



Salt Lake City Corporation

Request for Proposal, RFP No. 0103RFP100014

MARKETING AND BRANDING SERVICES FOR SLCGOV.COM

Information Management Services Division

Specification No. IM030, Contract No. 65-1-10-4209, Rev. October 12, 2009/ds

INFORMATION & REQUIREMENTS

I. **OBJECTIVE.** Salt Lake City Corporation (the "City") is soliciting competitive sealed proposals from qualified consultants to provide the City with experience in developing a "brand" for the City's website (www.slcgov.com.) The City currently has an award winning website and it is the City's intent to enhance visibility and recognition of the site by creating a recognizable brand for the City.

II. **BACKGROUND.**

Salt Lake City is a major metropolitan area providing a significant range of municipal services, including an international airport, a county-wide public utilities agency for water treatment, sewer and storm water drainage, and support services for a large commercial and business district.

The current website, (www.slcgov.com), has been recognized as one of the top five (5) local government websites nationally by the Center for Digital Government for the past several years. It is our goal to continuously enhance and improve the website to provide the citizens of Salt Lake City and other users of the website the most positive experience possible. We are committed to continuing our leadership in this arena and to helping set the standard to which other municipal websites will be measured.

The website is expected to:

- Provide a wide range of services 24-hours and 7-days per week
- Have a creative and professional look and feel
- Provide a quality impression of the City
- Be easy to navigate
- Be dynamic in nature allowing quick and easy content changes

By branding the website and its content the City hopes to improve communication with the public by creating a well recognized brand, establishing clearly that the message and services provided come from Salt Lake City.

The City is looking for assistance in developing a branding approach and a unique brand.

The City expects to enter into a non-exclusive contract with a qualified consultant to assist the City in reaching these goals. The assistance required shall include, but is not limited to, the following areas:

- Overall direction and vision for the branding process
- Marketing strategy for the website and the City's government access cable TV channel

III. INSURANCE REQUIREMENTS

Offerors should review the required insurance coverage and notice of policy cancellation requirements that will be part of the resulting contract(s). Such insurance information is provided under Paragraph 4 of the Sample Agreement. Proposed pricing must include associated insurance costs. The selected offeror will be required to provide insurance certificates meeting all requirements at the time of notification of conditional award.

IV. PROPOSAL SUBMISSION

- ❑ Sign and return the **Proposal Response Cover Sheet (ATTACHMENT 1)**. The form must be signed by a company representative authorized to bind the offeror contractually.
- ❑ Submit all required information as outlined in the **Proposal Content & Evaluation Criteria** section of **ATTACHMENT 1**.
- ❑ Submit **original proposal** and **twelve (12) proposal copies** in a sealed envelope or other sealed container.
- ❑ Mark envelope or container with RFP Number and submission deadline date.
- ❑ Submission Deadline: **3:00 pm, Thursday, November 19, 2009.** Proposals received after the 3:00 pm deadline will be placed in the file unopened and will not be considered.
- ❑ Submit to the address shown on the **Proposal Response Cover Sheet (ATTACHMENT 1)**.

NOTE: Proposals will be opened in a manner preventing disclosure of proposal respondents and the contents of the submissions. Proposals will then be sent to the City-appointed selection committee for evaluation.

Even after an offeror is selected for award, no information regarding the proposals will be made public until contract negotiations have been completed and a formal contract has been awarded. When the formal contract has been awarded, the name of the company awarded the contract will be listed on our website and can be accessed by going to <http://www.slcpurchasing.com>, proceeding to the link to SLC Online Bids and Proposal Request System, and then searching for the applicable RFP using the link entitled Search For Bids and Proposal.

V. PRE-PROPOSAL CONFERENCE

Offerors are advised there shall be a Pre-proposal Conference held at **1:00 p.m. (MST)** on **Thursday, November 5, 2009** at 349 South 200 East, 2nd Floor, Alta Room, in Salt Lake City. All interested offerors should be in attendance in person or by telephone. Interested offerors wishing to conference-in by phone must email or call Jerilyn Midthun the day before the conference or sooner with their contact information. The purpose of this conference shall be to clarify any questions regarding these specifications. If necessary, following the conference, a written addendum shall be issued to all offerors. Questions not submitted prior to or at the conference shall not receive a written response.

VI. ADDITIONAL INFORMATION

The City's **designated contact person** for questions or additional information concerning the services specified in this Request for Proposal, or for additional information concerning Request for Proposal procedures and regulations (i.e., submission deadline, forms required, etc.), or Americans with Disabilities (ADA) accommodations, is **Jerilyn Midthun** in the Purchasing & Contracts Division: telephone (801) 535-6446; TDD (801) 535-6021; FAX (801) 535-6638; e-mail (jerilyn.midthun@slcgov.com).

