

REQUEST FOR PROPOSAL



STRATEGIC MARKETING PLAN DEVELOPMENT AND IMPLEMENTATION

RFP # 11RP001

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REQUEST FOR PROPOSAL # 11RP001

Request for Proposal for a Broker for the purpose of acquiring sponsorships by individuals, corporations, partnerships or other business entities or organizations for City community service events which will result in sponsorship contracts, the terms of which require the Sponsor to provide funds, goods or services to the City in consideration for recognition, acknowledgment, or other promotional considerations or benefits to City community service events.

SUBMITTAL RECEIPT AND OPENING

SEALED SOLICITATION SUBMITTALS WILL BE RECEIVED until **2:00 P.M., ARIZONA LOCAL TIME, AUGUST 10, 2010** 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 Broker recorded as a matter of public information within 30 minutes after the receipt time and date have past.

PROPOSED PRICING WILL NOT BE READ AT THE PUBLIC OPENING.

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 Broker'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.

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

Cathy Lonnegren
Bid & Contract Specialist
480-312-5439
clonnegren@scottsdaleaz.gov

REQUEST FOR PROPOSAL #11RP001
STRATEGIC MARKETING PLAN DEVELOPMENT & IMPLEMENTATION
INSTRUCTIONS TO BROKERS

SOLICITATION QUESTIONS

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

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., Arizona Local Time, August 2, 2010**. 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.

PREPARATION OF PROPOSAL

- A. All proposals must contain the proposal signature page included with this RFP. 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 must 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, must be calendar days.
- F. It is the responsibility of all Brokers 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 a Proposal confers no right of withdrawal after due time and date.
- G. Submit one original and 4 copies of your submittal.

NON COLLUSION

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

**REQUEST FOR PROPOSAL #11RP001
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INSTRUCTIONS TO BROKERS**

NON COLLUSION – CONT'D

In connection with the performance of this solicitation or any resulting Contract, the Broker is stating and certifying that the Broker 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.

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>

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>

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INSTRUCTIONS TO BROKERS**

PROSPECTIVE BROKER'S CONFERENCE

A prospective Broker's 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 Brokers an opportunity to submit any questions and discuss any questions previously submitted.

BROKER'S PRESENTATION

Brokers may be invited to make a presentation. If invited, the Brokers will be notified of the date and time of the presentation by the Contract Administrator.

LATE PROPOSAL

Late Proposals will not be considered. A Broker submitting a late Proposal will be so notified.

WITHDRAWAL OF PROPOSAL

At any time before the specified Proposal due time and date a Broker (or designated representative) may withdraw the Proposal. Faxed withdrawals will not be considered.

ADDENDA

Any addendum issued as a result of any change in this Request for Proposal must be acknowledged by all Brokers 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 manners may result in a Proposal being rejected as non-responsive.

PAYMENT

Payment for services rendered will be based on the agreed commissions for services rendered and the time for payment of commissions as stated in the Contract entered into between the City and the successful Broker.

TAXES

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

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INSTRUCTIONS TO BROKERS**

AWARD OF CONTRACT

- a. Unless the Broker 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 considered most advantageous to the City.
- b. Despite 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 of any Proposal; or
 - (3). Reissue a Request for Proposal.
- 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. Proposals do not become contracts unless and until they are accepted by the Purchasing Director and the contract is signed, the form of which is attached to this RFP as Exhibit C and by this reference made a part of this RFP.

POST AWARD CONFERENCE

After award the Broker may be required to participate in a Post Award Conference for the purpose of ensuring a complete understanding of the requirements.

REGISTRATION

To be eligible for consideration, Brokers must be registered/licensed in the State of Arizona if any 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 are irrevocable for a period of 90 days following the proposal due date.

LITIGATION

The Broker 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 Broker will also disclose any litigation in which the Broker has been involved in, either as a plaintiff or defendant, within the past 3 years, and the Broker must agree to notify the City within 24 hours of any litigation or significant potential for litigation of which the Broker becomes aware. Further, the Broker will be required to warrant that it will disclose in writing to the City all litigation involving the Broker, the Broker's related organization, owners and key personnel.

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INSTRUCTIONS TO BROKERS**

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

It is necessary for the ***successful*** Broker to provide a ***REQUEST FOR TAXPAYER I.D. NUMBER & CERTIFICATION I.R.S. W-9 FORM***, as indicated in the Contract, attached as Exhibit C, before any contract payment is made. **This form is available, in PDF format from the Purchasing's website on the Vendor Resources page, listed under Forms: <http://www.scottsdaleaz.gov/vendors.asp>.**

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.

Brokers are instructed to clearly identify any proprietary information that may be submitted with your proposal, and, if feasible, package this 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 will examine the portions of your proposal noted as "Confidential" or "Proprietary". If a determination to disclose the information is made, you will be so informed.

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

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

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GENERAL TERMS AND CONDITIONS

TERM OF AGREEMENT

The term of any Contract made in accordance with this Request for Proposal is for a one (1) year period. The City reserves the option to extend this Contract, for a maximum of four (4) additional one (1) year periods, upon the recommendation of the Contract Administrator and concurrence of the Broker and Purchasing Director.

ACCEPTANCE CONTRACT/AGREEMENT

Any Contract/Agreement made pursuant to this Request for Proposal must be accepted in writing by the Broker. Any terms proposed in Broker's acceptance of City's Contract which add to, vary from or conflict with the terms of this RFP are objected to. Any proposed terms are void and the terms of this RFP and the Broker's Contract constitute the complete and exclusive statement of the terms and conditions of the Contract between the parties and may 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 Broker relying on his knowledge and expertise to provide the services contracted for. As a part of that reliance, the Broker represents that he knows and understands the relevant and applicable federal and state laws that apply to the services provided through the Contract and agrees to comply with these relevant and applicable federal and state laws.

The Broker 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.

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

LOCAL CONDITIONS, RULES AND REGULATIONS

The Broker will familiarize himself with the nature and extent of the Contract Documents, work to be performed, all local conditions, and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the work.

CONTRACT

The Contract attached to this RFP as Exhibit B is made a part of this Request for Proposal as though stated fully in this RFP, and the Broker should read and understand the terms of the Contract before submitting his Proposal. The Contract between the City and the Broker consists of (1) the Contract in substantially the form of Exhibit B, attached and by reference made a part of this Request for Proposal, (2) the solicitation, instructions, all terms and conditions, specifications, Scope of Work, attachments, and any amendments, and (3) the offer submitted by the Broker in response to the solicitation.

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GENERAL TERMS AND CONDITIONS

CONTRACT – CONT'D

In the event of a conflict in language between the solicitation documents and the submitted offer referenced above, the provisions and requirements in the solicitation govern. However, the City reserves the right to clarify any contractual terms in writing with the concurrence of the Broker, and any written Contract Amendment governs in all other matters not affected by the Amendment.

INDEMNIFICATION AND INSURANCE

The Broker will be required to indemnify the City and carry the minimum insurance as required by the Contract, attached as Exhibit B.

INDEPENDENT BROKER

The services the Broker provides to the City are that of an Independent Broker, 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.

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

REQUEST FOR PROPOSAL #11RP001
STRATEGIC MARKETING PLAN DEVELOPMENT & IMPLEMENTATION
SPECIFICATIONS

INTRODUCTION

Scottsdale is a thriving city with a strong focus on community and family. The City has a population of 236,373 residents and employs nearly 2500 people. Scottsdale spans more than 184 square miles, has a median age of 40.4 years and a median household income of \$72,763 (2007). Additional information about the City is available on the Web at scottsdaleaz.gov.

On August 30, 2004 the Scottsdale City Council adopted Resolution 6473 allowing city staff to pursue marketing and naming rights with individuals, commercial enterprises and other organizations and establishing a policy for these types of agreements. Administrative Regulation 156 "Sponsorships, Naming Rights and Official Business Agreements" outlines a consistent approach and process for city staff to follow in pursuing sponsorships and naming rights.

