



Salt Lake City Corporation

Request for Proposal, RFP No. SLCIRFP17017

CULTURAL CORE ACTION PLAN IMPLEMENTATION MANAGER

OFFICE OF THE MAYOR

Specification No. MA072, Contract No. 08-1-17-9279, Rev. February 13, 2017/gn

INFORMATION & REQUIREMENTS

I. OBJECTIVE

Salt Lake City Corporation ("City") and Salt Lake County ("County") are jointly soliciting competitive sealed proposals from qualified organizations and individuals for the development, implementation, and operation of a management plan that meets the goals and objectives of the Cultural Core Action Plan, a plan jointly sponsored and developed by the City and the County. The goal of the 5-year Cultural Core Action Plan is to support and promote arts and cultural activities in a defined area of downtown Salt Lake City to further enhance the area as a cultural core. The intent of the City and the County is to select and enter into an agreement with an experienced, highly qualified individual or organization to develop, implement and operate a creative and effective management plan to meet the goals and objectives of the Cultural Core Action Plan. The resulting agreement will have a five (5) year term.

II. BACKGROUND

A. THE CULTURAL CORE ACTION PLAN

The City and the County recognize the importance of having a vibrant, identifiable, and distinct arts and cultural center to enhance the quality of life and economic vitality of Salt Lake City and Salt Lake County. To further enhance the quality and scope of the local arts and cultural environment the City and the County jointly agreed to participate in providing funding for the marketing, branding, development and improvement of arts and cultural activities in a certain area of downtown Salt Lake City as a cultural core ("Cultural Core").

In 2010, the City and the County entered into an intergovernmental agreement ("Interlocal Agreement") establishing a sales-tax based revenue sharing funding mechanism that may invest up to \$10 million over a 20 year period in Salt Lake's downtown Cultural Core area. Following execution of the Interlocal Agreement and the [partnership](#) (control click on "[partnership](#)" to access the Interlocal Agreement) it created, a series of [Community Conversations](#) (control click on "[Community Conversations](#)" to access the Final Report) were sponsored that elicited significant input on the allocation of generated funds to develop new audiences and achieve a vital and vibrant downtown. In April of 2016, a team of national and

local consultants was hired to further develop the areas of investment identified by the Community Conversations and a 5-year Cultural Core Action Plan was produced to accomplish the goal of developing and enhancing arts and cultural activities in downtown Salt Lake City as a Cultural Core. The Cultural Core Action Plan is both a long-term master plan and a five-year action plan for implementation of the Cultural Core. The general areas of investment in the Action Plan include:

- Creative placemaking (i.e., the use of arts and culture to shape the physical, social, and economic future of communities) to strengthen the identity of the Cultural Core by enhancing physical and visual connections between venues, installing temporary and permanent installations, and using other physical or virtual techniques.
- Marketing and promotional initiatives to build the region's cultural brand and deliver actionable information to local residents and visitors.
- Developing audiences, starting within a 75 minute drive time radius from the Cultural Core, to further strengthen the desire to participate in arts and cultural activities in current audiences, and to reach out to less often involved populations with targeted marketing and community engagement.

The Cultural Core focus area in downtown Salt Lake is bounded by 600 West, 400 East, North Temple, and 400 South.

A six member committee ("Budget Committee") established by the City and the County will be charged with the review and prioritization of proposed expenditures and the budgeting for program support. The City and the County will each have three (3) representatives on the Budget Committee. Recommendations of the Budget Committee will be annually adopted by majority vote and transmitted to the Mayors and Councils of the City and County for final approval. Expenditure of the City's and County's portion of the incremental sales tax will be reviewed and may be made by approval of a budget appropriation by the respective entity upon receipt of a favorable recommendation of the Budget Committee.

Designated City and County staff as well as the Budget Committee will have direct oversight over the project and will be involved in the implementation of the Cultural Core Action Plan and managing the project and budget. Under the guidance of City and County staff, along with the Budget Committee, the successful offeror will implement and manage the Action Plan project to achieve the shared vision of creating a significantly stronger and more vital downtown by attracting expanded local and out-of-state audiences to engage in the Capital City's artistic, cultural and creative experience.

Offerors' proposals must address and be responsive to recommendations and requirements stated in the Action Plan and this RFP. The RFP process is not intended to limit a proposal's content or creativity. Offerors are encouraged to provide examples of past work that showcase innovative ideas and concepts that reflect this work, and to propose innovative ideas and concepts for the implementation of the Action Plan.

The **Cultural Core Action Plan** (including historical information about the planning process) is available at www.slcgov.com/cultural-core.