All questions requesting clarification or interpretation of any section or sections of this specification should be submitted in writing (via fax or e-mail) to the Purchasing Division before the pre-proposal conference or verbally at the pre-proposal conference as referenced in paragraph V above. Questions received after such date may not be considered or receive a written response. A written response to questions, in the form of a Q & A report, will be sent via fax or e-mail to all offerors who submit questions and will also be posted to the City's website at www.slcpurchasing.com for all prospective offerors to view. If questions prompt the need for changes to the specification, the City will issue a written addendum to the original specification. The Q & A report and/or written addendum shall be issued and available on the website within three (3) working days following the pre-proposal conference.

ATTACHMENT 1

Proposal Response Cover Sheet RFP No. 0103RFP100014 PROPOSAL FOR MARKETING AND BRANDING SERVICES FOR SLCGOV.COM



Use this address for all U.S. Postal Service:
TO: Salt Lake City Corporation
Chief Procurement Officer
Purchasing & Contracts Division
P.O. Box 145455
Salt Lake City, Utah 84114-5455

For express courier or hand delivery, use:
Salt Lake City Corporation
Chief Procurement Officer
Purchasing & Contracts Division
451 South State Street - Room 238
Salt Lake City, Utah 84111

The undersigned, having carefully read and considered the Request for Proposal to provide **MARKETING AND BRANDING SERVICES FOR SLCGOV.COM** for the Information Management Services Division, does hereby offer to perform such services on behalf of the City in the manner described and subject to the terms and conditions set forth in the attached proposal. Services will be performed at the rates set forth in said proposal.

OFFEROR

Company Name: _____

Doing business as: ☐ **an individual** ☐ **a partnership** ☐ **a corporation** ☐ **a limited liability company** (mark appropriate box), duly organized under the laws of the State of _____.

BY: _____
(Signature of authorized representative) (Please Print or Type Name)

PRINCIPAL OFFICE ADDRESS:

Street Address _____

City _____ County _____

State _____ Zip Code _____

Telephone (____) _____ FAX (____) _____

Email Address _____

TAXPAYER IDENTIFICATION NUMBER:

Employer I.D. No. _____ **OR** Social Security No. _____
(Corporation or Partnership) (Individual)

**ALL PROPOSALS MUST INCLUDE THIS COVER SHEET & THE PROPOSAL
CONTENT & EVALUATION REQUIREMENTS LISTED ON THE NEXT 5 PAGES**

PROPOSAL CONTENT & EVALUATION CRITERIA

MARKETING AND BRANDING SERVICES FOR SLCGOV.COM

Instructions: When preparing proposals, reply to each of the following proposal content and evaluation criteria in the order listed. Please restate each numbered point listed below followed by your response in full, narrative sentences and provide any requested materials.

I. QUALIFICATIONS

- A. A statement of the firm's experience and qualifications to meet the requirements of the City as outlined herein. Include a general overview and history of your company, number of years in business, number of employees, corporate headquarters location, type of business, names of the firm's chief officers, and where you do business. Offerors may include an annual report or statement of finances, if available, but it shall not substitute for the written narrative requested for this item.
- B. Identify proposed staff members who would be involved in providing the services requested herein and submit statements or resumes detailing their qualifications. Your proposal should include information on levels of training received by each staff member and detailed descriptions of their involvement with projects of similar or identical scopes.
- C. Detail your firm's experience in providing the services requested herein for similar customers of similar size, with dates of performance and/or completion, customer name, contact person, and telephone number(s). By providing such references you agree that neither the City nor the clients referenced shall have any liability regarding the provision of such references or the City's use of such references in making selections under this request for proposal.
- D. Is your company currently involved in arbitration or litigation for any reason? If so, please elaborate.
- E. Has your company, or any of your proposed subcontractors, ever filed for reorganization or bankruptcy? If so, please provide dates and resolution.
- F. Identify any of the work that you intend to subcontract to others and identify the proposed subcontractors including names, specific assignments, and the qualifications of the subcontracting firm and its key personnel.
- G. In addition to the information and qualifications specified above, identify any special knowledge or skills provided by your firm that may be related or helpful to the services requested herein.