Key elements of Resolution 6473 include, but are not limited to:

- Sponsorship Agreements must safeguard the City's assets and interests, and result in benefits to the City and its residents.
- The City will only enter into Sponsorship Agreements that are consistent with the City's character, values and service priorities.
- No Sponsorship Agreement will impair or diminish the authority of the City and its responsibilities in respect to any municipal facility or event that is the subject of the Agreement.
- All Sponsorship Agreements shall be subject to all state, federal and local laws, ordinances, rules, and regulations.

The City will not enter into any Agreements with any of the following:

1. Businesses that are subject to the regulation or monitoring by local, state or federal law enforcement agencies, including the Scottsdale Police Department, for regulatory compliance (e.g. sexually oriented businesses, bars, massage facilities, gun shops, manufactures or sellers of firearms or weapons) or products that are contrary to the interest of the public health, safety or welfare.
2. Religious or political organizations.
3. Commercial enterprises whose business is substantially derived from the sale or manufacture of alcohol or tobacco products.
4. Individuals or commercial enterprises having past, present, or pending business agreements or associations with the City, if a Sponsorship Agreement would have an appearance of impropriety.

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SPECIFICATIONS

SCOPE

The City of Scottsdale is seeking services of a qualified marketing consultant with demonstrated success working with municipalities to assist the City of Scottsdale in developing new revenue sources. This will be achieved via a two phase process:

Phase One: Strategic Marketing Plan Development

The consultant will conduct a strategic marketing study assessing city assets. The objective of the study is to identify corporate sponsorship opportunities, new business categories (such as an official business or product provider for the City of Scottsdale) and strategies that will generate additional revenue, goods and services to the city. This analysis should include an assessment of the Scottsdale brand – its value to potential sponsors and its strengths from a marketing perspective.

The scope of work involves a series of tasks and deliverables to meet the objectives of the study. The contractor shall prepare a detailed report at the completion of each task and a final report documenting the methodology, assumptions, and study findings.

Tasks may entail visiting city facilities, conducting phone surveys, reviewing existing contracts, policies and administrative regulations, interviewing city staff and elected officials, conducting primary research and data collection, and assessing comparable and neighboring cities and municipalities.

The selected Broker will be expected to work closely with the assigned Contract Administrator for the City and other Scottsdale officials to accomplish the tasks of this project. After consultation with the City's Contract Administrator, the selected consultant will assist in presenting the Strategic Marketing Plan a proposed timeline to Scottsdale management, City Council, the media, and others as requested.

Phase One Tasks:

1) Inventory existing and prospective tangible and non-tangible marketing assets of the City of Scottsdale:

- Assets to include Scottsdale-owned facilities and land, particularly those with public access and/or visibility and prominence. This scope of work is limited to facilities owned, operated and otherwise controlled by the city.
- Examination of current city agreements, including but not limited to advertising contracts currently in place and existing beverage pouring and naming rights sponsorships, where applicable.
- Examination of city marketing materials and other information on past sponsorship efforts and level of success. Examination of marketing materials and programs produced by city partner organizations such as the Scottsdale Convention and Visitors Bureau and the Scottsdale Cultural Council and its affiliates.
- The contractor shall carefully consider and review the city's physical, social, and intellectual property assets (including vending and concessionaire site venues and contracts, special events, public communication sites and towers, etc.).
- On-site interviews of city department heads and other Scottsdale staff as a planning step to understanding the existing marketing and sponsorship activity level, as needed.

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SPECIFICATIONS**

Phase One Tasks – Cont'd

2) Identify/prioritize potential marketing sectors/opportunities related to Scottsdale assets:

Create documentation outlining potential marketing partnership opportunities related to Scottsdale's tangible and intangible assets. The documentation should include potential benefits and drawbacks of each opportunity, including impact on the community, legal issues and the city's vision and values. This list should include the possible opportunities and priorities based on an assessment of the current market and past successes of such sponsorships with other cities.

3) Prepare timeline of proposed marketing opportunities:

Create a proposed timeline for marketing partnership opportunities, with a prioritized list by product category of potential marketing partnership opportunities that are available to the city of Scottsdale. This documentation should take into consideration Scottsdale's characteristics and relevant data affecting the possibility of success with each opportunity.

4) Write and produce Strategic Marketing Plan/Report:

Plan components should include establishing program goals/objectives and completing a market analysis that includes market demographics, economic data, and forecasts. The Strategic Marketing Plan/Report should be used as the basis for preparing revenue forecasts and program recommendations. The report should include summaries of results from each of the required tasks.

Phase 1 is expected to be completed within 90 days of contract award.

Phase Two: Strategic Marketing Plan Implementation

The selected consultant, in working with the assigned Contract Administrator, will implement the strategic marketing plan and serve as the City's broker in acquiring sponsorships, naming rights, official designations, or other revenue enhancement opportunities identified in the plan.

Phase 2 will begin upon approval by the Contract Administrator, and if so deemed necessary, the City Council and management. Phase 2 may not be implemented if it is determined that the Strategic Marketing Plan does not identify adequate revenue opportunities.

Phase Two Tasks:

1. Broker will develop a list of prospective corporate sponsors and present them to the assigned contract administrator for approval before implementing sponsorship solicitations. The Broker and the Contract Administrator may add to or delete prospective corporate sponsors from this list, as circumstances warrant.
2. Broker will develop specific proposals and Requests for Sponsorships to be sent to prospective sponsors. Requests for Sponsorships will not be sent to prospective sponsors without first obtaining the Contract Administrator's approval.

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Phase Two Tasks:

3. Broker is responsible for coordinating and meeting with prospective sponsorship companies.
4. Broker will conduct all preliminary negotiations with prospects and will use sponsorship contracts prepared by the City in a form substantially like that attached as Exhibit C. The City of Scottsdale will make the final determination as to the acceptance or rejection of any potential sponsorship proposal or other revenue enhancement initiative.
5. Broker will work with the Contract Administrator and a designated City staff team in assessing the City's long-term revenue enhancement potential. This assessment will include proposals on how to maintain and enhance the Scottsdale brand through marketing and sponsorships.
6. Assist and advise the Contract Administrator in all final negotiations for contracts between the City and Broker identified sponsors.
7. Provide regular updates (not less than every 60 days), either oral or written as may be directed by the Contract Administrator, on sponsorship solicitation activity.
8. Assist with presenting any sponsorship package to Scottsdale management, City Council, the media and others as requested.

The City will rely on the experience and expertise of the selected Broker to help identify internal and community issues that should be addressed by the City in seeking corporate sponsorships.

Broker has discretion to seek either multiple sponsorships or a single exclusive sponsor for any or all events.

POLICY CONSIDERATIONS

Revenue – Sponsorship contracts (attached as Exhibit C) will be subject to the following policy considerations:

Revenue – Sponsorship Contracts will be substantially in the form presented in Exhibit C, attached, but may be modified as necessary to meet unusual circumstances, after first obtaining the consent of the City's Contract Administrator.

Naming Rights Contracts will be generated by the City Attorney's Office upon submittal of a proposal from the selected Broker for a Naming Rights opportunity.

Contracts must safeguard the City's assets and interests and result in benefits to the City and its residents.

The City will only enter into revenue contracts that are consistent with the City's character, values and service priorities.

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SPECIFICATIONS**

POLICY CONSIDERATONS – CONT'D

Revenue contracts must not impair or diminish the authority of the City and its responsibilities in respect to any municipal facility or event that is subject to the revenue contract.

All revenue contracts are subject to all state, federal and local laws, ordinances, rules and regulations.

Revenue contracts that generate more than \$20,000 in annual revenue or in-kind goods or services to the City and all naming rights contracts, regardless of dollar amount, will be subject to the approval of the City Council.

Currently, off-site advertising in the City of Scottsdale is prohibited by ordinance. The broker should consider the city's current sign ordinance when evaluating naming rights opportunities that utilize signage or company logos, or any other form or fashion, that violates the ordinance. The broker is expected to work with the Contract Administrator in determining potential naming rights opportunities that will require amendments to the ordinance.