B. MANAGEMENT

The work to be performed by the successful offeror will generally consist of implementation of the Action Plan and the offeror's proposed Cultural Core management plan ("Cultural Core Management Plan"), and working with the Budget Committee in its ongoing responsibility to manage the funds to implement programs that focus on creative place-making, marketing and promotion, and audience development of the Cultural Core. The successful offeror will work under direction of City and County staff, and the Budget Committee to develop project budgets for approval by both the City and County governments.

Qualified and effective management is critical to meeting the goals and objectives of the Cultural Core Action Plan. In addition to experience in the key elements of the Action Plan (creative placemaking, audience development and marketing), the selected offeror must have demonstrated skills in building partnerships among various stakeholders, cultivating relationships with City and County staff and elected officials, and general community engagement including diverse and underserved communities. Background and experience in grant-writing and fund development, curating innovative and high visibility arts projects, commissioning public art and envisioning options for creative placemaking is highly desirable. As these are a varied and complex set of demands it is highly recommended that an Artistic Advisory Committee be created to support the selected offeror in implementing the Cultural Core Plan. An Artistic Advisory Committee should be composed of members whose priority is the successful implementation of the Core as a whole and who think beyond the parochial interests of their particular discipline or institution. Members should include, among others, arts representatives who are knowledgeable about Salt Lake's arts community and national and international arts trends, City and County staff who reflect diverse populations, and persons who are well-informed about targeted audience segments. It is recommended that the selected offeror have a dedicated Artistic/Executive Director responsible for overall management and decisions regarding creative placemaking and marketing. Offerors should also provide a person to be responsible for community engagement activities and supporting programming and events.

The selected offeror will launch one or more projects to provide a quick start-up to the Action Plan implementation process. Starting points for creative placemaking include creating a visual aesthetic for the Cultural Core, highly visible launch projects (temporary public art, interactive art installations, a free expression zone, etc.), promotion of family- and child-centered programming, and expansion of Visit Salt Lake's current Connect Pass program to include more arts activities. Starting points for marketing include establishing the brand and brand toolkit for the Cultural Core, developing a dedicated website (drawing on <http://www.nowplayingutah.com>), and launching a promotional campaign. In addition, the successful offeror will be responsible for the management of day to day operations, management of annual budgets, as well as obtaining City and County budget reauthorization and budget approvals, and supporting work for each area of the Action Plan.

C. BUDGET & SUPPLEMENTAL FUNDING OPPORTUNITIES

The selected offeror will base its operating budget on annual City and County appropriations derived from sales tax revenues created by the Interlocal Agreement, a total of \$500,000 per year. The respective Councils of the City and the County will meet on an annual basis to appropriate and approve the expenditure of funds. As funds are approved the selected offeror

may request the Budget Committee to draw on accumulated sales tax funds to finance launch programs and start-up costs. The total available amount for the first year budget is \$765,000. The award of additional funds over the set budget amount of \$500,000 will require approval by the City and County.

The selected offeror will be encouraged to and should seek opportunities to supplement this funding with grants from sources outside Salt Lake City and Salt Lake County such as national funders interested in creative placemaking. Sponsorship support and underwriting can also be sought from local developers, corporations and individuals. The selected offeror may also pursue partnerships with local agencies such as City, County, and state public art programs, and the Redevelopment Agency. However, it is recommended that the selected offeror focus its attention on funding that increases arts and cultural dollars and does not compete for funding with Salt Lake's arts and cultural organizations.

Cultural Core resources are not intended to be a new project grant program as there are already City and County grant programs that fund activities in the Cultural Core. Rather, the resources will be used to promote the Core as a whole and provide opportunities for collaborative activities that leverage the region's creative capacities. Organizations and programs that receive funding from the County's Zoo, Arts and Parks program will not be eligible for direct funding from the Core budget for existing programs. New collaborative initiatives and activities would be eligible provided those initiatives meet the strategic objectives for the Cultural Core. Additionally no expenditure of incremental sales taxes for the benefit of a cultural facility will be approved unless the cultural facility project is publicly owned and is consistent with and has been approved pursuant to the process adopted by the County or the City, as the case may be, and upon approval of the funding by the legislative body of each respective entity.

NOTE: If you experience problems accessing the Cultural Core Action Plan at www.slcgov.com/cultural-core contact the City's designated contact person listed under Section VI below.

III. INSURANCE REQUIREMENTS

Offerors should review the required insurance coverage and notice of policy cancellation requirements that will be part of the resulting contract(s). Such insurance information is provided under Paragraph 5 of the Sample Agreement. Proposed pricing must include associated insurance costs. The selected offeror will be required to provide insurance certificates meeting all requirements at the time of notification of conditional selection.