II. PROPOSED APPROACH TO PROJECT

- A. A statement of your understanding of the project, a general description of your proposed approach to the project's scope of services, and a description of the services that your firm is proposing.
- B. Describe the process to be used for development of the slcgov.com brand. Outline your recommended steps for development of the slcgov.com brand and use this recommended approach in your development of a firm fixed price offer for Section III below.
- C. Describe the marketing strategy you would recommend or use to increase the appeal and use of the slcgov.com website and the City's government access cable TV channel to a diverse range of end users, including the business community, residents of Salt Lake City and surrounding cities, other governmental entities, tourists, and other groups that have an interest in Salt Lake City. Suggest a recommended and itemized marketing strategy for use of the slcgov.com website and the City's government access cable TV channel, the individual components of which are to be identified in your response to Section III below.
- D. Describe project management methodology and tools that will be used in tracking of deliverables and the delivery of products and services on-time and within-budgetary constraints.
- E. Describe suggested timelines for responding to and completing work for both the branding and marketing aspects and describe how you can adjust to changed circumstances or priorities (i.e., standard, emergency, etc.).
- F. Describe insurance coverage carried by your firm. Does the coverage meet the requirements stated in paragraph 4 of the attached Sample Agreement? If not, will you obtain additional coverage to meet such requirements if you are selected?
- G. State whether you would ever use a vehicle in connection with any work done for this project.
- H. In addition to the specific service proposals specified above, identify and/or recommend any additional or innovative services and products provided by your firm that may be related to or helpful to a comprehensive branding program. If there is a better way for the City to package or define the services requested herein in, please explain what modifications would be necessary to achieve the desired result.

III. PROPOSED FEES

For this project, the City hopes to contract for a defined plan for development of the slcgov.com brand for a fixed price and a defined marketing plan for use of the slcgov.com website and the City's government access cable TV channel for a fixed price, with any additional work requested to be priced at defined hourly rates. However, the City is willing to consider other pricing proposals.

Provide a description of the rates and fees offered by your firm to provide the requested services, in accordance with the following. All prices and fees must be in U.S. dollars.

- A. Provide a firm fixed fee for the recommended service(s) described in Section II, Paragraph B for development of the slcgov.com brand. Itemize costs for each of the steps of this development process.
- B. Provide a firm fixed fee for the recommended service(s) described in Section II, Paragraph C for the recommended marketing strategy for use of the slcgov.com website and the City's government access cable TV channel. Itemize costs for each of the steps of this strategy.
- C. Provide hourly rates, by personnel title/name that will apply to all additional work not already covered in the firm fixed fee costs above. If these hourly rates were used to develop the firm fixed fees in Paragraphs A and B above, identify the number of hours included at this rate in each firm fixed fee proposal.
- D. If you anticipate any other costs to the City, describe them.
- E. If you want to offer an alternative method of pricing the work to be provided, please describe the method and the resulting fees in detail.

Note: Fees are to include all costs associated with the performance of the service(s) specified, including materials, supervision, labor, insurance, overhead, profit, transportation/mileage, delivery, fuel or other surcharges, and any other related costs. Charges not listed in the RFP response will not be allowed.

IV. **OTHER REQUIRED INFORMATION**

- A. Exceptions. If you have any exceptions to any of the terms, conditions, or requirements of this Request for Proposal or the attached Sample Agreement they must be identified and included as specified in **Paragraph V of Attachment 2, General Proposal Instructions & Information**. Include a response to this item stating whether you have, or have not, included any exceptions.
- B. Interest in sustainability, recycling, and other environmental matters. The City has an interest in measures used by its suppliers to ensure sustainable operations with minimal adverse impact on the environment. Please state whether your firm has a formal sustainability program or policy and, if so, please attach a copy to your proposal. Any sustainability program should address recycling, re-use of materials, and reduction of waste. Please list measures such as alternative fuel vehicles, recycling measures, and energy reduction measures used by your firm in its operations.
- C. Electronic payment. The City is encouraging offerors to accept electronic payments using a process whereby vendors can receive payments and remittance advices electronically. Please provide information relating to: (1) your ability to accept electronic payments and remittance advices; (2) your policy, if any, regarding electronic payments and (3) your discount, if any, for electronic payments.

- D. **City Ethics Requirement.** Include the following two paragraphs in your proposal and then add your own written acknowledgement that you have read the paragraphs and agree to comply with their terms.

REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES

The offeror represents that it has not: (1) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

Note: Pursuant to the foregoing, it is the City's policy that City employees are prohibited from personally accepting gifts, incentives, and marketing or promotional items from suppliers and that suppliers shall not offer such items to City employees. Such offers from suppliers are inappropriate and may result in suspension or debarment of the supplier from the City's procurement processes.

- E. Value-Based Procurement. The City has determined that it obtains better value from contracted services when certain practices enhance a Consultant's or Consultant's work environment. Some consideration will be incorporated into the scoring of proposals for the following criteria. Please respond to the following with a Yes or No answer.
1. Has your company adopted a written policy stating that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or sexual orientation?
 2. Has your company conducted an apprenticeship during the twelve (12) months prior to submitting this offer that is consistent with the requirements of Utah Code Title 35A, Chapter 6 and the requirements of the U.S. Department of Labor Bureau of Apprenticeship and Training?
 3. Has your company adopted and implemented a written company policy creating a drug-testing program for pre-employment, and for testing based on "cause," consistent with the requirements stated in Utah Code Title 34, Chapter 38 (private employees), Title 34, Chapter 41 (local government), or Title 67, Chapter 19 (state)?
 4. Does offeror have a fixed office or distribution point within Salt Lake City boundaries, (ii) possess a Salt Lake City business license stating a Salt Lake City

address, (iii) employ no more than thirty (30) full-time employees (meaning employees working at least forty (40) hours per week for fifty (50) weeks per year), and (iv) have annual gross revenues not in excess of \$1 million (must meet all four requirements to respond “yes”)?

ORAL INTERVIEWS MAY BE CONDUCTED WITH ONE OR MORE PROSPECTIVE CONSULTANTS. THE DECISION OF THE CITY'S SELECTION COMMITTEE SHALL BE FINAL AND CONCLUSIVE.

PURSUANT TO REQUIREMENTS OF PARAGRAPH D ABOVE, PLEASE DO NOT SUBMIT ANY GIFTS OR PROMOTIONAL ITEMS WITH YOUR PROPOSAL. CITY EMPLOYEES ARE NOT ALLOWED TO ACCEPT SUCH ITEMS REGARDLESS OF THEIR VALUE.

ATTACHMENT 2

General Proposal Instructions & Information



An electronic version of this document including all attachments and exhibits is available for download from the Salt Lake City Purchasing & Contracts Division website:
<http://www.slcpurchasing.com>

I. AWARD BY WRITTEN AGREEMENT

The selected offeror shall be required to enter into a written agreement in substantially the form as shown in the attached **SAMPLE AGREEMENT (ATTACHMENT 3)** which shall be the basic form used to develop the final agreement.

- Signature on the Proposal Cover Sheet acknowledges that the offeror is willing to enter into the agreement if awarded the contract. Offerors are advised to read thoroughly the Sample Agreement as the selected offeror will be required to comply with its requirements.
- If offeror has any exceptions to the Sample Agreement, the offeror must follow the procedures stated under Paragraph V, EXCEPTIONS.

II. PREPARATION OF PROPOSALS

- A. Failure to Read. Failure to read the Request for Proposal and these instructions will be at the offeror's own risk.
- B. Cost Of Developing Proposals. All costs related to the preparation of the proposals and any related activities are the sole responsibility of the offeror. The City assumes no liability for any costs incurred by offerors throughout the entire selection process.

III. SUBMISSION DEEMED AGREEMENT

Submission of a bid, proposal or other offer or submission constitutes the bidder's or offeror's agreement to all of the terms, conditions and provisions of the bid or proposal package, or other solicitation documents. In addition, submission of a bid, proposal or other offer or submission by fax or E-mail constitutes a waiver of any claim to confidentiality, or any protest based on such a claim. By the submission of any bid, proposal or other offer or submission, the bidder or offeror represents that the matters stated therein are true and correct.

IV. PROPOSAL INFORMATION

- A. Discussions With Offerors. The City reserves the right to enter into discussions with the offeror(s) determined to be reasonably susceptible of being selected for award, or to

enter into exclusive discussions with the offeror whose proposal is deemed most advantageous, whichever is in the City's best interest, for the purpose of negotiation. In the event that exclusive negotiations are conducted and an agreement is not reached, the City reserves the right to enter into negotiations with the next highest ranked offeror without the need to repeat the formal solicitation process.