The City has the right to reject any proposals submitted by the Broker. The City has the right, at any time, to suspend or cancel a sponsorship contract if the circumstances arise whereby the continued arrangement would no longer satisfy the selection criteria by which the original sponsorship was evaluated and approved.

SPONSORSHIP CRITERIA

Based upon the nature of each prospective sponsorship, the Broker will use, but is not limited to, the following selection criteria to evaluate potential revenue opportunities:

1. Consistency of the sponsor's products, customers and promotional goals with the City's character, values, service priorities and brand;
2. The sponsor's historical participation and association with community projects, events and continued willingness to participate;
3. Community support for, or opposition to, the proposed sponsorship;
4. Anticipated public perception of the association of the City and the sponsor;
5. The sponsor's regard for and demonstrated success in valuing diversity;
6. The sponsor's continuing regard for and demonstrated success in environmental stewardship;
7. The sponsor's previous success in sponsoring similar community events in other communities;
8. Other selection criteria as may be determined by the City from time to time.

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SPECIFICATIONS**

FEE PROPOSAL

1. The Broker is to present their fee proposal in detail, but may utilize whatever methodology deemed necessary.
2. All Fees (which can consist of retainers, monthly, flat, etc) must be broken down by phase and include all costs for developing and implementing the Strategic Marketing Plan. All commission fees must be detailed and distinguish between first-year acquisitions and multi-year renewals.
3. The Broker must detail in their fee proposal all fees (retainer, monthly, expenses, commission, etc) and must include all work, including communications, related to the entire scope of work for both Phase 1 and 2. Distinguishing the fees between Phase 1 and 2 is particularly important considering Phase 2 implementation is contingent upon revenue opportunities identified in Phase 1, Strategic Marketing Plan Development.
4. In-kind sponsorships will only be accepted if actual monetary savings will be realized.
5. The City would expect that any commission fees will be paid not less than 60 days after sponsor money has been received and confirmed by the City and may continue annually during the length of the sponsor contact, subject to the terms of the Broker's Contract with the City. No commission fees will be paid after the Broker's Contract has terminated except from Sponsorship Agreements entered into during the term of the Broker's Contract that are due and owing but as yet unpaid. Broker will not be required to refund any commission fees paid for Sponsorship Agreements entered into by the City, should the Sponsor subsequently terminate, with or without cause, the Sponsorship Agreement before the end of its term.

COMMISSION FEES AND CONTRACT

The City would expect that any commission fees for City approved Sponsorship Contracts will be presented to the City in an annual fee invoice and will be due on a mutually agreed upon date beginning not less than 60 days after Sponsorship Contract approvals. Sponsorship contract length will be a minimum of 2 and maximum of 5 years. All sponsorship contracts will be in a form prepared and approved by the City with consideration given to the advice and recommendations of the Broker. The suggested form of a Sponsorship Contract is attached to this Request for Proposals as Exhibit C. The Sponsorship Contract may be modified as necessary to meet unusual circumstances, after first obtaining the consent of the City's Contract Administrator.

KEY PERSONNEL

The City will expect that the Broker will provide adequate experienced personnel, capable of and committed to the successful completion of the Scope of Work to be performed under the Contract. The Broker must identify and assign specific individuals to the key positions and those individuals must be identified as a part of the Broker's submitted proposal, including a copy of the professional resume for each individual. The Broker will not remove or replace the key personnel without first obtaining the written consent of the Contract Administrator.

REQUEST FOR PROPOSAL #11RP001
STRATEGIC MARKETING PLAN DEVELOPMENT & IMPLEMENTATION
SPECIFICATIONS

CITY OPPORTUNITIES

The Broker will as a part of Phase 1, Strategic Marketing Plan development, complete an inventory of marketable assets to be implemented in Phase 2.

The following abbreviated list is only provided as an indication of what the City has to potentially offer in the way of buildings, venues, events, recognition opportunities, etc. The Broker will be expected to investigate, research, document and prepare a comprehensive list of marketable assets under Phase 1.

LIST OF POTENTIAL MARKETABLE ASSETS (but not limited to)

- City of Scottsdale Baseball Stadium (with certain restrictions due to existing agreements and contracts)
- West World
- Libraries
- Public Buildings
- Events – such as Mighty Mud Mania
- Parks, Greenbelts & Trails
- Dog Parks
- Official Business Designations
- Downtown Districts
- Civic Center Mall
- Public Art

SPONSORSHIP RECOGNITION OPPORTUNITIES

The following reflects a list of possible sponsorship recognition formats. This listing is meant as an example of the types of sponsor recognition available and does not constitute a conveyance of all items in return for sponsorship. Other forms of sponsor recognition may be developed through contract development with the final forms of sponsorship recognition determined during contract negotiations.

Scottsdale Website:

Benefit:	Presence and acknowledgement as official sponsor, including company logo, on the City of Scottsdale website. Website location of the sponsorship recognition will be the standard department and event listing.
Impressions:	237,000 site visits March 10-April 9, 2009, from 153,000 unique visitors. Average time on site: 2.07 minutes. Average pages viewed: 3.45.
Frequency/length:	Presence on the website will be on-going for the length of the contract.
Costs:	City of Scottsdale will be responsible for any costs associated with this benefit.

**REQUEST FOR PROPOSAL #11RP001
STRATEGIC MARKETING PLAN DEVELOPMENT & IMPLEMENTATION
SPECIFICATIONS**

SPONSORSHIP RECOGNITION OPPORTUNITIES – CONT'D

Utility Bills:

Benefit:	Opportunity for the presence and acknowledgement as official sponsor, including company logo, in the City of Scottsdale utility bill insert.
Impressions:	Could be mailed monthly to an estimated 88,000 households and businesses.
Frequency/length:	Each event could be highlighted separately once per year in the utility bill insert.
Costs:	The City of Scottsdale will NOT be responsible for the cost of publishing an announcement of the activity in its utility bill insert. The Sponsor will be responsible for all costs associated with this opportunity, including but not limited to the printing and mailing.

A sponsor will have the option to provide a separate, 8 ½ x 11-inch insert to accompany the utility bill. The sponsor will be responsible for the costs of printing and delivering an estimated 88,000 inserts to the City's Graphics Division. The primary purpose of the insert must be advertising the City's event, but the sponsor may also include information about its products or services, if a disclaimer is also provided regarding any City endorsement of the products or services. The inserts must be under an established postage weight limit, which will allow the City to mail the utility bills and inserts without charging additional mailing costs to the sponsor.

Scottsdale Roadways:

Benefit:	Recognition as sponsor on street notification banners at various highly traveled roadways in Scottsdale. Sponsor will be entitled to sponsorship designation, as well as company logo, accompanying event notification details.
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- Frank Lloyd Wright Blvd, Scottsdale Rd to Hayden Rd. (30 signs)
- Drinkwater Blvd couplet, Scottsdale Rd to Scottsdale Rd. (50 signs)
- Goldwater Blvd couplet, Scottsdale Rd to Scottsdale Rd. (60 signs)
- Scottsdale Road overhead banner (2), Osborn and Goldwater

Impressions:	• Frank Lloyd Wright, Scottsdale Rd to Hayden: 39,000 average vehicles per day (2006). • Drinkwater Blvd couplet, Scottsdale Rd to Scottsdale Rd: 12,000 average vehicles per day (2006). • Goldwater Blvd couplet, Scottsdale Rd to Scottsdale Rd: 16,000 average vehicles per day (2006). • Scottsdale Road overhead banner: Osborn 35,238 vehicles day, Goldwater 46,568 vehicles day (2008).
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Frequency/Length:	Banners will be put up for each event at least 7 days prior and removed no sooner than 3 days after the event.
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Costs:	Sponsor will be responsible for all costs associated with printing the banners. Size of the banners are 2'x3' and double-sided. The City of Scottsdale will be responsible for costs associated with installing and removing the banners. A City of Scottsdale logo on the banner is required, but may be smaller than the sponsor logo.
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**REQUEST FOR PROPOSAL #11RP001
STRATEGIC MARKETING PLAN DEVELOPMENT & IMPLEMENTATION
SPECIFICATIONS**

SPONSORSHIP RECOGNITION OPPORTUNITIES – CONT'D

Scottsdale Channel 11:

Benefit:	Recognition as event sponsor on the City's official cable channel, City Cable 11. Recognition will be tied to event notification via video or still slide notifications.
Audience:	Estimated total households with cable television reception in Scottsdale: estimated 100,000.
Frequency/length:	Event advertising will run daily starting at least 14 days before the event.
Costs:	The City of Scottsdale will be responsible for any costs associated with this benefit.