For policies in Paragraph 5 that require you to list Salt Lake City Corporation as an additional insured, you will be required to have the policy endorsed to provide either 30-days "Notice of Cancellation to a Third Party" or 30-days "Notice of Material Change to a Third Party." A copy of the endorsement must be provided with the Certificate of Insurance. (Note: Either endorsement may be conditioned to allow 10-days notice if the reason for the cancellation is non-payment of premiums)

IV. PROPOSAL SUBMISSION

- ❑ Sign and return the **Proposal Response Cover Sheet** (*ATTACHMENT 1*). The form must be signed by a company representative authorized to bind the offeror contractually.
- ❑ Submit all required information as outlined in the **Proposal Content & Evaluation Criteria** section of *ATTACHMENT 1*.
- ❑ Submit **original proposal and one (1) proposal copy (2 hard copies) and one (1) CD or flash drive with the entire proposal response combined into one electronic document, preferably a PDF file (only one document shall be on the CD/Flash drive)**. Submission shall be in a sealed envelope or other sealed container. Offerors must make sure that the document on the CD/Flash drive can be opened so that the Procurement Official will be able to download and save the document.
- ❑ Mark envelope or container with RFP Number and submission deadline date.
- ❑ Submission Deadline: **3:00 pm, Tuesday, March 21, 2017**. Proposals received after the 3:00 pm deadline will be placed in the file unopened and will not be considered.
- ❑ Submit to the address shown on the **Proposal Response Cover Sheet** (*ATTACHMENT 1*).

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

Even after an offeror is selected for award, no information regarding the proposals will be made public until contract negotiations have been completed and a formal contract has been awarded. When the formal contract has been awarded, the name of the company awarded the contract will be listed in SciQuest on the Utah Public Procurement Place website (UPPP) website at:

<https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfUtah>

V. REGISTER FOR NOTIFICATION OF RFP OR BID ADDENDA

It is the bidder/offeror's responsibility to register for notification to receive any changes, corrections, question/answer documents, and addendums issued for RFB (bid) or RFP (proposal) documents.

To receive notification of question/answer information and addendums added to a current Bid or RFP the bidder/offeror must complete a one-time registration by providing their company information through SciQuest. Click this link: [Supplier Login/Join SciQuest Supplier Network](#) or go to <https://solutions.sciquest.com/apps/Router/SupplierLogin?CustOrg=StateOfUtah>.

Once registered the bidder/offeror may go to this link: [Utah Public Procurement Place](#) (UPPP) or <https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfUtah>, search and select any Bid or RFP project listed, log-in, download the project documents, and confirm their intent to respond. Failure to register and log-in with an intent to respond to a Bid or RFP

constitutes an automatic waiver of bidder's/offeror's right to receive a direct notification of any changes, corrections or addenda for a Bid or RFP.

VI. QUESTIONS AND CLARIFICATION

If offerors have questions, need clarification of provisions, or think the City has omitted anything from this bid request which is necessary to a clear understanding of the work, or should it appear that various instructions are in conflict, then the offeror shall contact and provide the questions or input to the Purchasing & Contracts Management Division in writing by the deadline for questions set forth below.

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

No interpretation of the meaning of any provision in this RFP, nor correction of any apparent ambiguity, inconsistency, error, or any other matter pertaining to this RFP shall be made to the offeror orally. All questions requesting clarification or interpretation of any section or sections of this specification must be submitted on-line through the SciQuest Utah Public Procurement Place website (UPPP) prior **to 3:00 pm, Friday, March 10, 2017**. SciQuest website links are shown in Section V above.

Questions received after the date above may not be considered or receive a response. If questions prompt the need for changes to the specification, the City will issue a written addendum to the original specification. Any Q & A information and/or written addendums issued by the City shall be available for interested offerors to view and/or download through the SciQuest UPPP website within three (3) working days following the above referenced deadline.

Offerors or their agents are instructed not to contact selection committee members, City official or employees, or attempt to externally manipulate or influence the procurement process in any way, other than through the instructions contained herein, from the date of release of this RFP to the date of execution of the Agreement resulting from this solicitation. City, in its sole discretion, may disqualify Offerors who violate this Paragraph.

ATTACHMENT 1

Proposal Response Cover Sheet RFP No. SLCIRFP17017 PROPOSAL FOR CULTURAL CORE ACTION PLAN IMPLEMENTATION MANAGER



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

For express courier or hand delivery, use:
Salt Lake City Corporation
Chief Procurement Officer
Purchasing & Contracts Division
451 South State Street - Room 235
Salt Lake City, Utah 84111

The undersigned, having carefully read and considered the Request for Proposal to provide Cultural Core Action Plan Implementation and Management for the Office of the Mayor, does hereby offer to perform such services on behalf of the City in the manner described and subject to the terms and conditions set forth in the attached proposal. Services will be performed at the rates set forth in said proposal. By signing and submitting this proposal, Offeror acknowledges that it has viewed all materials in SciQuest for this solicitation, including any addenda to this RFP.