- B. Equal Opportunity. The City will make every effort to ensure that all offerors are treated fairly and equally throughout the entire advertisement, review, and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information.
- C. Proposal Ownership. All proposals, including attachments, supplementary materials, addenda, etc., shall become the property of the City and will not be returned to the offeror.
- D. Rejection Of Proposals.
 - The City reserves the right to reject any or all proposals received. Furthermore, the City shall have the right to waive any informality or technical defect in proposals received when in the best interest of the City.
 - No proposal shall be accepted from, or contract awarded to, any person, firm or corporation that is in arrears to the City upon a debt or contract or that is in default, as surety or otherwise, upon any obligation to the City, or that may be deemed irresponsible or unreliable by the Purchasing & Contracts Division. Offerors may be required to submit satisfactory evidence that they have the necessary financial resources to perform and complete the work outlined in this RFP.
- E. Failure To Submit A Proposal. Failure to submit a proposal (or to advise the City Purchasing & Contracts Division that future Requests for Proposal are desired) may result in the removal of your firm from the prospective offerors list.

V. EXCEPTIONS TO PROPOSAL & SAMPLE AGREEMENT

If offeror takes exception to any term, condition, or requirement set forth in this Request for Proposal or the Sample Agreement and any of its Exhibits and Attachments, said exceptions must be clearly identified and included in the response to this RFP. **Exceptions or deviations to any of the terms, conditions, or requirements must not be added to the proposal pages but must be submitted in a separate document accompanying offeror's proposal identified as "Exceptions."** Such exceptions shall be considered in the evaluation and the award processes. The City shall be the sole determiner of the acceptability of any exception.

If the City omits anything from this RFP that is necessary for a clear understanding of the work, or if it appears that instructions are in conflict, then the offeror shall secure written instructions from the Purchasing & Contracts Division at least forty-eight (48) hours prior to the time and date of the proposal opening shown above.

VI. CONFIDENTIALITY

All responses, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation produced by the offeror that are submitted to the City, as part of the proposal or otherwise, shall become the property of the City when received by the City and may be considered public information under applicable law. The City is subject to the disclosure requirements of the Government Records Access and Management Act, Title 63G, Chapter 2, Utah Code Annotated (“GRAMA”). The City generally considers proposals and all accompanying material to be public and subject to disclosure. **Any material considered by the offeror to be proprietary must be accompanied by a written claim of confidentiality and a concise written statement of reasons supporting the claim. Blanket claims that the entire RFP is confidential will be denied.** The City cannot guarantee that any information will be held confidential. Under Section 63G-2-305 of GRAMA, if the offeror makes a claim of confidentiality, the City, upon receipt of a request for disclosure, will determine whether the material should be classified as public or nonpublic, and will notify the offeror of such determination. The offeror is entitled under GRAMA to appeal an adverse determination. **The City is not obligated to notify the offeror of a request to see the offeror’s proposal, and will not consider a claim of confidentiality, unless the offeror’s claim of confidentiality is made in a timely basis and in accordance with the GRAMA.**

VII. GOVERNING CODE AND RULES

The City’s procurement processes, including this competitive solicitation, are governed by Salt Lake City Code 3.24 and Salt Lake City Administrative Rules for Procurement.

ATTACHMENT 3

SAMPLE AGREEMENT



The Sample Agreement will be subject to review and modification by the City Attorney's Office.

CONTRACT NO. 65-1-10-4209

Rev. /ds

SAMPLE AGREEMENT

MARKETING AND BRANDING SERVICES FOR SLCGOV.COM

FOR THE SALT LAKE CITY INFORMATION MANAGEMENT SERVICES DIVISION

THIS AGREEMENT is between SALT LAKE CITY CORPORATION, a Utah municipal corporation (the "City"), and Ø, a _ ("Consultant"), and is dated as of the date the City Recorder attests the applicable City signature (which date shall be the recordation date).

RECITALS

1. Consultant desires to provide certain marketing and branding consulting services for City's Information Management Services Division.
2. City desires to engage Consultant for such services.

AGREEMENT

In consideration of the promises and covenants hereinafter contained, the parties agree as follows:

1. Consultant shall provide certain marketing and branding consulting services for City's Information Management Services Division as described in Exhibit "A" for an initial term of one (1) year commencing as of the date of this Agreement. City may extend this Agreement for four (4) additional one-year terms, renewable on an annual basis, under the same terms and conditions. Notice of term extensions shall be in writing served upon Consultant by regular mail at least thirty (30) days before the expiration of the original term of this Agreement, or any renewal term, in order for such extension to be effective. After all annual term extensions have been exercised, City shall have the right to extend this Agreement for an additional term of up to four (4) months by giving Consultant written notice at least ten (10) days before the expiration of the last annual extension, provided, however, that City may terminate such additional term by giving Consultant at least five (5) days prior written notice of such termination. This is a non-exclusive contract and City reserves the right to acquire the services, at its discretion, from other sources during the term of this Agreement. All financial commitments by City shall be subject to the appropriation of funds approved by City Council

and the limitations on future budget commitments provided under applicable Utah law, including the Utah Constitution.

2. For services provided to City, Consultant shall be paid as specified under Exhibit “B” (Price Schedule).

3. For such consideration, Consultant shall furnish all materials, supervision, labor, and equipment to complete the requirements of this Agreement.

4. The following insurance requirements apply to this Agreement:

A. GENERAL INSURANCE REQUIREMENTS FOR ALL POLICIES.

(1) Any insurance coverage required herein that is written on a “claims made” form rather than on an “occurrence” form shall (i) provide full prior acts coverage or have a retroactive date effective before the date of this Agreement, and (ii) be maintained for a period of at least three (3) years following the end of the term of this Agreement or contain a comparable “extended discovery” clause. Evidence of current extended discovery coverage and the purchase options available upon policy termination shall be provided to City.

(2) All policies of insurance shall be issued by insurance companies licensed to do business in the state of Utah and either:

(a) Currently rated A- or better by A.M. Best Company;

—OR—

(b) Listed in the United States Treasury Department’s current *Listing of Approved Sureties (Department Circular 570)*, as amended.

(3) Consultant shall furnish certificates of insurance, acceptable to City, verifying the foregoing matters concurrent with the execution hereof and thereafter as required.

(4) In the event any work is subcontracted, Consultant shall require its subcontractor, at no cost to City, to secure and maintain all minimum insurance coverages required of Consultant hereunder.

(5) All required certificates and policies shall provide that coverage thereunder shall not be canceled or modified without providing 30 days prior written notice to City in a manner approved by the City Attorney.

B. REQUIRED INSURANCE POLICIES. Consultant, at its own cost, shall secure and maintain during the term of this Agreement, including all renewal terms, the following minimum insurance coverage:

(1) Worker's compensation and employer’s liability insurance sufficient to cover all of Consultant's employees pursuant to Utah law. This requirement includes those who are doing business as an individual and/or as a sole proprietor as well as corporations and partnerships. In the event any work is subcontracted, Consultant shall require its subcontractor(s)

similarly to provide worker's compensation insurance for all of the latter's employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law.

(2) Commercial general liability (CGL) insurance with City as an additional insured, in the minimum amount of \$500,000 per occurrence with a \$1,000,000 general aggregate. These limits can be covered either under a CGL insurance policy alone, or a combination of a CGL insurance policy and an umbrella insurance policy and/or a CGL insurance policy and an excess insurance policy. The policy shall protect City, Consultant, and any subcontractor from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from Consultant's operations under this Agreement, whether performed by Consultant itself, any subcontractor, or anyone directly or indirectly employed by either of them. Such insurance shall provide coverage for premises operations, acts of independent contractors, products and completed operations.

(3) Professional liability insurance in the minimum amount of \$1,000,000 per occurrence with a \$1,000,000 annual aggregate limit.

(4) Commercial automobile liability insurance that provides coverage for owned, hired, and non-owned automobiles in the minimum amount of a combined single limit of \$500,000 per occurrence or \$100,000 liability per person, \$300,000 liability per occurrence, and \$50,000 property damage. These limits can be reached either with a commercial automobile liability insurance policy alone, or with a combination of a commercial automobile liability insurance policy and an umbrella insurance policy and/or a commercial automobile liability insurance policy and an excess insurance policy.

—OR IF THERE WILL NOT BE ANY VEHICLE OPERATIONS—

(4) Consultant shall not operate a vehicle in connection with any services rendered under this Agreement. Inasmuch as Consultant agrees not to operate a vehicle in connection with services rendered under this Agreement, City shall not require Consultant to provide commercial automobile liability insurance.

5. Consultant shall obey all federal, state, county, and municipal laws, ordinances, regulations, and rules applicable to its operations. Said laws include, but are not limited to, the Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety & Health Administration (OSHA) laws, Family Medical Leave Act (FMLA), the Americans with Disabilities Act (ADA), and the Utah Identity Documents and Verification Act. Any violation of applicable law shall constitute a breach of this Agreement and Consultant shall hold City harmless from any and all liability arising out of, or in connection with, said violations including any attorney's fees and costs incurred by City as a result of such violation.

6. City may cancel this Agreement for any reason, and without any liability therefor, upon giving Consultant thirty (30) days prior written notice. Such notice shall be sent to the last known address of Consultant.

7. City may, without prejudice to any right or remedy, and without the necessity of giving the thirty (30) day notice provided in paragraph 6 above, terminate this Agreement for cause in the event Consultant fails to fulfill, in a timely or satisfactory manner, any of the terms and conditions

set forth in this Agreement and fails to cure such failure within three (3) days after written notice from City of such failure.

8. If this Agreement is canceled or terminated as provided herein, City shall pay Consultant on the basis of actual services satisfactorily performed as calculated by City.

9. Consultant, for itself, its successors and assigns, as part of the consideration herefore, covenants that no person, solely on the grounds of race, color, national origin, age, sex, religion, or non-job related disability, shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the furnishing of services hereunder, unless the characteristic is a bona fide occupational qualification.

10. Consultant shall indemnify, save harmless, and defend City, its officers and employees, from and against all losses, claims, demands, actions, damages, costs, charges, and causes of action of every kind or character, including attorney's fees, arising out of Consultant's intentionally wrongful, reckless, or negligent performance hereunder. If City's tender of defense, based upon this indemnity provision, is rejected by Consultant, and Consultant is later found by a court of competent jurisdiction to have been required to indemnify City, then in addition to any other remedies City may have, Consultant shall pay City's reasonable costs, expenses, and attorney's fees incurred in proving such indemnification, defending itself, or enforcing this provision. Nothing herein shall be construed to require Consultant to indemnify the indemnitee against the indemnitee's own negligence.

11. REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES.

Consultant represents that it has not: (1) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

12. GOVERNMENT RECORDS AND MANAGEMENT ACT. City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63, Utah Code Annotated or its successor ("GRAMA"). All materials submitted by Consultant pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure shall rest solely with Consultant. Any materials for which Consultant claims a privilege from disclosure shall be submitted marked as "Confidential" and accompanied by a statement from Consultant explaining the Consultant's claim of exemption from disclosure. City will make reasonable efforts to notify Consultant of any requests made for disclosure of documents submitted under a claim of confidentiality. Consultant may, at the Consultant's sole expense, take any appropriate actions to prevent disclosure of such material. The Consultant specifically waives any claims against City related to disclosure of any materials required by GRAMA.

13. Consultant is not an employee of City for any purpose whatsoever. Consultant is an independent contractor at all times during the performance of the services specified herein.

14. All notices shall be directed to the following addresses:

City: Salt Lake City Corporation
Attn.: City Contracts Administrator, Purchasing

(For U.S. Postal Service delivery)

P.O. Box 145455
Salt Lake City, Utah 84114-5455

-OR-

(For hand delivery or express courier delivery)

451 South State Street, Room 238
Salt Lake City, Utah 84111

With a copy to:

City: Salt Lake City Corporation
Information Management Services Division
Attn.: Media Services Manager

(For U.S. Postal Service delivery)

P.O. Box 145504
Salt Lake City, Utah 84114-5504

-OR-

(For hand delivery or express courier delivery)

349 South 200 East, Suite 200
Salt Lake City, Utah 84111

Consultant: Ø

Attention:

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15. This Agreement shall not be assigned by either party without the prior written consent of the other party.

16. Consultant's obligations are solely to City and City's obligations are solely to Consultant. This Agreement shall confer no third party rights whatsoever.

17. This Agreement embodies the entire Agreement between the parties relating to the subject matter of this Agreement and shall not be altered except in writing signed by both an authorized representative of Consultant and by City's Mayor or the Mayor's designee. The terms of this Agreement shall supersede any additional or conflicting terms or provisions that may be set forth or printed on Consultant's work plans, cost estimate forms, receiving tickets, invoices, or any other related standard forms or documents of Consultant that may subsequently be used to implement, record, or invoice services hereunder from time to time, even if such standard forms or documents have been signed or initialed by a representative of City. The intent of the parties is that the terms of this Agreement shall prevail in any dispute between the terms of this Agreement and the terms printed

on any such standard forms or documents, and such standard forms or documents shall not be considered written amendments of this Agreement.

18. Any ambiguity in this Agreement shall be construed in favor of City.

19. This Agreement shall be enforced in and governed by the laws of the state of Utah.

(Balance of page left blank)

The parties are signing this agreement as of the date stated in the introductory clause.

SALT LAKE CITY CORPORATION

By _____

Title _____

ATTEST AND COUNTERSIGN:

City Recorder

Recordation Date

APPROVED AS TO FORM:

Senior City Attorney

 $\emptyset$

By _____

Title _____

ACKNOWLEDGMENT

State of _____)
County of _____) :SS

The foregoing Agreement was acknowledged before me this _____ day of _____, 20____.

_____, 2009, by _____, the

(Name of person signing Agreement)

_____ of $\emptyset$, a (state) (type of entity).

(Title of person signing Agreement)

NOTARY PUBLIC, residing in

_____ County

My Commission Expires:_____

EXHIBIT “A”

SCOPE OF WORK

MARKETING AND BRANDING SERVICES FOR SLCGOV.COM

I. GENERAL

- A. Consultant, if doing business under an assumed name, i.e. an individual, association, partnership, corporation, or otherwise, shall be registered with the Utah State Division of Corporations and Commercial Code.

NOTE: Forms and information on how to get registered may be obtained by calling (801) 530-4849 or by accessing www.commerce.state.ut.us .

- B. Consultant shall assume full responsibility for damage to City property caused by Consultant's employees or equipment as determined by designated City personnel.
- C. Consultant shall be solely responsible for the safety of Consultant's employees and others relative to Consultant's work, work procedures, material, equipment, transportation, signage, and related activities and equipment.
- D. Consultant shall possess and keep in force all licenses and permits required to perform services under this Agreement.
- E. No guarantee of the actual service requirement is implied or expressed by this Agreement. Service requirements shall be determined by actual need.

II. RESPONSIBILITIES OF CONSULTANT

The responsibilities of Consultant include, but shall not be limited to, the following.

NOTE: This section to be completed after conditional contract award.

III. OWNERSHIP OF DOCUMENTS

The data used in compiling, and the results of, any tests, surveys or inspections, as well as all photographs, drawings, renderings, schedules, data processing output, computations, studies, audits, reports, models, and other items of like kind prepared by Consultant, its employees and consultants, shall be the property of City on which City shall own the copyright. Consultant may retain reproducible copies of all of the foregoing documents for information and reference and customary marketing and public relations. The originals of all of the foregoing documents shall be delivered to City upon completion of the work and before final payment is made. This provision may be enforced by an order of specific performance and is independent of any other provision of this Agreement.

IV. DISCLOSURE OF CITY RECORDS

Because City shall own the documents generated by Consultant pursuant to this Agreement, Consultant shall not, without written approval by City, disclose publicly said records. Consultant understands that the information obtained in the performance of this Agreement is confidential and may be shared with employees of City or others only on a need to know basis.

V. PRODUCTS/SERVICES FOR OTHER CITY DEPARTMENTS

With the written approval of the Information Management Services Division, Consultant may respond to calls from other City departments to provide the specified services. All services shall be provided at the rates stated in Exhibit "B". Invoices shall be sent directly to and paid by the department or division originating the request.

EXHIBIT "B"

PRICE SCHEDULE

MARKETING AND BRANDING SERVICES FOR SLCGOV.COM

I. GENERAL

- A. Prices stated include all costs associated with the performance of the services specified, including materials, supervision, labor, insurance, transportation, delivery, fuel or other surcharges, demurrage, and related costs. No other charges shall be allowed. All prices and fees are stated in U.S. dollars.
- B. City is exempt from sales, use, and federal excise taxes on these products and/or services. Exemption certificates shall be furnished upon request.
- C. Prices stated shall be firm for the initial 1-year term of this Agreement. Requests for price adjustment thereafter shall follow the requirements specified in Paragraph III, Option Renewal Period Price Adjustment.

II. FEES *NOTE: This section to be completed after conditional contract award.*

III. OPTION RENEWAL PERIOD PRICE ADJUSTMENT.

Prices stated are firm for the initial 1-year term of this Agreement. If this Agreement is extended for additional periods price adjustments may be made; however, any request for a price adjustment shall be made before the beginning date of the contract renewal period. Consultant may calculate and make a written request to City that the prices for the next renewal year be increased by the lesser of three percent (3%) or the percentage increase, if any, in the latest published Consumer Price Index, All Urban Consumers (CPI-U), "US City Average" published by the Bureau of Labor Statistics of the US Federal Government for the most recent twelve (12) month period, and City shall respond to such request. If publication of said CPI index should cease, such percentage increase shall be determined by reference to a similar index, or as agreed upon by the parties.

IV. INVOICING AND PAYMENT

City shall pay Consultant for all services provided by Consultant pursuant to this Agreement. Consultant shall submit a written invoice, in duplicate, for services rendered and City shall pay the invoiced fee within thirty (30) days after receipt of the invoice by City.

Invoices shall be submitted to:

Salt Lake City Corporation
Information Management Services Division
Attn: Media Services Manager
P.O. Box 145504
Salt Lake City, Utah 84114-5504