Scottsdale's "On Hold" Telephone System:

Benefit:	Recognized as official event sponsor on City's "On Hold" telephone system. Callers to the City hear the on hold message whenever calling the City and being placed on hold.
Impressions:	2 million calls to the City of Scottsdale were logged in 2007. The number of callers who were placed on hold and heard the on hold message is not tracked.
Frequency/length:	On hold messages will begin running at least 30 days before the event.
Costs:	The City of Scottsdale will be responsible for any costs associated with this benefit.

Sponsorship Signage:

Benefit:	Exclusive on-site sponsorship signage at each event. Signage must conform to the City's sign ordinance requirements.
Impressions:	Depends on event.
Frequency/length:	Event only.
Costs:	Sponsor will be responsible for all costs associated with printing, installing and removing signage.

On-Site Sponsorship Presence:

Benefit:	On-site sponsorship presence, either via tent, booth or other mutually agreeable means.
Impressions:	Depends on event.
Frequency:	Event only.
Costs:	Sponsor will be responsible for all costs associated with this benefit.

"Official City of Scottsdale Sponsor":

Benefit:	Exclusive rights and use of "Official City of Scottsdale Sponsor" or other mutually agreeable official designation during the length of the contract.
Impressions:	Sponsor dependant.
Frequency/length:	Sponsor dependant.
Costs:	Sponsor will be responsible for all costs associated with this benefit.

**REQUEST FOR PROPOSAL #11RP001
STRATEGIC MARKETING PLAN DEVELOPMENT & IMPLEMENTATION
SPECIFICATIONS**

SPONSORSHIP RECOGNITION OPPORTUNITIES – CONT'D

Marketing to City of Scottsdale Employees:

Benefit:	Exclusive marketing rights to current City of Scottsdale employees via email, USPS or other mutually agreeable method.
Impressions:	2500 employees
Frequency/length:	Negotiable.
Costs:	Sponsor is responsible for all costs associated with this benefit.

Sponsorship reference in event press releases

Sponsorship reference in all event news item contained in Scottsdale Update, the city's weekly e-mail newsletter with a subscription base of about 5,000 including media outlets.

**REQUEST FOR PROPOSAL #11RP001
STRATEGIC MARKETING PLAN DEVELOPMENT & IMPLEMENTATION
SUBMITTAL CHECKLIST**

This list constitutes a minimum amount of information that is necessary for the evaluation team to review your proposal. You may determine that additional information is necessary for your submittal to be complete.

Check each box for each completed item included within your submittal. Please identify the specific location within your proposal for each item listed below.

- ☐ Proposal Signature Page
- ☐ Disclosure Forms – Debarment and Litigation
- ☐ Financial Viability
- ☐ Firm & Staff Qualifications
- ☐ Project Team Information
- ☐ Project Approach
- ☐ Reference List
- ☐ Exceptions
- ☐ Pricing Proposal Forms
- ☐ Proposal Copies and CD – ROM
- ☐ Submittal Checklist

Submit 1 original and 4 copies of your complete proposal, as well as 1 copy on CD, including all the above items.

REQUEST FOR PROPOSAL #11RP001
STRATEGIC MARKETING PLAN DEVELOPMENT & IMPLEMENTATION
SUBMITTAL REQUIREMENTS

All submittals shall be prepared on 8 ½" x 11" paper and may be printed double sided. Foldout pages should be kept to a minimum. Offerors are reminded that the Evaluation Committee's ability to evaluate the proposals is dependent upon the organization, detail and readability of the submittal. 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. Your Proposal should reference pagination and numbering within the Request for Proposal for ease of review. Submit one (1) unbound original and four (4) bound copies of your complete proposal, as well as one (1) copy on a CD.

Any manuals, reference material or promotional materials shall be separately bound.

Documentation, financial information and any other confidential or proprietary information necessary to complete your response shall be submitted separately, appropriately labeled, and submitted with the proposal material.

To constitute a valid responsive proposal by the Offeror to this solicitation, the Offeror's submittal **MUST** include a **MINIMUM** of the following items:

1. **Proposal Signature Page** – Fully completed Proposal Signature Page, signed in ink.
2. **Disclosure Statements** – Debarment, Surety forfeiture and Bankruptcy; Litigation
3. **Financial Viability** – The financial viability of a selected firm is of considerable importance to the City. Offerors **MUST** provide financial information in a separate, sealed envelope clearly marked as "**Confidential Financial Information**", along with the **Solicitation #** to the Bid & Contract Specialist listed on Page 1 of this Solicitation.
 - i. If a privately held company:
 1. Income Statements – past two years; audited preferred
 2. Balance Sheets – past two years; audited preferred
 3. Current Business Plan and/or Management Outlook
 - ii. If a publicly held company:
 1. Income Statements – past two years; audited
 2. Balance Sheets – past two years; audited
 3. "Notes" to the Financial Statements and/or Annual Reports
4. **Firm and Staff Qualifications** – Summarize the qualifications, experience, training and other credentials that illustrate the Offeror and employee's abilities to successfully complete this project. This section of the Offeror's proposal shall not exceed ten (10) pages and should cover a **MINIMUM** of the following items:
 - a. Briefly describe at least one project in which your firm, as a private sector enterprise has provided similar service for a business or non-profit agency.
 - b. List the top three (3) active or most recent government contracts or similar work that you have now or have had in the past 5 years, providing for each, the name of event, cost, etc.

REQUEST FOR PROPOSAL #11RP001
STRATEGIC MARKETING PLAN DEVELOPMENT & IMPLEMENTATION
SUBMITTAL REQUIREMENTS

5. **Project Team Information** – Furnish information on the Offeror team organization, including roles and home office locations of the key personnel that will be providing service to the City of Scottsdale. Clearly indicate the Project Manager who will have day-to-day responsibilities for the duration of the contract. State also the action plan for replacement of key personnel assigned to the City of Scottsdale project.
 - a. Attach resumes of the key personnel that will be assigned to these services, including education and training. Resumes should state clearly any experience specifically related to the Scope of Work (limit two [2] pages per resume).
6. **Project Approach** – Summarize, within ten (10) pages or less, the Offeror's understanding of the objectives of this Request for Proposal, as well as outlining a detailed project approach description which integrates the City's proposed Scope of Work.
7. **References** – Offeror shall provide a **MINIMUM** of three (3) recent and/or current, business references for which the Offeror has participated in projects with a similar scope and size to the project referenced herein. The reference list provided should include a **MINIMUM** of the organization name, contact name, contact phone number, contact fax number, contact email address (if available) and the size, scope, brief description and dates of the projects.
 - a. Offeror may not use the City of Scottsdale or its employees (current or previous) as a reference.
8. **Litigation** – Offeror will provide a detailed list of all litigation that relates to Broker Contracts for sponsorship brokering services or breach of contract with a value in excess of \$20,000 in which the Offeror has been involved within the past 7 years.
9. **Exceptions** - Exceptions by the Offeror, including but not limited to, exceptions to specifications, the solicitation process, and the City's Terms and Conditions (in the RFP, sample City Service Agreement) shall be disclosed in writing to the Bid & Contract Specialist specified on Page 1 of this solicitation by the Solicitation Question Due Date and Time. If no exceptions are submitted by the Offeror by the date required, the City shall understand this as Offeror's acceptance of the solicitation specifications, process and City of Scottsdale's Terms and Conditions.
10. **Pricing Proposal Forms** – Offeror must complete the pricing proposal form(s) in their entirety.
11. **Proposal Copies** – Identify and submit **one (1) unbound original** and four (4) copies of the Offeror's proposal (copies can be bound if the Offeror so desires). 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, all attachments, brochures, pamphlets, etc.). The CD shall be labeled with the solicitation number, along with the Offeror's company name.