OFFEROR

Company Name: _____

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

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

PRINCIPAL OFFICE ADDRESS:

Street Address _____

City _____ County _____

State _____ Zip Code _____

Telephone (____) _____ FAX (____) _____

Email Address _____

TAXPAYER IDENTIFICATION NUMBER:

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

**ALL PROPOSALS MUST INCLUDE THIS COVER SHEET & THE PROPOSAL
CONTENT & EVALUATION REQUIREMENTS LISTED ON THE NEXT 6 PAGES**

PROPOSAL CONTENT & EVALUATION CRITERIA

CULTURAL CORE ACTION PLAN IMPLEMENTATION MANAGER

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

I. QUALIFICATIONS

- A. Provide a detailed statement of the firm's or individual's experience and qualifications to meet the requirements of the City and County as outlined herein. Include a general overview and history of your company or yourself, number of years in business, number of employees, corporate headquarters location, type of business, names of the firm's chief officers (include an organizational chart if available), and where you do business. Offerors may include an annual report or statement of finances, if available, but it shall not substitute for the written narrative requested for this item.
- B. Identify proposed management and staff members who would be involved in providing the services requested herein. Submit statements or resumes detailing the director's and staff member's qualifications including education, level of training, and detailed descriptions of their involvement with projects of similar or identical scopes. Include a description of the percentage of time that proposed staff will devote to the Action Plan management services. At a minimum describe the basic responsibilities of the:
1. Cultural Core executive/artistic director. The City's and County's preference is a full time executive/artistic director, however, if a full-time director is not proposed describe in detail how the director would manage and provide direction to meet the vision and goals of the Cultural Core Plan.
 2. Person(s) responsible for community engagement activities and supporting programming and events.
 3. Other staff members.

If applicable, identify any of the work you intend to subcontract to others and identify the proposed subcontractors including names, specific assignments, and the qualifications of the subcontracting firm and its key personnel.

- C. Provide examples of your company's experience in establishing advisory committees. Describe the effectiveness of the committees including their accomplishments.
- D. Detail your firm's or your experience in providing the services requested herein for similar customers of similar size, with dates of performance and/or completion, customer name, contact person, and telephone number(s). By providing such references you agree that neither the City nor the clients referenced shall have any liability regarding the provision of such references or the City's use of such references in making selections under this request for proposal.

- E. Identity and describe in detail any involvement with a program, business, contract, or other obligation that may impact or conflict with the provision of Core Action Plan management services.
- F. Are you or your company currently involved in arbitration or litigation for any reason? If so, please elaborate.
- G. Have you or your company, or any of your proposed sub-contractors, ever filed for reorganization or bankruptcy? If so, please provide dates and resolution.
- H. In addition to the information and qualifications specified above, identify any special knowledge or skills provided by you or your firm that may be related or helpful to the services requested herein.

II. PROPOSED APPROACH TO PROJECT

Based on the Cultural Core Action Plan and the information provided in this RFP each offeror is to propose a comprehensive plan to achieve the goals and objectives of the City and the County for the Cultural Core.

- A. Provide a statement of your understanding of the purpose and goals of the 5-year Cultural Core Action Plan and an overview of your proposed plan to meet the goals and objectives of the Cultural Core Action Plan.
- B. Provide a work plan outlining the methodologies and required tasks necessary for developing and implementing the 5-Year Cultural Core Action Plan in keeping with the goals, objectives and recommendations identified in the Cultural Core Action Plan and this RFP. Provide timelines and key milestones for proposed Action Plan projects and activities.
 - 1. Submit a detailed work plan for the first year implementation and operation of a proposed “Cultural Core Management Plan” including tentative schedules for completing the proposed work. Identify one or more highly visible, creative launch projects that will provide an immediate and noteworthy start-up to Cultural Core Action Plan activities and that will engage the public’s and art community’s attention and interest.
 - 2. Submit concepts and work plans for the remaining four years of the 5-Year Action Plan including tentative schedules for completing the proposed work.
- C. Identify facilities, services and other support systems the offeror proposes to provide.
- D. Identify plans and actions to supplement City and County Cultural Core Action Plan funding with grants and underwriting from sources outside Salt Lake City such as national funders interested in creative placemaking. Describe plans for developing partnerships with local corporations, developers, individuals, local agencies.

- E. Program Evaluation. Given that the primary goal of the Cultural Core Action Plan is developing and enhancing arts and cultural activities in downtown Salt Lake City as a Cultural Core to enhance the quality of life and economic vitality of Salt Lake City and Salt Lake County, provide a description of the measurements you or your organization will use to measure the effectiveness of the Cultural Core Area operations in achieving these purposes and objectives of the goal.
- F. Identify the major risks associated with this project. For each risk, identify those activities which can be undertaken to reduce, mitigate or eliminate the risk. Identify the associated responsibilities. Ensure that these activities are reflected in your project and management plans.
- G. Identify and/or recommend, in addition to the specific service proposals specified above, any additional or innovative services and products provided by your firm that may be related to or helpful to a comprehensive Cultural Core Action Plan implementation and management program. If there is a better way for the City to package or define the services requested herein in order to obtain better use of funds and/or better management service by making it easier for the selected offeror, please describe what modifications would be necessary to achieve better use of funds and/or better management service.

III. PROPOSED FEES

Proposed fees must include all costs associated with the performance of the services specified, including materials, supervision, labor, insurance, transportation, delivery, fuel or other surcharges, demurrage, and related costs. Charges not listed in the RFP response may not be allowed. All prices and fees must be in U.S. dollars.

The annual set budget for all costs associated with providing services under the resulting agreement is \$500,000. Additional funds may be awarded from incremental sales tax funds already collected by the City and by the County. The first year total budget of \$765,000 (\$382,500 funded by the City and \$382,500 by the County) has been appropriated and approved by the respective Councils of the City and the County. The second year budget may be up to a total of approximately \$917,000, subject to budget appropriation and approval for expenditure of funds by the City Council and the County Council.

Proposed annual budgets for the first two years should be based on the annual budgets stated above and on the offeror’s proposed management plan. Total annual administration costs are not to exceed \$215,000 or 43% of the overall budget, whichever is the lesser amount. Budget outlines do not need to match what is recommended in the Cultural Core Action Plan.

In the tables and spaces below describe how funds would be allocated. Add additional rows as needed.

- A. Describe all direct expenses in the table below (e.g., salaries, benefits, payroll taxes, office expenses, etc.):

Administration Costs - Direct Expenses	Year 1	Year 2
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
TOTAL	\$	\$

B. Provide proposed hourly rates for management and staff including number of work hours per week in the table below:

Management/ Staff Hourly Rates (Provide name and/or title)	# hours per week	Year 1	Year 2
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$

C. List and describe any other non-program costs not identified in paragraphs A and B above, in the space below:

D. List proposed costs for first-year program operations in the table below:

Year 1: List major program components and cost for each component.	Cost
	\$
	\$
	\$
	\$
	\$
	\$
TOTAL	\$

IV. OTHER REQUIRED INFORMATION

- A. Exceptions. If you have any exceptions to any of the terms, conditions, or requirements of this Request for Proposal or the attached Sample Agreement they must be identified and included as specified in **Section V of Attachment 2, General Proposal Instructions & Information.** However, any exceptions submitted may render the submission as **non-responsive to the requirements listed.** Include a response to this item stating whether you have, or have not, included any exceptions.
- B. Interest in sustainability, recycling, and other environmental matters. The City has an interest in doing business with suppliers that have implemented formal sustainability plans and have operations with minimal adverse impact on the environment. Please state whether your firm has a formal sustainability plan, program or policy and, if so, please attach a copy to your proposal. Any sustainability plan, program or policy should address recycling, re-use of materials, and reduction of waste. Please describe any environmentally-friendly measures such as alternative fuel vehicles, recycling measures, and energy reduction measures used by your firm in its operations.
- C. Electronic payment. The City is encouraging offerors to accept electronic payments using a process whereby vendors can receive payments and remittance advices electronically. Please provide information relating to: (1) your ability to accept electronic payments and remittance advices; (2) your policy, if any, regarding electronic payments; and (3) your discount, if any, for electronic payments.
- D. City Ethics Requirement. **Include the following two paragraphs in your proposal and then add your own written acknowledgement that you have read the paragraphs and agree to comply with their terms.**

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

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

- E. Suppliers are hereby informed of the City's requirement to comply with [Utah Code Title 63G Chapter 12](#), which requires a contractor to register and participate in the [federal Status Verification System](#) to enter into a contract for services with a Utah public agency. Please state whether your firm is registered and participating in the federal Status Verification System to verify the work eligibility status of new employees that are, or will be, employed and performing work in Utah. If your firm is not currently registered and participating in the federal Status Verification System, describe how you will meet this requirement if your firm is selected for a conditional selection from this solicitation.
- F. Value-Based Procurement. The City has determined that it obtains better value from contracted services when certain practices enhance a Contractor's or Consultant's work environment. Some consideration will be incorporated into the scoring of proposals for the following criteria. Please respond to the following:
1. Has your company adopted a written policy stating that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or sexual orientation?
 2. Has your company conducted an apprenticeship during the twelve (12) months prior to submitting this offer that is consistent with the requirements of Utah Code Title 35A, Chapter 6 and the requirements of the U.S. Department of Labor Bureau of Apprenticeship and Training?
 3. Has your company adopted and implemented a written company policy creating a drug-testing program for pre-employment, and for testing based on "cause," consistent with the requirements stated in Utah Code Title 34, Chapter 38 (private employees), Title 34, Chapter 41 (local government), or Title 67, Chapter 19 (state)?
 4. Does offeror have a fixed office or distribution point within Salt Lake City boundaries, (ii) possess a Salt Lake City business license stating a Salt Lake City address, (iii) employ no more than thirty (30) full-time employees (meaning employees working at least forty (40) hours per week for fifty (50) weeks per year), and (iv) have annual gross revenues not in excess of \$1 million (must meet all four requirements to respond "yes")?

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

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

ATTACHMENT 2

General Proposal Instructions & Information



An electronic version of this document including all attachments and exhibits is available for download from the SciQuest Utah Public Procurement Place (UPPP) website at: <https://bids.sciquest.com/apps/Router/PublicEvent?CustomerOrg=StateOfUtah>

I. AWARD BY WRITTEN AGREEMENT

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

- Signature on the *Proposal Cover Sheet* acknowledges that the offeror is willing to enter into the agreement if awarded the contract. Offerors are advised to read thoroughly the Sample Agreement as the selected offeror will be required to comply with its requirements.
- If you have questions or concerns about any provision, please contact the City's contact person as directed in Section VI (Questions and Clarification) of the RFP INFORMATION & REQUIREMENTS.

II. PREPARATION OF PROPOSALS

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

III. SUBMISSION DEEMED AGREEMENT

Submission of a bid, proposal or other offer or submission constitutes the bidder's or offeror's agreement to all of the terms, conditions and provisions of the bid or proposal package, or other solicitation documents. In addition, submission of a bid, proposal or other offer or submission by fax or E-mail constitutes a waiver of any claim to confidentiality, or any protest based on such a claim. If you have questions or concerns about any provision, please contact the City's contact person as directed in Section VI (Questions and Clarification) of the RFP INFORMATION & REQUIREMENTS. By the submission of any bid, proposal or other offer or submission, the bidder or offeror represents that the matters stated therein are true and correct.

IV. PROPOSAL INFORMATION

- A. Discussions with Offerors. The City reserves the right to enter into discussions with the offeror(s) determined to be reasonably susceptible of being selected for award, or to enter into exclusive discussions with the offeror whose proposal is deemed most advantageous, whichever is in the City's best interest, for the purpose of negotiation. In the event that exclusive negotiations are conducted and an agreement is not reached, the City reserves the right to enter into negotiations with the next highest ranked offeror without the need to repeat the formal solicitation process.
- B. Equal Opportunity. The City will make every effort to ensure that all offerors are treated fairly and equally throughout the entire advertisement, review, and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information.
- C. Proposal Ownership. All proposals, including attachments, supplementary materials, addenda, etc., shall become the property of the City and will not be returned to the offeror.
- D. Rejection of Proposals.
- The City reserves the right to reject any or all proposals received. Furthermore, the City shall have the right to waive any informality or technical defect in proposals received when in the best interest of the City.
 - No proposal shall be accepted from, or contract awarded to, any person, firm or corporation that is in arrears to the City upon a debt or contract or that is in default, as surety or otherwise, upon any obligation to the City, or that may be deemed irresponsible or unreliable by the City Purchasing & Contracts Division. Offerors may be required to submit satisfactory evidence that they have the necessary financial resources to perform and complete the work outlined in this RFP.
- E. Failure to Submit a Proposal. Failure to submit a proposal (or to advise the City Purchasing & Contracts Division that future Requests for Proposal are desired) may result in the removal of your firm from the prospective offerors list.

V. EXCEPTIONS TO PROPOSAL & SAMPLE AGREEMENT

If offeror takes exception to any term, condition, or requirement set forth in this Request for Proposal or the Sample Agreement and any of its Exhibits and Attachments, said exceptions must be clearly identified and included in the response to this RFP. **Exceptions or deviations to any of the terms, conditions, or requirements must not be added to the proposal pages but must be submitted in a separate document accompanying offeror's proposal identified as "Exceptions."** However, any exceptions submitted may render the submission as non-responsive to the requirements listed. The City shall be the sole determiner of the acceptability of any exception. Therefore, we encourage you to contact the City's contact person with any questions or concerns as described in Section VI (Questions and Clarification)

of the RFP INFORMATION & REQUIREMENTS, rather than submitting Exceptions as part of your proposal. Exceptions shall be considered in the evaluation and the award processes. The City shall be the sole determiner of the acceptability of any exception.

VI. CONFIDENTIALITY

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

VII. GOVERNING CODE AND RULES

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

ATTACHMENT 3

SAMPLE AGREEMENT



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

CONTRACT NO. 08-1-17-9279

Rev. /_

SAMPLE AGREEMENT

CULTURAL CORE ACTION PLAN IMPLEMENTATION MANAGER

FOR THE SALT LAKE CITY OFFICE OF THE MAYOR

THIS AGREEMENT is between SALT LAKE CITY CORPORATION, a Utah municipal corporation and political subdivision of the state Utah ("City") and SALT LAKE COUNTY, a body corporate and politic of the state of Utah, ("County") also individually as "Owner" and collectively as "Owners", and Ø, a _ ("Contractor"), and is dated as of the date the City Recorder attests the applicable City signature (which date shall be the recordation date).

RECITALS

1. City and County entered into an Interlocal Agreement dated December 3, 2010 for the sharing of revenues in a joint effort to enhance funding for the marketing, branding, development and improvement of arts and cultural activities in downtown Salt Lake City ("Cultural Core").
2. City and County developed an action plan to develop the Cultural Core ("Cultural Core Action Plan") and solicited a Request for Proposals ("RFP") dated _____, 2017 for a contractor to provide Cultural Core Action Plan implementation management services.
3. City and County selected Contractor to serve as the Cultural Core Action Plan implementation manager and desire to enter into an agreement with the Contractor to provide the services specified below.

AGREEMENT

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

1. Contractor shall provide certain Cultural Core Action Plan implementation and management services described in Exhibit "A" for a term of five (5) years commencing as of the date of this Agreement. This is a non-exclusive contract and Owners reserve the right to acquire the services or equipment, at their discretion, from other sources during the term of this Agreement. All financial commitments by City and County shall be subject to the appropriation of funds approved by

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

2. For services provided Contractor shall be paid as specified under Exhibit “B” (Price Schedule).

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

4. The following indemnification requirements apply to this Agreement:

A. Contractor shall indemnify, save harmless, and defend Owners, their officers and employees, from and against all losses, claims, demands, actions, damages, costs, charges, and causes of action of every kind or character, including attorney's fees, arising out of Contractor's intentional, reckless, or negligent performance hereunder. Contractor's duty to defend Owners shall exist regardless of whether Owners or Contractor may ultimately be found to be liable for anyone's negligence or other conduct. If Owner's tender of defense, based upon this indemnity provision, is rejected by Contractor, and Contractor is later found by a court of competent jurisdiction to have been required to indemnify Owners, then in addition to any other remedies Owners may have, Contractor shall pay Owners' reasonable costs, expenses, and attorney's fees incurred in proving such indemnification, defending themselves, or enforcing this provision. Nothing herein shall be construed to require Contractor to indemnify the indemnitee against the indemnitee's own negligence. The provisions of this section 4 shall survive the termination of this Agreement.

B. Owners assume no responsibility for any damage or loss that may occur to Contractor's property, except the obligation Owners assume that they will not willfully or intentionally damage the property of Contractor. Owners have no responsibility for any equipment maintenance, or for Contractor's employees. Nothing in this Agreement shall be construed to create a partnership, joint venture, or employment relationship.

5. The following insurance requirements apply to this Agreement:

A. GENERAL INSURANCE REQUIREMENTS FOR ALL POLICIES.

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

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

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

—OR—

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

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

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

(5) All required certificates and policies shall be endorsed as needed to provide that coverage thereunder shall not be canceled or modified without providing, in a manner approved by the City Attorney, 30 days' prior written notice to City or 10 days' prior written notice for cancellation due to non-payment of premiums.

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

(1) Workers' compensation and employer's liability insurance sufficient to cover all of Contractor's employees pursuant to Utah law, unless a waiver of coverage is allowed and acquired pursuant to Utah law. In the event any work is subcontracted, Contractor shall require its subcontractor(s) similarly to provide workers' compensation insurance for all of the latter's employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law.

(2) Commercial general liability (CGL) insurance with a policy endorsement naming Salt Lake City Corporation and Salt Lake County as additional insureds on a primary and non-contributory basis in comparison to all other insurance including Owners' own policy or policies of insurance, in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate. The policy shall include contractual liability insurance for the indemnity provided under this Agreement. These limits can be covered either under a CGL insurance policy alone, or a combination of a CGL insurance policy and an umbrella insurance policy and/or a CGL insurance policy and an excess insurance policy. The policy shall protect Owners, Contractor, and any subcontractor from claims for damages for bodily injury, including accidental death, and property damage that may arise from Contractor's operations under this Agreement, whether performed by Contractor itself, any subcontractor, or anyone directly or indirectly employed by either of them. Such insurance shall provide coverage for premises operations, acts of independent contractors, products and completed operations.

(3) Commercial automobile liability insurance that provides coverage for owned, hired, and non-owned automobiles used in connection with this Agreement in the minimum amount of a combined single limit of \$1,000,000 per occurrence or \$500,000 liability per person, \$1,000,000 liability per occurrence, and \$250,000 property damage. These limits can be reached either with a commercial automobile liability insurance policy alone, or with a combination of a commercial automobile liability insurance policy and an umbrella insurance policy and/or a commercial automobile liability insurance policy and an excess insurance policy. If the policy only covers certain vehicles or types of vehicles, such as scheduled autos or only hired and non-owned autos, Contractor shall only use those vehicles that are covered by its policy in connection with any work performed under this Agreement.

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

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

7. Owners may cancel this Agreement for any reason, and without any liability therefor, upon giving Contractor thirty (30) days prior written notice. Such notice shall be sent to the last known address of Contractor. If either Owner individually desires to cancel this Agreement the remaining Owner may negotiate service and budget requirements with the Contractor. If an agreement is reached the remaining Owner and Contractor shall enter into a separate agreement. If agreement cannot be reached this Agreement shall be canceled as stated.

8. Owners may, without prejudice to any right or remedy, and without the necessity of giving the thirty (30) day notice provided in paragraph 7 above, terminate this Agreement for cause in the event Contractor fails to fulfill, in a timely or satisfactory manner, any of the terms and conditions set forth in this Agreement and fails to cure such failure within seven (7) days after written notice from Owners of such failure.

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

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

11. The following ethical standards apply to this Agreement:

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

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

B. REPRESENTATION REGARDING ETHICAL STANDARDS FOR COUNTY OFFICERS AND EMPLOYEES AND FORMER COUNTY OFFICERS AND EMPLOYEES. Contractor represents that it has not: (a) provided an illegal gift to any County officer

or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or Salt Lake County Code of Ordinances § 2.07 (2011); or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinances.

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

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

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

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

(For U.S. Postal Service delivery)

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

-OR-

(For hand delivery or express courier delivery)

451 South State Street, Room 235
Salt Lake City, UT 84111

With copies to:

City: Salt Lake City Corporation
Attn.: Senior Advisor to the Mayor for Art and Culture

(For U.S. Postal Service delivery)

P.O. Box 145474
Salt Lake City, UT 84114-5474

-OR-

(For hand delivery or express courier delivery)

451 South State Street, Room 306
Salt Lake City, UT 84111

County: Salt Lake County
Attn.: _____

Contractor: Ø
Attention:

15. This Agreement may be assigned by either the Owners or the Contractor but only with the prior written consent of the other party.

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

17. Contractor certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, or declared ineligible by any governmental department or agency, whether international, national, state, or local. Contractor must notify City's Contracts Administrator within thirty (30) days if Contractor has been debarred, suspended, proposed for debarment, declared ineligible, or involuntarily excluded from participation in any contract by any governmental entity during this Agreement.

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

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

(Signature page follows)

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

SALT LAKE CITY CORPORATION

By _____

Title _____

ATTEST AND COUNTERSIGN:

City Recorder Recordation Date

APPROVED AS TO FORM
Salt Lake City Attorney's Office

Date _____

Sign _____

(Attorney: _____)

SALT LAKE COUNTY

By _____

Title _____

ATTEST AND COUNTERSIGN:

Date

APPROVED AS TO FORM
Salt Lake County Attorney's Office

Date _____

Sign _____

(Attorney: _____)

EXHIBIT “A”

SCOPE OF WORK

CULTURAL CORE ACTION PLAN IMPLEMENTATION MANAGER

NOTE: This Exhibit will be modified/completed by City after conditional selection based on the selected offeror’s proposal and any negotiated terms and conditions.

I. GENERAL

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

NOTE: Forms and information on how to get registered may be obtained by calling (801) 530-4849 or by accessing www.corporations.utah.gov .

- B. Contractor shall assume full responsibility for damage to Owners’ property caused by Contractor's employees or equipment as determined by designated personnel of Owners.
- C. Contractor shall be solely responsible for the safety of Contractor's employees and others relative to Contractor's work, work procedures, material, equipment, transportation, signage, and related activities and equipment.
- D. Contractor shall possess and keep in force all licenses and permits required to perform services under this Agreement.
- E. No guarantee of the actual service requirement is implied or expressed by this Agreement.
- F. Contractor’s financial records may be audited by Owners, or by contract audit, at reasonable intervals as determined by Owners.

II. RESPONSIBILITIES OF CONTRACTOR

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

- A. Contractor shall function as the manager of the Cultural Core management plan (“Cultural Core Management Plan”) for Owners. The geographic scope of the Cultural Core shall be composed of the area bounded by 600 W. Street on the West, 400 E. