attendees.
- 6.9 **MILITARY PILOT ACCOMODATIONS** - The Contractor shall arrange and pay for all transportation, lodging and meals for the U.S. military pilots that attend the event. This shall include the time frame from when they arrive on the Friday before the event and continue until Monday morning after the event.
- 6.10 **EVENT BREAKDOWN MANAGEMENT** - The Contractor shall ensure that all aspects/logistics of the event are broken down and removed from the airport property by 12 noon on the Monday following the event.
- 6.11 **EVENT SECURITY** - The Contractor shall arrange and pay for the services of a private security guard from a reputable security company from 6:00 P.M. to 6:00 A.M. on Friday, Saturday and Sunday nights of the event weekend.
- 6.12 **FENCING** – The Contractor shall provide ample amount of fencing needed to encompass the entire Air Fair site. The fencing shall be four (4) feet in height with stands. The fencing specification/layout shall be approved by the-Contract Administrator prior to the event.
- 6.13 **POST EVENT INFORMATION** - No later than two (2) weeks after the event, the Contractor shall provide the Aviation Department with a report that describes how many people attended the event each day and how much revenue the Contractor and its vendors generated during the event. The report shall also include a summary of advertising that was sent used during the event.

REQUEST FOR PROPOSAL # 11RP031
SCOTTSDALE AIR FAIR EVENT MANAGEMENT/PROMOTION SERVICES
SPECIFICATIONS

6. CONTRACTOR RESPONSIBILITIES – CONT'D

- 6.14 **PERMITS** - The Contractor shall be responsible for securing a special event permit from the City of Scottsdale at least one (1) month prior to the event.
- 6.15 **EVENT SAFETY AND EMERGENCY RESPONSE** - The Contractor shall be responsible for working with City of Scottsdale Fire and Police Departments to develop a plan that ensures the safety and welfare of the event attendees, volunteers and workers. The Contractor shall put this plan in writing and submit it to the Aviation Department for approval. The Contractor shall also brief all volunteers and workers who may be a part of the plan so that if the plan is used, it works as designed.
- 6.16 **RADIOS** - The Contractor shall provide a sufficient number of hand-held radios and chargers to ensure uninterrupted communications can take place as necessary to run this event. Radios shall provided to all key personnel and designated City staff, but not necessarily all event personnel.
- 6.17 **PRICING AND REVENUE** - All pricing (including but not limited to, ticket pricing, beverages, food / concession / vending items, souvenirs, games, etc.) for the Air Fair event must be approved in advance by the Aviation Department. All revenues and proceeds generated from the Air Fair event (after the City has received reimbursement of the advance payment) shall belong to the Contractor.

7. CITY RESPONSIBILITIES

- 7.1 **FACILITY USE** - The Airport shall provide the Contractor with the use of the first floor of the Terminal building and 600,000 square feet of aircraft parking apron for the event. These facilities will be available to the Contractor from the Thursday before the event to the Monday after the event. The ramp area consists of one contiguous rectangular section located adjacent to and east of the Airport Terminal building. See **Attachment #1 - MAP**.
- 7.2 **ADVANCE PAYMENT** - The City shall provide an advance payment of \$50,000 to the Contractor two (2) weeks after award of contract, by City Council, for the 2011 Air Fair Event and six (6) months prior to the 2012 and the 2013 Air Fairs. This advance payment shall be used to acquire and retain necessary services to manage and promote the event. If the Air Fair is cancelled due to the fault of the Contractor, the advance shall be repaid to the City within thirty (30) days of event cancelation.
- 7.3 **AIRFIELD OPERATIONS** - The Aviation Department shall manage all airfield closures and inspections that may be necessary for event. This includes setting up barricades, issuing NOTAMS, sweeping taxiways, runways and ramp areas.
- 7.4 **SHUTTLE SERVICE** - The Aviation Department shall be responsible for working with the City's Transportation Department and shall provide shuttle services to and from all remote parking lot(s) for the event.

REQUEST FOR PROPOSAL # 11RP031
SCOTTSDALE AIR FAIR EVENT MANAGEMENT/PROMOTION SERVICES
SPECIFICATIONS

7. CITY RESPONSIBILITIES – CONT'D

- 7.5 **MILITARY SUPPORT** - The Aviation Department shall solicit the participation of the Luke Air Force Base transient support team to handle the U.S. military aircraft that may attend the event. The participation of the Luke Transient support team is not guaranteed.
- 7.6 **MILITARY AIRCRAFT SOLICITATION** - The Aviation Department shall file the necessary paperwork with the U.S. military to request approval for military aircraft to attend the event. The Aviation Department shall also assist with the recruitment of military aircraft to participate in the event, but cannot guarantee the participation of any military aircraft as this is out of the control of the City.
- 7.7 **EVENT SECURITY SUPPORT** - The Aviation Department will contact and work to provide the services of the Civil Air Patrol (CAP) to maintain a general security presence that will assist with keeping the visitors inside the show site. This will consist of approximately 10 cadets from Friday afternoon to Friday evening, Saturday morning to Saturday evening and Sunday morning to Sunday evening. The Aviation Department cannot guarantee the participation of the CAP as this is out of the control of the City. If the CAP is unavailable, it is the responsibility of the Contractor to provide the event security support.
- 7.8 **TRASH SERVICE** - The Aviation Department shall arrange and pay for all garbage dumpsters necessary to support the event. This includes setting up initial delivery and any removal, replacement or emptying of those dumpsters. This does not include all of the individual waste cans that will be located on the event site or the emptying of those waste cans.

8. LIMITATIONS

- 8.1 **AEROBATICS** - Aircraft Aerobatics will not be permitted due to the fact that the airport cannot secure an aerobatics box that meets Federal Aviation Administration (FAA) standards. The aircraft will have the ability to conduct formation flights, fly-bys and low approaches if said operations are approved by the Air Traffic control tower personnel.
- 8.2 **PARKING** - The Aviation Department can only guarantee the use of approximately two hundred and fifty (250) parking spaces located in the vicinity of the Airport Terminal building. Additional parking lots shall be arranged by the Contractor. Any rental of such lots shall be paid for by the Contractor.
- 8.3 **TENT/STRUCTURE SET UP** - The Contractor will not be allowed to drive any tent poles or stakes into the paved areas of the show site. All tents, tables or other related structures shall be sufficiently weighted down with water barrels, sand bags or other non-destructive methods in order to ensure that they are kept in place during any weather condition. The Contractor shall closely monitor the weather forecast for the entire event and if any weather event is predicted that would cause winds to exceed the capabilities of the anchoring methods mentioned above, the tents and other structures shall be taken down prior to the weather event taking place.

REQUEST FOR PROPOSAL # 11RP031
SCOTTSDALE AIR FAIR EVENT MANAGEMENT/PROMOTION SERVICES
SPECIFICATIONS

9. ADDITIONAL FINANCIAL INFORMATION

- 9.1 The Contractor shall not charge for parking.
- 9.2 The Aviation Department must approve in advance all items/good/services provided at the air fair event.
- 9.2.1 Ticket prices for the event must be approved in advance by the Aviation Department prior to being advertised to the public. The City expects the ticket prices to range from \$5.00 to \$15.00. If ticket packages are developed to include a combination of entry to the event, with food, beverages and/or rides/games; the prices of those packages must also be approved in advance by the City. The Contractor shall provide at a minimum of thirty (30) of each variety of ticket(s) (adult/child, meal package, deals, etc.) to the City at no additional charge.
- 9.3 Repayment of Advance**
- 9.3.1 The City expects to recover the entire advance payment made to the Contractor within thirty (30) days of conclusion of each Air Fair. The repayment shall be based on a 50% share (an even 50% City, 50% Contractor) of the first \$100,000 in revenue and proceeds which the Contractor received in conjunction with the air fair. Once the City has received \$50,000 from the gross revenues, the Contractor shall then keep one hundred percent (100%) of the revenues and proceeds generated thereafter. This payment and subsequent repayment of the advance payments shall take place each year over the life of the contract.
- 9.3.2 Revenue and proceeds shall include, but not be limited to, all ticket sales, all commissions or payments received/fees obtained through concessions (food, beverage, souvenirs, rides, games, etc) , rental fees , space licensing fees , marketing / sponsorship / donations and all other forms of monetary gain or the equivalent market value of in kind services.
- 9.3.3 In the event the Contractor fails to repay the advance payment to the City within the thirty (30) day period, in accordance with the contractual clause Item 4.7 Records and Audit Rights in the attached City Services Contract, the Contractor must make available all pertinent financial records, accounting books and financial dealings associated with the Air Fair. These records shall indicate exactly how much revenue was received and how it totaled less than \$100,000. All revenue and proceeds after the City has been reimbursed for their advance payment shall belong to the Contractor.
- 9.3.4 For the purpose of verifying amounts payable hereunder and upon reasonable notice, the books and records of Grantee shall be subject to inspection or audit by duly authorized officers or representatives of the City at reasonable times.
- 9.3.5 In addition, if repayment is not received each year within thirty (30) days of the conclusion of the Air Fair event, the reimbursement of the advance will be treated as "late" upon which a five percent (5%) penalty shall be added and interest of one and one-half percent (1½%) shall accrue on the entire amount due each month.

REQUEST FOR PROPOSAL # 11RP031
SCOTTSDALE AIR FAIR EVENT MANAGEMENT/PROMOTION SERVICES
SPECIFICATIONS

10. PAYMENT INDEMNIFICATION

The Contractor shall be responsible for issuing payment for services performed by the Contractor's employees and will indemnify and save the City harmless for all claims whatsoever growing out of the lawful demands of employees, subcontractors, suppliers, or any other third party incurred in the furtherance of the performance of the contract. The Contractor shall, at the City's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived.

11. CITY ASSURANCE

- 11.1 The Contract Administrator shall report to the Contractor in writing, via email, or other written documentation, all deficiencies in the quality of performance of the contract. All deficiencies in the performance of the Contractor's service shall be corrected by the Contractor as directed by the Contract Administrator.
- 11.2 The Contract Administrator shall on an ongoing basis monitor and review the performance of the Contractor and employees. The outcomes of this oversight shall have a direct bearing on the opportunity to negotiate a renewal of the contract, when applicable.

12. PRODUCT AND SERVICE REQUIREMENTS

- 12.1 All products supplied by the Contractor shall meet all applicable Federal, State, Local, ANSI, and OSHA laws, rules, and regulations pertaining to the products covered under the scope of this contract.
- 12.2 The Contractor shall furnish all labor, materials and equipment necessary for the completion of the scope of work described herein.
- 12.3 All equipment used for performance of work under the scope of this Contract, shall be maintained in a safe operating condition, and shall comply with all applicable Federal, State, Local, ANSI, and OSHA laws, rules, and regulations.
- 12.4 The Contractor shall protect and prevent damage to wires, cable, structures, fences, vehicles, trees, plants and other artifacts. Any damage to public or private property shall be corrected by repair or replacement by the Contractor, at the Contractor's expense, to the satisfaction of the property owner and/or the Contract Administrator.

REQUEST FOR PROPOSAL # 11RP031
SCOTTSDALE AIR FAIR EVENT MANAGEMENT/PROMOTION SERVICES
SUBMITTAL REQUIREMENTS/CHECKLIST

OFFEROR INSTRUCTIONS

Offerors are reminded that the Evaluation Committee's ability to evaluate the proposals is dependent upon the organization, detail and readability of the submittal documents. A clear, complete and adequate response is very important. Please format your response to correspond with the areas listed below in the order they are listed.

To constitute a valid responsive proposal by the Offeror to this solicitation, the Offeror's submittal shall not exceed **thirty (30)** single sided pages or fifteen (15) double-sided pages in length (single sided 8½" X 11" paper using a minimum of 11-point font). It is understood that certain exhibits and figures are better presented on 11" x 17" paper. Such exhibits may be included but should be kept to a minimum. Should such 11" x 17" exhibits be included, they will count as two (2) pages (four if double-sided). Submittals shall be bound on the left, long side.

NOTE: Total page count excludes (one page cover letter, section dividers, table of contents, City's completed forms (as requested herein), resumes, and front/back bound covers, if applicable).

Submittals must be organized so that each element (identified under Submittal Content) is addressed in the order indicated. Offerors must answer all questions completely and accurately and furnish all required information/documents – failure to do so may result in proposal being deemed non-responsive.

SUBMITTAL CONTENT

- ☐ **One Page Cover Letter** – Each Offeror shall provide a one page cover letter on company letterhead, signed by an authorized representative of the company, stating at a **MINIMUM**; the company has read and understands all elements of the Request for Proposal and all information in the proposal is true and accurate.
- ☐ **Firm Qualifications Document** - Offeror's proposal shall provide a Firm's Qualifications summary document. This document shall illustrate the Offeror's understanding of the objectives of this Solicitation, as well as the qualifications, experience, training and other credentials that illustrate the Offeror's abilities to successfully complete the scope of work represented in this Solicitation. This document shall include, at a **MINIMUM**, the following items:
 - Offeror's document shall contain a synopsis of the firm's history, including a statement indicating the length of time the Offeror has been promoting, managing Air shows/Air Fairs.
 - Company Legal Name (and name of Company that will be primarily responsible for this contract), Main office business address, local office business address (if different), Office phone, fax and email address and Company web page address (if available). List all other legal names under which the company may have operated under within the past 5 years).
 - Identify the location of the office from which the majority of the production work will be performed.
 - A brief description of your company's primary business and any other associated business related activity involving event promotion/management services.
 - Offeror's document shall provide a list and brief description of all of the air shows or static display events that your company has promoted and managed.

**REQUEST FOR PROPOSAL # 11RP031
SCOTTSDALE AIR FAIR EVENT MANAGEMENT/PROMOTION SERVICES
SUBMITTAL REQUIREMENTS/CHECKLIST**

SUBMITTAL CONTENT – CONT'D

- ☐ **Team Organization and Experience** - Offeror's document shall contain an organizational chart that identifies names and roles of the key staff from your company that will be assigned to this contract.
- For each person shown on the organizational chart, provide a summary of the respective individual's experience and qualifications to perform in this role. As part of this item, and for each individual, identify the following:
 - The total number of years of experience,
 - The total amount of time the individual has been with the company,
 - The total number of years of experience for which a majority of the individual's time has been spent providing air show/air fare event promotion/management/consulting services,
 - A brief description of the two (2) most recent Air Show/Air Fair management projects in which they participated. For each project, it is requested the following be provided:
 - a. The year that the Air Show/Air Fair took place.
 - b. The role the individual facilitated in for the Air Show/Air Fair.
 - c. The name of the company with which the individual was employed at the time.
 - d. The names and phone numbers of two (2) individuals employed by the Air Show/Air Fair Sponsor at the time that are/were familiar with the project and thus can adequately comment on the quality of service provided by the individual.
 - e. Summary of events revenues and expenses.
 - Resumes of all key project personnel shall be submitted separately at the end of the Offeror's proposal, as an appendix.
- ☐ **Project Approach** - Upon review of the scope of services, the Offeror's proposal shall identify familiarity with providing Air Fair/Event Promotion/Management Service. This document shall include, at a **MINIMUM**, the following items:
- Provide a sample abbreviated marketing plan that your company would use for an event of this size and type. Please include methods of advertisements, how often they would be used and a timeline that describes when and how often each method would be used.
 - Provide a sample safety/emergency plan that your company would use for an event of this size and type.
 - Provide a sample command and control plan that generically describes how the personnel in your company would manage the event. This may include things such as identifying key positions and their responsibilities, communications plan, mock event schedule and steps that would be taken to ensure that it is carried out in a well organized manner.
- ☐ **Pricing** – Offeror's proposal is requested to provide a detailed estimate of their expenses and costs which correlate to this proposal. This document shall include, at a **MINIMUM**, the following items:
- Estimated ticket pricing structure.
 - Estimated Concession / vending price ranges.
 - Summary of estimate of expenses and revenues relative for planning purposes.
- ☐ **Additional Information** – Offeror's proposal shall identify the Offeror's familiarity with the City of Scottsdale local environment, economy, and other local issues pertinent to this project which enhances your qualifications to successfully facilitate this project.

**REQUEST FOR PROPOSAL # 11RP031
SCOTTSDALE AIR FAIR EVENT MANAGEMENT/PROMOTION SERVICES
SUBMITTAL REQUIREMENTS/CHECKLIST**

SUBMITTAL CONTENT – CONT'D

<u>FORMS</u>

- ☐ **Signature Page** - Fully completed Solicitation Signature Page, signed in ink.
- ☐ **Reference List** – Fully completed Reference List Form
- ☐ **Subcontractor List** – Fully completed Subcontractor List Form
- ☐ **General Disclosure Form** - Fully completed General Disclosure Form, signed in ink.
- ☐ **Litigation Disclosure Form** - Fully completed Litigation Disclosure Form, signed in ink.
- ☐ **Exceptions** – Offeror shall include all exceptions taken in regards to terms and conditions as specified in this solicitation document, award documents, or attached contracts. All exceptions taken by the Offeror shall be clearly defined and the changes requested clearly identified. Exceptions taken by the Offeror shall be used in the evaluation process.
- ☐ **Proposal/Bid Copies** – Identify and submit one (1) unbound original and five (5) copies of the Offeror's proposal. (Proposal copies may be bound or unbound). If possible in addition to the required hardcopies, please also provide an electronic copy of the Offeror's complete proposal. This electronic copy shall be one (1) file, on a Compact Disc (CD), in Adobe® Acrobat format (PDF), and be an electronic representation of the Offeror's complete proposal document (signature page, quotation page, sample documents, all attachments, brochures, pamphlets, etc.). The CD shall be labeled with the solicitation number, along with the Offeror's company name.

REQUEST FOR PROPOSAL # 11RP031
SCOTTSDALE AIR FAIR EVENT MANAGEMENT/PROMOTION SERVICES
EVALUATION CRITERIA

GENERAL

After receipt of all proposals, each submittal shall be screened to determine if any shall be deemed non-responsive. Unsigned proposals, unacknowledged Addenda, incomplete proposals, non-conformance with mandatory requirements, etc., may result in the determination of non-responsive.

Subsequent to the initial review, all remaining proposals shall be reviewed by the Proposal Evaluation Committee.

PROPOSAL EVALUATION

All responsive proposals shall be evaluated by the Proposal Evaluation Committee using the weighting and criteria listed below. The recommendation for contract award will be made to the responsible Offeror whose proposal is determined to be the most advantageous to the City when applying the following criteria and weighting.

The following is the weighting of criteria that will be used to review the proposals:

- 35 % - Firm Qualifications
- 30 % - Team Organization & Experience
- 35 % - Project Approach / Pricing

Each proposal will be reviewed in entirety and assigned a score with respect to each of the criteria. The proposals will be ranked by the evaluation committee according to their total weighted ranking.

REQUEST FOR PROPOSAL # 11RP031
SCOTTSDALE AIR FAIR EVENT MANAGEMENT/PROMOTION SERVICES
SIMILAR PROJECTS/REFERENCES

Please list a **MINIMUM** of three (3) customers for whom your company has provided services of a similar size and scope within the last five (5) years. These references may be checked, so please ensure the information is accurate and current. (Bidder may supply additional pages as needed).

Name of the Project: _____

Description of the Project: _____

Location of the Project: _____

Owner Point of Contact: _____

Owner Email: _____ Owner Telephone: _____

Start date: _____

Final completion date: _____

Original Cost: _____

Final Cost: _____

Name of the Project: _____

Description of the Project: _____

Location of the Project: _____

Owner Point of Contact: _____

Owner Email: _____ Owner Telephone: _____

Start date: _____

Final completion date: _____

Original Cost: _____

Final Cost: _____

Name of the Project: _____

Description of the Project: _____

Location of the Project: _____

Owner Point of Contact: _____

Owner Email: _____ Owner Telephone: _____

Start date: _____

Final completion date: _____

Original Cost: _____

Final Cost: _____

**REQUEST FOR PROPOSAL # 11RP031
SCOTTSDALE AIR FAIR EVENT MANAGEMENT/PROMOTION SERVICES
SUBCONTRACTOR'S LIST**

Each bidder MUST complete information regarding each Sub-Contractor which may be used in conjunction with this contract. The bidder must submit the name, address, license number (if applicable) of each subcontractor including the extent of such subcontracting and include with bid submittal documents. (Bidder may supply additional pages as needed to identify all subs).

NAME: _____ LICENSE # _____

ADDRESS: _____

CONTACT PERSON / TELEPHONE: _____

EMAIL ADDRESS: _____

EXTENT OF WORK: _____

NAME: _____ LICENSE # _____

ADDRESS: _____

CONTACT PERSON / TELEPHONE: _____

EMAIL ADDRESS: _____

EXTENT OF WORK: _____

NAME: _____ LICENSE # _____

ADDRESS: _____

CONTACT PERSON / TELEPHONE: _____

EMAIL ADDRESS: _____

EXTENT OF WORK: _____

**REQUEST FOR PROPOSAL # 11RP031
SCOTTSDALE AIR FAIR EVENT MANAGEMENT/PROMOTION SERVICES
OFFEROR GENERAL DISCLOSURE FORM**

Offeror shall respond to each of the questions below by checking the appropriate box and provide supplemental information as needed. Failure to fully and truthfully disclose the information required by this disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

Debarment / Suspension Information – Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

YES ☐ NO ☐

If “YES”, in an attachment to this form identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.

Surety Information – Has the Respondent or any of its principals ever had a bond or surety cancelled or forfeited?

YES ☐ NO ☐

If “YES”, in an attachment to this form identify the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.

Bankruptcy Information – Has the Respondent or any of its principals ever been declared bankrupt or filed for protection from creditors under State or Federal proceeding in the last seven (7) years?

YES ☐ NO ☐

If “YES”, in an attachment to this form identify the date, court, jurisdiction, case number, amount of liabilities and amount of assets.

Signature

Title

Printed Name

Date

REQUEST FOR PROPOSAL # 11RP031
SCOTTSDALE AIR FAIR EVENT MANAGEMENT/PROMOTION SERVICES
OFFEROR LITIGATION DISCLOSURE FORM

Offeror shall respond to each of the questions below by checking the appropriate box and provide supplemental information as needed. Failure to fully and truthfully disclose the information required by this disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

Have you or any member of your Firm or Team to be assigned to this contract ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

YES ☐

NO ☐

Have you or any member of your Firm or Team to be assigned to this contract ever been terminated (for cause or otherwise) from any work being performed for the City of Scottsdale or any other Federal, State or Local Government?

YES ☐

NO ☐

Have you or any member of your Firm or Team to be assigned to this contract ever been involved in any claim or litigation with the City of Scottsdale or any other Federal, State or Local Government during the last ten (10) years?

YES ☐

NO ☐

If you answered "YES", to any of the above questions, in an attachment to this form, please indicate the name(s) of the person(s), the nature, and status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable.

Signature

Title

Printed Name

Date

REQUEST FOR PROPOSAL # 11RP031
SCOTTSDALE AIR FAIR EVENT MANAGEMENT/PROMOTION SERVICES
PROPOSAL SIGNATURE PAGE

The undersigned hereby offers and agrees to furnish the material, or service, in compliance with all the terms and conditions, instructions, specifications, and any amendments contained in this Request for Proposal document and attached Professional Services Contract and any written exceptions in the offer accepted by the City.

The Bidder also certifies it is in compliance with the Non Collusion, Contracts with Sudan and Iran, and the Immigration Compliance and Federal and Arizona State Immigration Laws requirements of the solicitation.

Company Name

Signature of Authorized Person

Address

Printed Name

City State Zip

Title

Telephone Number

Fax Number

Date

E-Mail Address

The Offeror hereby acknowledges receipt of and agrees this submittal is based on the following Addenda.

ADDENDUM # _____ DATED _____

ADDENDUM # _____ DATED _____

Proposal must be signed by a duly authorized officer(s) eligible to sign contract documents for the firm. Consortiums, joint ventures, or teams submitting proposals will not be considered responsive unless it is established that all contractual responsibility rests solely with one Contractor or one legal entity. The Proposal must indicate the responsible entity.

Offerors should be aware that joint responsibility and liability will attach to any resulting contract and failure of one party in a joint venture to perform will not relieve the other party or parties of total responsibility for performance.



CITY OF SCOTTSDALE CITY SERVICES CONTRACT

THIS CONTRACT, entered into this _____ day of _____, 201____, by and between the City of Scottsdale, an Arizona Municipal Corporation, the "City", and _____, the "Contractor".

WITNESSETH

The City desires to contract for

The Contractor is duly qualified to perform the requested non professional services;

In consideration of the mutual promises and obligations, the parties agree as follows:

1.0 DESCRIPTION, ACCEPTANCE, DOCUMENTATION

Contractor will act under the authority and approval of the Contract Administrator for the City, named below, to provide the services required by this Contract.

1.1 SERVICE DESCRIPTION

The entire Scope of Work for Request for Proposal No. (rfp number) identified as (description) is incorporated herein by this reference as fully as if written out below. Contractor's proposal submitted in response to Request for Proposal Number (rfp number) and dated (date) is incorporated herein by this reference as fully as if written out below. If any provision incorporated by reference from the Scope of Work conflicts with any provision of the Contractor's proposal, the provision of the Scope of Work will control. If any provision of the Contractor's proposal conflicts with any provision of this Contract, this Contract will control.

1.2 ACCEPTANCE AND DOCUMENTATION

- A. Each task will be reviewed and approved by the Contract Administrator to determine acceptable completion.
- B. The City will provide all necessary information to the Contractor for timely completion of the tasks specified in Section 1.1 above.
- C. All documents, including but not limited to, data compilations, studies, and reports which are prepared in the performance of this Contract are to be and will remain the property of the City and must be delivered to the Contract Administrator before final payment is made to the Contractor.

2.0 BILLING RECORDS, AUDIT, FEES

2.1 BILLING RECORDS, AUDIT

The time spent for each task must be recorded and submitted to the Contract Administrator. Contractor must maintain all books, papers, documents, accounting records and other evidence pertaining to time billed and to costs incurred and make these materials available for audit by the City in accordance with Section 4.7 of this Contract.

2.2 FEE SCHEDULE

The Contractor shall reimburse the advance payment to City within thirty (30) days of completion of each annual Air Fair event.

2.3 PAYMENT APPROVAL

All charges must be approved by the Contract Administrator.

3.0 TERM, EXTENSION, TERMINATION

3.1 TERM AND EXTENSION

The term of this Contract shall be for a one (1) year period. The City and Contractor may mutually agree to extend this Contract for two (2) additional one (1) year periods upon the recommendation of the Contract Administrator, and concurrence of the Purchasing Director.

3.2 TERMINATION

Termination for Convenience: City reserves the right to terminate this contract or any part of this contract for its sole convenience with 30 days written notice. In the event of any termination, Contractor must immediately stop all work, and must immediately cause any of its suppliers and Subcontractors to cease all work. As compensation in full for services performed to the date of any termination, the Contractor will receive a fee for the percentage of services actually completed. This fee will be in the amount to be mutually agreed upon by the Contractor and the City, based on the agreed Scope of Work. If there is no mutual agreement, the Contract Administrator will determine the percentage of completion of each task detailed in the Scope of Work and the Contractor's compensation will be based upon this determination. The City will make this final payment within 60 days after the Contractor has delivered the last of the partially completed items. Contractor will not be paid for any work done after receipt of the notice of termination, nor for any costs incurred by Contractor's suppliers or Subcontractors, which Contractor could reasonably have avoided.

Cancellation for Cause: City may also cancel this contract or any part of this contract with 7 days notice for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any of the terms and conditions of this contract. Unsatisfactory performance as judged by the Contract Administrator, and failure to provide City, upon request, with adequate assurances of future performance are all causes allowing City to cancel this contract for cause. In the event of cancellation for cause, City will not be liable to Contractor for any amount, and Contractor will be liable to City for any and all damages sustained by reason of the default which gave rise to the cancellation.

In the event Contractor is in violation of any Federal, State, County or City law, regulation or ordinance, the City may terminate this contract immediately upon giving notice to the Contractor.

If the City improperly cancels the Contract for cause; the cancellation for cause will be converted to a termination for convenience in accordance with the provisions of this Section.3.2.

3.3 FUNDS APPROPRIATION

If the City Council does not appropriate funds to continue this Contract and pay for charges under this contract, the City may terminate this Contract at the end of the current fiscal period. The City agrees to give written notice of termination to the Contractor at least 30 days prior to the end of its current fiscal period and will pay to the Contractor all approved charges incurred through the end of this period.

4.0 GENERAL TERMS

4.1 ENTIRE AGREEMENT

This Contract constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified. This Contract may not be modified or amended except by a written document, signed by authorized representatives of each party.

4.2 ARIZONA LAW

This Contract is governed and interpreted according to the laws of the State of Arizona.

4.3 MODIFICATIONS

Any amendment, modification or variation from the terms of this Contract must be in writing and will be effective only after approval of all parties signing the original Contract.

4.4 ASSIGNMENT

Services covered by this Contract may not be assigned or sublet in whole or in part without first obtaining the written consent of the Purchasing Director and Contract Administrator.

4.5 SUCCESSORS AND ASSIGNS

This Contract extends to and is binding upon Contractor, its successors and assigns, including any individual, company, partnership or other entity with or into which Contractor merges, consolidates or is liquidated, or any person, corporation, partnership or other entity to which Contractor sells its assets.

4.6 CONTRACT ADMINISTRATOR

The Contract Administrator for the City is (contract administrator) or designee. The Contract Administrator will oversee the execution of this Contract, assist the Contractor in accessing the organization, audit billings, approve payments, establish delivery schedules, approve addenda, and assure Certificates of Insurance are in City's possession and are current and conform to the contract requirements. The Contractor will channel reports and special requests through the Contract Administrator.

4.7 RECORDS AND AUDIT RIGHTS

Contractor's records (hard copy, as well as computer readable data), and any other supporting evidence considered necessary by the City to substantiate charges and claims related to this contract are open to inspection and subject to audit and/or reproduction by City's authorized representative to the extent necessary to adequately permit evaluation and verification of the cost of the work, and any invoices, change orders, payments or claims submitted by the Contractor or any of his payees in accordance with the terms of the contract. The City's authorized representative must be given access, at reasonable times and places, to all of the Contractor's records and personnel in accordance with the provisions of this article throughout the term of this contract and for a period of 3 years after last or final payment.

Contractor must require all Subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this Section by insertion of these contract requirements in a written contract agreement between Contractor and payee. These requirements will also apply to any and all Subcontractors.

If an audit in accordance with this Section, discloses overcharges, of any nature, by the Contractor to the City in excess of 1% of the total contract billings, the actual cost of the City's audit will be reimbursed to the City by the Contractor. Any adjustments and/or payments which must be made as a result of any audit or inspection of the Contractor's invoices and/or records will be made within a reasonable amount of time (not to exceed 90 days) from presentation of City's findings to Contractor.

4.8 ATTORNEY'S FEES

In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or on account of any breach or default, the prevailing party will be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which will be considered to have accrued on the commencement of the action and will be enforceable whether or not the action is prosecuted to judgment.

4.9 INELIGIBLE BIDDER

The preparer of specifications is not eligible to submit a bid or proposal on the solicitation for which they prepared the specification, nor is the preparer eligible to supply any product to a bidder or offeror on the solicitation for which they prepared the specification.

4.10 INDEPENDENT CONTRACTOR

The services Contractor provides under the terms of this Contract to the City are that of an Independent Contractor, not an employee, or agent of the City. The City will report the value paid for these services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

4.10 INDEPENDENT CONTRACTOR – CONT'D

City will not withhold income tax as a deduction from contractual payments. As a result of this, Contractor may be subject to I.R.S. provisions for payment of estimated income tax. Contractor is responsible for consulting the local I.R.S. office for current information on estimated tax requirements.

4.11 CONFLICT OF INTEREST

The City may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City's departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a Contractor to any other party to the contract with respect to the subject matter of the contract. The cancellation will be effective when written notice from the City is received by all other parties to the contract, unless the notice specifies a later time (A.R.S. §38-511).

4.12 NOTICES

All notices or demands required to be given in accordance with the terms of this Contract must be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses stated below, or to any other address the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of Contractor:

In the case of City:

Notices will be considered received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

4.13 FORCE MAJEURE

Neither party will be responsible for delays or failures in performance resulting from acts beyond their control. These acts include, but are not limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, or power failures.

4.14 TAXES

Contractor will be solely responsible for any and all tax obligations which may result from the Contractor's performance of this contract. The City will have no obligation to pay any amounts for taxes, of any type, incurred by the Contractor.

4.15 ADVERTISING

No advertising or publicity concerning the City using the Contractor's services will be undertaken without first obtaining the written approval for the advertising or publicity from the City Contract Administrator.

4.16 COUNTERPARTS

This contract may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Contract will be considered to possess the full force and effect of the original.

4.17 CAPTIONS

The captions used in this Contract are solely for the convenience of the parties, do not constitute a part of this Contract and are not to be used to construe or interpret this Contract.

4.18 SUBCONTRACTORS

During the performance of the Contract, the Contractor may engage any additional Subcontractors as may be required for the timely completion of this Contract. The approval of the City must be obtained before the addition of any Subcontractors.

In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Contract rests with the Contractor.

4.19 CHANGES IN THE WORK

The City may at any time, as the need arises, order changes within the scope of the work without invalidating the contract. If any changes increase or decrease the amount due under the contract documents, or in the time required for performance of the work, an equitable adjustment will be authorized by written Change Order.

The City will execute a formal Change Order based on detailed written quotations from the Contractor for work related changes and/or a time of completion variance. All Change Orders are subject to approval by the City.

Contract Change Orders are subject to the Rules and Procedures within the City's Procurement Code.

4.20 CO-OP USE OF CONTRACT

In addition to the City of Scottsdale, this Contract may be extended for use by other municipalities, government agencies and governing bodies, including the Arizona Board of Regents, and political subdivisions of the State. Any usage by other entities must be in accord with the ordinances, charter and/or rules and regulations of the respective entity and the approval of the Contractor.

4.21 COMPLIANCE WITH FEDERAL AND STATE LAWS

The Contractor understands and acknowledges the applicability of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to it.

4.22 IMMIGRATION LAW COMPLIANCE

Under the provisions of A.R.S. §41-4401, the Contractor warrants to the City that the Contractor and all its subcontractors will comply with all Federal Immigration laws and regulations that relate to their employees and that the Contractor and all its subcontractors now comply with the E-Verify Program under A.R.S. §23-214(A).

A breach of this warranty by the Contractor or any of its subcontractors will be considered a material breach of this Contract and may subject the Contractor or Subcontractor to penalties up to and including termination of this Contract or any subcontract. The Contractor will take appropriate steps to assure that all subcontractors comply with the requirements of the E-Verify Program. The Contractor's failure to assure compliance by all its' subcontractors with the E-Verify Program may be considered a material breach of this Contract by the City.

The City retains the legal right to inspect the papers of any employee of the Contractor or any subcontractor who works on this Contract to ensure that the Contractor or any subcontractor is complying with the warranty given above.

The City may conduct random verification of the employment records of the Contractor and any of its subcontractors to ensure compliance with this warranty. The Contractor agrees to indemnify, defend and hold the City harmless for, from and against all losses and liabilities arising from any and all violations of these statutes.

4.23 LAWFUL PRESENCE IN THE UNITED STATES FOR PERSONS

Arizona State law A.R.S. §1-502 (H.B. 2008) requires that all PERSONS who will be awarded a contract and apply for public benefit must demonstrate through a signed affidavit and the presentation of a copy of documentation that they are lawfully present in the United States.

PERSONS is defined as all NATURAL PERSONS / INDIVIDUALS / SOLE PROPRIETORSHIPS as indicated by your W9 Filing. *(This law does not apply to LLP's, LLC's, PLLC's, Corporations Limited Partnerships or General Partnerships)*

4.22 *LAWFUL PRESENCE IN THE UNITED STATES FOR PERSONS – CONT'D*

By submitting your quote, bid, proposal and/or indicating your desire to enter in a contract with the City you are agreeing that if you are selected as the awardee and meet the criteria as a PERSON you will abide by this law and sign and submit an AFFIDAVIT DEMONSTRATING LAWFUL PRESENCE IN THE UNITED STATES and attach the appropriate copy of your documentation in proof of that statement. Types of acceptable documentation copies are an Arizona Drivers License issued after 1996, Arizona nonoperating identification license, U.S. birth certificate, U.S. Passport, I-94 Form with photograph and several others that are all listed on the Affidavit form that the City will send to you for your completion before issuing any contract.

If you have previously done business with the City and already have filed the above Affidavit with copies of an acceptable documentation please indicate date of submittal. If your acceptable Affidavit is already on file with the City, that filing satisfies this requirement.

If you fail to complete and provide a completed Affidavit and accompanying acceptable copy of your documentation, or do not advise us of your previous filing within 10 calendar days of the City's request you may be considered non responsive and disqualified from that award consideration. You can obtain the complete Affidavit form from the City's Purchasing Department at (480) 312-5700 or the City's website at <http://www.scottsdaleaz.gov/vendors.asp> on the Vendor Resources page at the bottom right under Forms.

4.24 *CONTRACTS WITH SUDAN AND IRAN*

In accordance with A.R.S. §35-391.06 and 35-393.06, the contractor certifies that it does not have scrutinized business operations in Sudan or Iran, as defined in A.R.S. §35-391(15) and 35-393(12).

4.25 *NO PREFERENTIAL TREATMENT OR DISCRIMINATION*

In accordance with the provisions of Article II, Section 36 of the Arizona Constitution, the City will not grant preferential treatment to or discriminate against any individual or group on the basis of race, sex, color, ethnicity or national origin.

4.25 *INDEMNIFICATION*

To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, must defend, indemnify and hold harmless City of Scottsdale, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work or services in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees.

4.25 *INDEMNIFICATION- CONT'D*

Insurance provisions stated in this contract are separate and independent from the indemnity provisions of this paragraph and will not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph will not be

construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

4.26 CONTRACTOR ON SITE SAFETY REPORTING REQUIREMENTS

For any non-construction City supplier whose service contract(s) (either singular or in aggregate) results in the contractor working 500 or more hours on site at a City of Scottsdale location(s) in any one calendar quarter, the following documentation must be provided by the contractor to the Contract Administrator (CA):

- the contractor's most recent OSHA 300A (if applicable); all accident reports for injuries that occurred in the city under the contract during the most recent review period;
- the contractor's current worker's compensation experience modifier;
- the above information is to be provided to the CA initially and every February thereafter as long as the contract is in force;
- the CA will provide this information to Risk Management when requested.

5.0 INSURANCE

This contract contains the Standard Acord Certificate.

Failure to provide a Certificate of Insurance with the appropriate verbiage as indicated will result in rejection of your certificate and delay in contract execution.

Additionally, Certificates of Insurance submitted without referencing an RFP and Contract number will be subject to rejection and returned or discarded.

5.1 Insurance Representations and Requirements

5.1.1 General: Contractor agrees to comply with all applicable City ordinances and state and federal laws and regulations.

Without limiting any obligations or liabilities of Contractor, Contractor must purchase and maintain, at its own expense, this Contract's stipulated minimum insurance with insurance companies properly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to City of Scottsdale. Failure to maintain insurance as specified may result in termination of this Contract at City of Scottsdale's option.

5.1 *INSURANCE REPRESENTATIONS AND REQUIREMENTS – CONT'D*

- 5.1.2** No Representation of Coverage Adequacy: By requiring the insurance stated in this Contract, the City of Scottsdale does not represent that coverage and limits will be adequate to protect Contractor. City of Scottsdale reserves the right to review any and all of the insurance policies and/or endorsements required by in this Contract but has no obligation to do so. Failure to demand any evidence of full compliance with the insurance requirements stated in this Contract or failure to identify any insurance deficiency does not relieve Contractor from, nor be construed or considered a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.
- 5.1.3** Coverage Term: All insurance required by this Contract must be maintained in full force and effect until all work or services required to be performed under the terms of this contract are satisfactorily performed, completed and formally accepted by the City of Scottsdale, unless specified otherwise in this Contract.
- 5.1.4** Claims Made: In the event any insurance policies required by this Contract are written on a "claims made" basis, coverage must extend, either by keeping coverage in force or purchasing an extended reporting option, for 3 years past completion and acceptance of the work or services as evidenced by submission of annual Certificates of Insurance stating that applicable coverage is in force and contains the required provisions for the 3 year period.
- 5.1.5** Policy Deductibles and or Self Insured Retentions: The policies stated in these requirements may provide coverage which contain deductibles or self insured retention amounts. Any deductibles or self insured retention are not applicable to the policy limits provided to City of Scottsdale. Contractor is solely responsible for any deductible or self insured retention amount. City of Scottsdale, at its option, may require Contractor to secure payment of any deductible or self insured retention by a surety bond or irrevocable and unconditional Letter of Credit.
- 5.1.6** Use of Subcontractors: If any work under this agreement is subcontracted in any way, Contractor must execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements stated in this Contract protecting City of Scottsdale and Contractor. Contractor will be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.
- 5.1.7** Evidence of Insurance: Before beginning any work or services under this Contract, Contractor must furnish City of Scottsdale with Certificate(s) of Insurance, or formal endorsements as required by this Contract, issued by Contractor's insurer(s) as evidence that policies are placed with acceptable insurers as specified in this Contract and provide the required coverage, conditions, and limits of coverage and that any coverage and provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, City of Scottsdale will reasonably rely upon the Certificate of Insurance as evidence of coverage but any acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this agreement. If any of the above cited policies expire during the life of this Contract, it will be Contractor's responsibility to forward renewal Certificates within 10 days after the renewal date containing all the aforementioned insurance provisions.

5.1.7 Evidence of Insurance – Cont'd

Certificates will specifically cite the following provisions:

1. City of Scottsdale, its agents, representatives, officers, directors, officials and employees must be named an Additional Insured under the following policies:
 - a) Commercial General Liability
 - b) Auto Liability
 - c) Excess Liability - Follow Form to underlying insurance as required.
2. Contractor's insurance must be primary insurance as respects performance of subject contract.
3. All policies, except Professional Liability insurance, if applicable, waive rights of recovery (subrogation) against City of Scottsdale, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Contractor under this Contract.
4. Certificate must cite 30 day advance notice of cancellation provision or 10 day notice of cancellation for non-payment of premium.

5.2 Required Coverage

5.2.1 Commercial General Liability: Contractor must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy must cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying.

5.2.2 Vehicle Liability: Contractor must maintain Business Automobile Liability insurance with a limit of \$500,000 each accident on Contractor's owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Contract. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying. If any hazardous material, as defined by any local, state or federal authority, is the subject, or transported, in the performance of this contract, an MCS 90 endorsement is required providing \$5,000,000 per occurrence limits of liability for bodily injury and property damage.

5.2.3 Workers Compensation Insurance: Contractor must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of work or services under this Contract and must also maintain Employers' Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit.

6.0 SEVERABILITY AND AUTHORITY

6.1 SEVERABILITY

If any term or provision of this Contract is found to be illegal or unenforceable, then despite this illegality or unenforceability, this Contract will remain in full force and effect and that term or provision will be considered deleted.

6.2 AUTHORITY

Each party warrants and represents that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each has been properly authorized and empowered to enter this Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

7.0 REQUEST FOR TAXPAYER I.D. NUMBER & CERTIFICATION I.R.S. W-9 FORM

Before any contract payment being made, an I.R.S. W-9 Form **must** be completed and submitted to the following address:

City of Scottsdale
Accounts Payable Division
7447 E. Indian School Rd.
Scottsdale, AZ 85251

CITY OF SCOTTSDALE

W. J. "Jim" Lane, Mayor

CONTRACTOR:

Company Name

Signature

Printed Name

Title

Company Address

By: _____
Contract Administrator

REVIEWED BY:

Bill Yazel
Purchasing Director

Pauline Hecker
Risk Management Director

APPROVED AS TO FORM:

Bruce Washburn, City Attorney

By Clifford J. Frey
Senior Assistant City Attorney

PRODUCER

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

COMPANIES AFFORDING COVERAGE

COMPANY

A

COMPANY

B

COMPANY

C

COMPANY

D

INSURED

**THIS MUST MATCH EXACTLY TO THE
CONTRACTOR NAME AND INFORMATION AS
LISTED IN SECTION 1 OF THE SOW**

COVERAGES

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.

Co 1 tr	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (mm/dd/yy)	POLICY EXPIRATION DATE (mm/dd/yy)	LIMITS	
	GENERAL LIABILITY				GENERAL AGGREGATE	\$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS COMP/OP AGG	\$
	<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				PERSONAL & ADV INJURY	\$
	<input type="checkbox"/> OWNERS & CONTRACTORS PROT				EACH OCCURRENCE	\$
					FIRE DAMAGE (Any one fire)	\$
					MED EXP (Any one person)	\$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person))	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	\$
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:	\$
					EACH ACCIDENT	\$
					AGGREGATE	\$
	EXCESS LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE	\$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					\$
	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATU- TORY LIMITS	OTHER
	THE PROPRIETOR/ <input type="checkbox"/> INCL				EL EACH ACCIDENT	\$
	PARTNERS/EXECUTIVE <input type="checkbox"/> EXCL				EL DISEASE . POLICY LIMIT	\$
	OFFICERS ARE:				EL DISEASE . EA EMPLOYEE	\$
	Other:					

Description of Operations/Locations/Vehicles/Special Items:

City of Scottsdale, its representatives, agents and employees, is an Additional Insured under Commercial General Liability and Auto Liability. All cited insurance shall be primary coverage and waive rights of recovery (subrogation), including Workers Compensation, against City of Scottsdale. No policy shall be canceled or materially changed without 30 days advance written notice. Certificate not valid unless signed by authorized representative of insurance company. **APPLICABLE CONTRACT NUMBER:** _____

CERTIFICATE HOLDER / **ADDITIONAL INSURED**

City of Scottsdale
9191 E. San Salvador Drive
Scottsdale, AZ 85258

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

W-9 TAXPAYER ID FORM

It is necessary for the ***successful*** Contractor to provide a ***REQUEST FOR TAXPAYER I.D. NUMBER & CERTIFICATION I.R.S. W-9 FORM***, as indicated in this contract, prior to any contract payment being made.

This W-9 form is available from the IRS website at www.irs.gov under their forms section.

Parcels

Streets

Streets

Miscellaneous

City Boundary

Aerial Photos

2007 2' (Flown Nov 3-4, 2007)



SCALE 1 : 6,484