The Offeror shall complete all sections of the solicitation in the format given (i.e. Offer Sheet, Price Sheet, and Questionnaires) in the space provided. If additional space is needed than what is given, enter "See Attachment A for detail".

**REQUEST FOR PROPOSAL #11RP001
STRATEGIC MARKETING PLAN DEVELOPMENT & IMPLEMENTATION
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.

CRITERIA FOR EVALUATION AND AWARD

The City evaluates four categories of information: responsiveness, responsibility, the technical proposal and the price proposal. 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 criteria. All offers must meet the following criteria:

- a) Responsiveness. The City will determine whether the offer complies with the instructions for submitting offers including completeness of proposal and required attachments and submissions. The City shall reject any offers that are submitted late. Failure to meet other requirements may result in rejection.
- b) Responsibility. Factors that the City may evaluate to determine "responsibility" include, but are not limited to, excessively high or low priced offers; past performance; references (including those not provided in the proposal); compliance with applicable laws, Offeror's record of performance; whether the Offeror is qualified to legally contract with the City; financial stability; and perceived ability to perform as specified. An Offeror must at all times have financial resources sufficient, in the opinion of the City, to ensure performance of the contract.
- c) Proposal. The City will determine how well the proposal meets the City's requirements in terms of response to the specifications and how well the proposal addresses the needs of the project. The City will rank offers, without consideration of price, from best to least qualified using a ranking system as an aid in conducting the evaluation. References may be considered again in this portion of the evaluation. Offerors who do not meet the requirements and/or do not rank sufficiently high in the evaluation of their proposals will not be considered for price evaluation and award.
- d) Pricing Proposal. The City will evaluate the pricing proposals of those offers that have met the requirements above.

**REQUEST FOR PROPOSAL #11RP001
STRATEGIC MARKETING PLAN DEVELOPMENT & IMPLEMENTATION
EVALUATION CRITERIA**

CRITERIA FOR EVALUATION AND AWARD – CONT'D

The evaluation system is described below and listed in order of relative importance. The elements that will be evaluated are as follows:

ELEMENT	WEIGHT %
Project Team Information, Firm & Staff Qualifications, References	40%
Project Approach	35%
Pricing Proposal – The evaluation team will evaluate the fee structure, including any discounts provided.	15%
Financial Viability, Litigation, Exceptions	10%

REQUEST FOR PROPOSAL #11RP001
STRATEGIC MARKETING PLAN DEVELOPMENT & IMPLEMENTATION
PROPOSER'S REFERENCES

The following questions are asked to enable the proposal evaluation team to assess the qualifications of Offerors under consideration for final proposal award. This information may or may not be a determining factor in award of this proposal. **Submit 2 copies of the Vendor Questionnaire/References with your submittal.**

REFERENCES:

List three customers (local presence preferred) for whom you have provided service of a similar scope as this proposal during the past eighteen months. Include the length of any contracts listed.

Customer Name: _____ Contact Name: _____

Phone # _____ Fax # _____ email _____

Customer Name: _____ Contact Name: _____

Phone # _____ Fax # _____ email _____

Customer Name: _____ Contact Name: _____

Phone # _____ Fax # _____ email _____

REQUEST FOR PROPOSAL #11RP001
STRATEGIC MARKETING PLAN DEVELOPMENT & IMPLEMENTATION
PRICING PROPOSAL FORM

Pricing to be presented in the Broker's Proposal and in whatever form chosen by the Broker, so long as it is approved by signature of the Broker as part of the proposal submission.

Fees and all commissions should be clearly identified as to which Phase they apply to – Phase 1 and Phase 2.

Details providing backup and clarification of flat fees, retainers , monthly fees, commission percentages , etc all need to be provided to allow for proper evaluation of your proposal and pricing .

Brokers are to submit pricing options with a detailed explanation to include their reasoning as to how the fee / rate was established, along with why it is the Broker understands this to be reasonable.

**REQUEST FOR PROPOSAL #11RP001
STRATEGIC MARKETING PLAN DEVELOPMENT & IMPLEMENTATION
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.

_____ Initial

**REQUEST FOR PROPOSAL #11RP001
STRATEGIC MARKETING PLAN DEVELOPMENT & IMPLEMENTATION
OFFEROR GENERAL DISCLOSURE FORM**

Litigation Information - 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.

Offeror General Disclosure form must be signed by a duly authorized officer(s) eligible to sign contract documents for the firm.

Signature: _____

Printed Name: _____

Title: _____

Dated: _____

REQUEST FOR PROPOSAL #11RP001
STRATEGIC MARKETING PLAN DEVELOPMENT & IMPLEMENTATION
PROPOSAL SIGNATURE PAGE

The undersigned 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 any written exceptions in the offer accepted by the City.

The Broker 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 Broker 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 Broker or one legal entity. The Proposal must indicate the responsible entity.

Brokers 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.

**REQUEST FOR PROPOSAL #11RP001
STRATEGIC MARKETING PLAN DEVELOPMENT & IMPLEMENTATION
W-9 TAXPAYER FORM**

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

ACORD_{tm}					DATE (MM/DD/YY)	
EXHIBIT "A" - CERTIFICATE OF INSURANCE CERTIFICATE OF LIABILITY INSURANCE						
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.			
INSURED			COMPANIES AFFORDING COVERAGE			
			COMPANY A			
			COMPANY B			
			COMPANY C			
COMPANY D						
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 ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNERS & CONTRACTORS PROT					GENERAL AGGREGATE	\$
					PRODUCTS COMP/OP AGG	\$
					PERSONAL & ADV INJURY	\$
					EACH OCCURRENCE	\$
					FIRE DAMAGE (Any one fire)	\$
					MED EXP (Any one person)	\$
					☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☐ GARAGE LIABILITY ☐ ANY AUTO ☐ EXCESS LIABILITY ☐ UMBRELLA FORM ☐ OTHER THAN UMBRELLA FORM	
BODILY INJURY (Per person))	\$					
BODILY INJURY (Per accident)	\$					
PROPERTY DAMAGE	\$					
AUTO ONLY EA ACCIDENT	\$					
OTHER THAN AUTO ONLY:	\$					
EACH ACCIDENT	\$					
AGGREGATE	\$					
EACH OCCURRENCE	\$					
AGGREGATE	\$					
WORKERS COMPENSATION AND EMPLOYER'S LIABILITY THE PROPRIETOR/ ☐ INCL PARTNERS/EXECUTIVE ☐ EXCL OFFICERS ARE:					WC STATU- TORY LIMITS	\$
					EL EACH ACCIDENT	\$
					EL DISEASE . POLICY LIMIT	\$
					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: 10RP034						
CERTIFICATE HOLDER ACORD 25-S (1/95)			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL ____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.			
AUTHORIZED REPRESENTATIVE			© ACORD CORPORATION 1988			

EXHIBIT "B" – SPONSORSHIP PROGRAM BROKER'S CONTRACT

CITY OF SCOTTSDALE SPONSORSHIP PROGRAM BROKER'S CONTRACT

This Contract between the CITY OF SCOTTSDALE, a Municipal Corporation of the State of Arizona, the "City", and _____, an Arizona corporation, "the Broker", is effective the _____ day of _____, 2009.

RECITALS

The City desires to contract with a Broker to acquire sponsorships for City community service events; and

After a Request for Proposal process, the City desires to contract for community event sponsorship Broker service; and

The Broker is qualified to render the services desired by the City.

AGREEMENT

IN CONSIDERATION of the mutual promises and obligations contained in this Contract, the parties agree as follows:

1.0 DESCRIPTION, ACCEPTANCE, DOCUMENTATION

1.1 SCOPE OF SERVICES

The Broker will act under the authority and approval of the Contract Administrator to provide the Brokering services required by this Contract.

The Broker is assigned the tasks specified in the City's Request for Proposals, RFP # 11RP001 and the Project Scope of Work and the Specifications included in that RFP.

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 Broker for timely completion of the tasks specified in Section 1.1 above.
- C. All documents, including but not limited to data compilations, studies, lists of prospective sponsors, and reports which are prepared in the performance of this Contract are to be and remain the property of the City and are to be delivered to the Contract Administrator before final payment is made to the Broker.

DESCRIPTION, ACCEPTANCE, DOCUMENTATION – CONT'D

1.3 CONTRACT

The Contract between the City and the Broker consists of this Contract, the solicitation, instructions, all terms and conditions, specifications, Scope of Work, attachments, amendments, and the Offer submitted by the Broker in response to the solicitation. In the event of a conflict in language between the contract, the solicitation documents and the submitted Offer to the solicitation by the Broker, the provisions and requirements of this Contract and the solicitation govern. However, the City reserves the right to clarify any contractual terms in writing with the concurrence of the Broker, and any written Contract Amendment governs in all other matters not affected by the Amendment.

2.0 FEES AND PAYMENTS

2.1 FEES – RETAINER / MONTHLY / FLAT

All fees for retainer, monthly or flat fees shall be as stated in Exhibit "A" and subject to approval of the Contract Administrator as to acceptability of task completion prior to any payment.

2.2 COMMISSION FEES

The amount of any Commission fees paid for services rendered and the Payment for those services will be based on the agreed commissions for services rendered and the time for payment of commission fees as stated in Exhibit "A", attached and by reference made a part of this Contract.

2.3 PAYMENT APPROVAL

Payment of Commission fees will only be approved by the Contract Administrator after the successful negotiation and signing of a sponsorship contract with an event sponsor and in accordance with the provisions of the Request for Proposal.

3.0 GENERAL TERMS AND CONDITIONS

3.1 CONTRACT ADMINISTRATOR

The Contract Administrator for the City will be _____ or designee. The Contract Administrator will oversee the performance of this Contract and act in accordance with the terms and conditions of this Contract. The Broker must submit all reports and special requests through the Contract Administrator.

3.2 TERM OF CONTRACT

The Term of the Contract is for a 1 year period. The City reserves the option of extending this Contract for a maximum of 4 additional 1 year periods, upon the recommendation of the Contract Administrator and the concurrence of the Broker and the City Council.

This Contract must be approved by the City Council of the City of Scottsdale, Arizona and signed by its Mayor and attested by the City Clerk

GENERAL TERMS AND CONDITIONS – CONT'D

If any tasks remain incomplete after the completion time period, the Contract Administrator must give written approval to continue the Contract, provided the continuation of the Contract is for no more than 3 months after the termination date.

3.3 TERMINATION OR CANCELLATION OF CONTRACT

The City may terminate this Contract or abandon any portion of the project that has not been performed by the Broker.

Termination for Convenience: The City has the right to terminate this Contract or any part of it for its sole convenience with 30 days written notice. If terminated, the Broker must immediately stop all work and will immediately cause any of its suppliers and Subcontractors to stop all work. As payment in full for services performed to the date of the termination, the Broker will receive a fee for the percentage of services actually completed. This fee will be in the amount mutually agreed upon by the Broker and the City, based on the 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 Broker's compensation will be based on this determination. The City will make this final payment within 60 days after the Broker has delivered the last of the partially completed items. The Broker will not be paid for any work done after receipt of the notice of termination or for any costs incurred by the Broker's suppliers or Subcontractors, which the Broker could reasonably have avoided.

Cancellation for Cause: The City may also cancel this Contract or any part of it with 7 days notice if the Broker defaults, or if the Broker fails to comply with any of the terms and conditions of this Contract. Unsatisfactory performance as determined by the Contract Administrator and failure to provide the City, upon request, with adequate assurances of future performance are all causes allowing the City to cancel this Contract for cause. Upon cancellation for cause, the City will not be liable to the Broker for any amount, and the Broker will be liable to the City for all damages sustained by the default which caused the cancellation.

If the Broker is in violation of any Federal, State, County or City law, regulation or ordinance, the City may cancel this Contract immediately after giving notice to the Broker.

If the City cancels this Contract or any part of the Contract services, the City will notify the Broker in writing, and upon receiving notice, the Broker must discontinue advancing the work and proceed to close all operations.

Upon cancellation, the Broker must deliver to the City any and all work product entirely or partially completed, in any format, including but not limited to written or electronic media, together with all unused materials supplied by the City. Use of incomplete data will be the City's sole responsibility.

GENERAL TERMS AND CONDITIONS – CONT'D

If the Broker fails to fulfill in a timely and proper manner its obligations, or if the Broker violates any of the terms of this Contract, the City may withhold any payments to the Broker for the purpose of setoff until the exact amount of damages due the City from the Broker is determined by a court of competent jurisdiction.

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 3.3.

3.4 FUNDS APPROPRIATION

If the City Council does not appropriate funds to continue 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 Broker at least 30 days before the end of its current fiscal period and will pay to the Broker all approved charges incurred through the end of that period.

3.5 RECORDS AND AUDIT RIGHTS

The City may audit all of the Broker's records and working documents pertaining to this work at a mutually agreeable time and place.

The Broker's records (hard copy, as well as computer readable data), and any other supporting evidence necessary to substantiate any claims related to this Contract must be open to inspection and subject to audit and reproduction by the City's authorized representative as necessary to permit evaluation and verification of the cost of the work, and any invoices, change orders, payments or claims submitted by the Broker or any of his payees. The City's authorized representative must be afforded access, at reasonable times and places, to all of the Broker's records and personnel throughout the term of this Contract and for a period of 3 years after the final payment.

The Broker must require all Subcontractors, if any, to comply with the provisions of this section by insertion of these requirements in a written contract between the Broker and payee. These requirements will apply to all Subcontractors.

If an audit discloses overcharges by the Broker to the City in excess of 1% of the total contract billings, the actual cost of the City's audit must be reimbursed to the City by the Broker. Any adjustments and payments made as a result of the audit or inspection of the Broker's invoices and records will be made within a period of time not to exceed 90 days from presentation of the City's findings to the Broker.

This audit provision includes the right to inspect personnel records as required by Section 3.22.

GENERAL TERMS AND CONDITIONS – CONT'D

3.6 OWNERSHIP OF PROJECT DOCUMENTS

All documents, including but not limited to, lists of contacts, compilations, studies, and reports in any format, including but not limited to, written or electronic media, prepared in the performance of this Contract will remain the property of the City and must be delivered to the Contract Administrator before final payment is made to the Broker.

3.7 COMPLETENESS AND ACCURACY

The Broker will be responsible for the completeness and accuracy of its work, including that of any subcontractor.

3.8 ATTORNEY'S FEES

Should either party bring any action for relief, declaratory or otherwise, arising out of this Contract, the prevailing party will be entitled to receive from the other party reasonable attorneys' fees, reasonable costs and expenses as determined by the court sitting without a jury. All these fees, costs, and expenses 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.

3.9 SUCCESSORS AND ASSIGNS

This Contract will be binding upon the Broker, its successors and assigns, including any individual or other entity with or into which the Broker may merge, consolidate, or be liquidated, or any individual or other entity to which the Broker may sell or assign its assets.

3.10 ASSIGNMENT

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

3.11 SUBCONTRACTORS

The Broker may engage any additional Subcontractors as required for the timely completion of this Contract. If the Broker subcontracts any of the work required by the Contract, the Broker remains solely responsible for fulfillment of all the terms of this Contract.

3.12 ALTERATIONS OR ADDITIONS TO SCOPE OF SERVICES

The total Scope of Work to be performed is stated in this Contract. Any services requested outside the Scope of Work are additional services. The Broker will not perform these additional services without a written Change Order approved by the City. If the Broker performs additional services without a Change Order, the Broker will not receive any additional compensation.

3.13 MODIFICATIONS

Any amendment or modification of the terms of this Contract must be in writing and will be effective only after approval of all parties to this Contract.

GENERAL TERMS AND CONDITIONS – CONT'D

3.14 CONFLICT OF INTEREST

The Broker warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Broker, to solicit or secure this Contract, and that it has not paid or agreed to pay any person or persons, other than a bona fide employee working solely for the Broker any fee, commission, percentage, brokerage fee, gifts or any consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, City will have the right to annul this Contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount of any fee, commission, percentage, brokerage fee, gift or contingent fee, together with costs and attorney's fees.

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 consultant 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).

The Broker will fully reveal in writing any financial or compensatory agreement which it has with a prospective bidder before the City's publication of documents for bidding.

3.15 FORCE MAJEURE

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

3.16 TAXES

The fee listed in this Contract includes all taxes applicable to the services authorized. The City will have no obligation to pay additional amounts for taxes of any type.

3.17 ADVERTISING

No advertising or publicity concerning the City's use of the Broker's services will be undertaken without first obtaining the written approval of the Contract Administrator.

3.18 COUNTERPARTS

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

GENERAL TERMS AND CONDITIONS – CONT'D

3.19 ENTIRE AGREEMENT

This Contract contains the entire understanding of the parties and no representations or agreements, oral or written, made before its execution will vary or modify the terms of this Contract.

3.20 ARIZONA LAW

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

3.21 EQUAL EMPLOYMENT OPPORTUNITY

The Broker will comply with Executive Order No. 11245, entitled "Equal Employment Opportunity", as amended by Executive Order No. 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60). The Broker will include the terms of this provision in all contracts and subcontracts for work performed under this Contract, including supervision and oversight.

3.22 COMPLIANCE WITH FEDERAL AND STATE LAWS

The Broker accepts 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 Broker will include the terms of this provision in all contracts and subcontracts for work performed under this Contract, including supervision and oversight.

Under the provisions of A.R.S. §41-4401, the Broker warrants to the City that the Broker and all its Subcontractors will comply with all Federal Immigration laws and regulations that relate to their employees and that the Broker 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 Broker or any of its Subcontractors will be considered a material breach of this Contract and may subject the Broker 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 Broker or any Subcontractor who works on this Contract to ensure that the Broker or any Subcontractor is complying with the warranty given above.

The City may conduct random verification of the employment records of the Broker and any of its Subcontractors to ensure compliance with this warranty. The Broker 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 Broker or any of its Subcontractors in material breach of this Contract if the Broker 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.

GENERAL TERMS AND CONDITIONS – CONT'D

The provisions of this Article must be included in any contract the Broker 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 Broker will take appropriate steps to assure that all Subcontractors comply with the requirements of the E-Verify Program. The Broker'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.

3.23 COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

Broker acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Broker will provide the services specified in this Contract in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Broker agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Broker, its employees, agents or assigns will constitute a material breach of this Contract.

3.24 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).

3.25 VALUATION OF BROKER'S PERFORMANCE

The Broker will be evaluated regarding its performance of this Contract. This evaluation will include, but not be limited to, the following consideration for:

- Organization
- Extent of contracts in relevant businesses and industries
- Working relationship with City staff and others
- Availability
- Communication skills (meetings, correspondence, etc.)

This evaluation will be prepared by the city staff and used to evaluate the desirability to proceed with negotiations to extend the Contract or for additional services.

3.26 NOTICES

All notices or demands required by this Contract must be given to the other party in writing, delivered by hand or by registered or certified mail at the addresses stated below, or to any other address the parties may substitute by giving written notice as required by this section.

On behalf of the Broker:

GENERAL TERMS AND CONDITIONS – CONT'D

On behalf of the City:

If hand delivered, Notices are received on the date delivered. If delivered by certified or registered mail, Notices are received on the date indicated on the receipt. Notice by facsimile or electronic mail is not adequate notice.

3.27 INDEPENDENT CONTRACTOR

The services the Broker provides 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.

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.

3.28 INELIGIBLE BIDDER

The preparer of bid 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.

3.29 CONTRACT CHANGE ORDER

The City may, at any time as the need arises, order changes within the scope of the work without invalidating this Agreement.

The City, also may at any time, by issuing a written Change Order from the Contract Administrator, make changes in the details of the work not affecting price. The Broker must proceed with the performance of any changes in the work so requested unless the Broker believes that any written request entitles him to a change in price, in which event Broker must give City written notice within 5 days after the receipt of the Contract Administrator's written Change Request. The Broker will not execute any changes pending resolution as to the applicability of a formal Change Order as described below. If Broker performs work authorized under a written Change Order and subsequently claims a price change, the City will not be obligated to the price.

Broker may initiate changes in the work by completing a Change Order and submitting it to the Contract Administrator. Any Change Order submitted by the Broker will be submitted within 5 days of identifying the subject of the request. The City Contract Administrator and the Broker will assess the need to include the change in the Scope of Work. If the change is approved and does not affect price the Change Request will be processed as outlined in the paragraph above.

Change Orders determined to require additional monies will not be included in the project unless City approves an increase in price.

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

3.30 INDEMNIFICATION

To the fullest extent permitted by law, the Broker must defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees against all allegations, demands, suits, actions, claims, damages, losses, expenses, attorney fees, court costs, cost of appellate proceedings, and all claim adjusting and handling expense arising out of any negligent or intentional acts, actions, errors, or omissions caused in whole or in part by the Broker. The Broker is defined as the Contractor, its successors, assigns and guarantors, any Subcontractor or anyone directly or indirectly employed by the Broker or Subcontractor or anyone for whose acts the Broker or Subcontractor may be liable and any injury or damages claimed by any of the Broker's and Subcontractor's employees.

Insurance provisions in this Contract are separate and independent from the indemnity provisions of this section and will not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this section must not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

4.0 INSURANCE

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

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

4.1 Insurance Representations and Requirements

- A. General: The Broker agrees to comply with all applicable City ordinances and state and federal laws and regulations.

Without limiting any obligations or liabilities of the Broker, the Broker must purchase and maintain, at its own expense, the required minimum insurance with insurance companies duly licensed or approved to conduct business in the State of Arizona and with an A.M. Best's rating of B++6 or above with policies and forms satisfactory to City. Failure to maintain insurance as required may result in cancellation of this Contract at the City's option.

INSURANCE – CONT'D

- B. No Representation of Coverage Adequacy: By requiring insurance, City does not represent that coverage and limits will be adequate to protect the Broker. The City reserves the right to review any and all of the insurance policies and endorsements cited in this Contract but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements in this Contract or failure to identify any insurance deficiency will not relieve the Broker from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Contract.
- C. Coverage Term: The Broker must maintain all required insurance in full force and effect until all work or services are satisfactorily performed and accepted by the City of Scottsdale, unless specified otherwise in this Contract.
- D. Claims Made: If any required insurance policies are written on a “claims made” basis, coverage must extend for 3 years past completion and acceptance of the work or service. The Broker must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for the 3 year period.
- E. Policy Deductibles and or Self Insured Retentions: The required policies may provide coverage which contain deductibles or self-insured retention amounts. The Broker is solely responsible for any deductible or self-insured retention amount and the City, at its option, may require the Broker to secure payment of the deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.
- F. Use of Subcontractors: If any work is subcontracted in any way, the Broker must execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the Broker in this Contract. The Broker is responsible for executing the Contract with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.
- G. Evidence of Insurance: Before commencing any work or services under this Contract, the Broker must furnish the Contract Administrator with Certificate(s) of Insurance, or formal endorsements issued by the Broker’s insurer(s) as evidence that policies are placed with acceptable insurers and provide the required coverages, conditions, and limits of coverage and that the coverage and provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Contract. If any of the required policies expire during the life of this Contract, the Broker’s must forward renewal Certificates to the City within 10 days after the renewal date containing all the necessary insurance provisions.

Certificates shall specifically cite the following provisions:

1. The City of Scottsdale, its agents, representatives, officers, directors, officials and employees are named as 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. The Broker's insurance must be primary insurance for all performance of work under this Contract.
3. All policies, except Professional Liability insurance if applicable, waive rights of recovery (subrogation) against the City, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by the Broker under this Contract.
4. Certificate must cite a 30-day advance notice of cancellation provision. In the ACORD Certificate of Insurance, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" must be deleted. Certificate forms other than the ACORD form must have similar restrictive language deleted.

4.2 Required Coverage

- A. Commercial General Liability: The Broker 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, and personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this section, the Excess insurance must be "follow form" equal or broader in coverage scope than the underlying insurance.
- B. Vehicle Liability: The Broker must maintain Business Automobile Liability insurance with a limit of \$1,000,000 each accident on the Broker's owned, hired, and non-owned vehicles assigned to or used in the performance of the Broker'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 the underlying insurance.

INSURANCE – CONT'D

- C. Workers Compensation Insurance: The Broker must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of the Broker'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.

8.0 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 the term or provision will be considered to be deleted.

6.2 AUTHORITY

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

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

Before any contract payment will be made, the attached I.R.S. Form **must** be completed and submitted to the following address:

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

The City of Scottsdale by its Mayor and City Clerk has subscribed their names this ____ day of _____, 2009.

CITY OF SCOTTSDALE

ATTEST:

J. W. "Jim" Lane
Mayor

Carolyn Jagger
City Clerk

BROKER:

By: _____

Its: _____

ECONOMIC VITALITY

Pauline Hecker
Risk Management

APPROVED AS TO FORM:
Office of the City Attorney

Contract Administrator

Clifford J. Frey
Sr. Assist. City Attorney

EXHIBIT "C" - FORM OF SPONSORSHIP CONTRACT

Exhibit C

CONTRACT NO. 20____-____-COS

CITY EVENT SPONSOR AGREEMENT

THIS CITY EVENT SPONSOR AGREEMENT (the "Agreement") is made this ____ day of _____, 20____ by and between _____, a _____ ("Sponsor") and CITY OF SCOTTSDALE, an Arizona municipal corporation ("City").

RECITALS

- A. City is the producer of a certain community event ("Event") known as _____.
- B. Sponsor desires to sponsor the Event.

NOW, THEREFORE, in consideration of the foregoing and good and valuable consideration received, the parties agree as follows:

- 1. Term. This Agreement is effective until the _____ (____) annual anniversary of this Agreement. *[Note: Need extension or early termination rights? See 8.]*
- 2. Sponsorship Fee. No later than _____ of each year of this Agreement, Sponsor shall pay to City the amount of \$ _____ (\$ _____) (the "Sponsorship Fee").
- 3. Event Requirements. City shall cause the Event to comply with all of the following requirements each year of this Agreement:
 - 3.1 The Event shall be held within the corporate limits of the City of Scottsdale.
 - 3.2 The Event shall be open to the public.
 - 3.3 The Event shall be held between _____ and _____.
 - 3.4 The Event shall be of approximately the same scale, size, and type and quality of attractions, as were provided by the Event when it was last held prior to the date of this Agreement.
- 4. Sponsor Benefits. During the term of this Agreement, City shall acknowledge the community support represented by Sponsor's payment of the Sponsorship Fee as follows:
 - 4.1 The Event shall be known as the "_____".

- 4.2 Publicity and advertising for the event shall acknowledge Sponsor's support and utilize (where appropriate in City's discretion) Sponsor's event sponsorship logo attached hereto as **Exhibit "A"**.
- 4.3 City shall provide a minimum of _____ square feet of reasonably prominent exhibit space at the Event to be used by Sponsor for the purpose of promoting Sponsor and its own products and services. Sponsor shall execute such vendor contracts or other contracts as City may require related to sponsor's physical presence at the Event.
- 4.4 _____.
- 4.5 _____.
5. Sponsor's Marketing. Sponsor's marketing with respect to the Event shall be limited as follows:
- 5.1 Sponsor shall only market in connection with the Event the following products and services:
- 5.1.1 _____.
- 5.1.2 _____.
- 5.1.3 _____.
- 5.2 If Sponsor begins to sell or offer or becomes otherwise affiliated with any of the following during the term of this Agreement, then Sponsor shall immediately so inform City and City shall have the right to terminate this Agreement:
- 5.2.1 Adult entertainment or media.
- 5.2.2 Alcohol or tobacco.
- 5.2.3 Pawn shops, check cashing, tattoo, massage.
- 5.2.4 _____.
- 5.2.5 _____.
6. Indemnification. To the fullest extent permitted by law, Sponsor, its successors, assigns and guarantors, shall defend, indemnify and hold harmless City, 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 Sponsor relating to the Event, and any work or services in the performance of this

Agreement including, but not limited to, any subcontractors, suppliers or others connected with the Event 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 Sponsor's or such other persons, customers or employees.

7. Insurance. Sponsor shall purchase and maintain during the event and during all setup and takedown of the Event insurance with coverage and limits as follows:

7.1 The following coverages are required:

7.1.1 Commercial/Business Automobile Liability insurance with a limit of not less than \$1,000,000, each accident with respect to the Sponsor owned, hired, and non-owned vehicles.

7.1.2 Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Sponsor's employees; and Employers' Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit. In case any work is subcontracted, Sponsor will require the subcontractor to provide Workers Compensation [and Employers' Liability??] to at least the same extent as required of Sponsor. *[Note: How about contractors other than subcontractors? And how about other types of insurance?]*

7.1.3 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.

7.1.4 The required general liability insurance shall also include coverage for products/completed operations, premises operations, personal injury and blanket contractual liability, including the liability assumed in indemnifications provisions of this Agreement, and liquor legal liability should liquor be sold [, all?] with a limit of not less than \$5,000,000 for each occurrence.

7.2 For all insurance policies except Workers Compensation, the City shall be named as additional insured.

7.3 Sponsor shall purchase and maintain all insurance required from insurance companies licensed or qualified unlicensed in the State of Arizona and shall provide City, prior to the Event, Certificates of Insurance as evidence that the required insurance coverages and limits are in full force and effect.

8. Termination. City may, without further obligation, terminate this Agreement for convenience or cause, upon giving Sponsor ten (10) days written notice.
9. Miscellaneous. The following additional provisions apply:
 - 9.1 Assignment. Sponsor's obligations and rights hereunder shall not be assigned or delegated, in whole or in part, without City's prior written consent.
 - 9.2 Cancellation. This Agreement is subject to cancellation pursuant to the provisions of ARS Section 38-511.
 - 9.3 Modifications. Any amendment or modification from the terms of the Agreement shall be in writing and shall be effective only upon approval of all parties signing the original agreement.
 - 9.4 Severability. If any term or provision of this Agreement shall be found to be illegal or unenforceable, the remainder of this Agreement shall remain in full force and effect, and such term or provision shall be deemed to be deleted.
 - 9.5 Attorney's Fees. If any party brings any action for any relief, declaratory or otherwise, arising out of this Agreement, the prevailing party shall be entitled to receive from the non-prevailing party reasonable attorney's fees, costs, and expenses, determined by a court sitting without a jury, which shall be deemed to have accrued on the commencement of such action.
 - 9.6 Authority. The person executing this Agreement on behalf of Sponsor warrants and represents to have full power and authority to enter into and perform this Agreement on behalf of Sponsor.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names as of the date first stated above.

SPONSOR: _____,
a _____

By: _____

Its. _____

OPERATOR: CITY OF SCOTTSDALE,
an Arizona municipal corporation

By: _____
W. J. "Jim" Lane, Mayor

ATTEST:

Carolyn Jagger, City Clerk

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

By: _____

_____, Risk Management Director

TABLE OF EXHIBITS

Exhibit	Paragraph	Description
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[Note: This page is not part of the Agreement.]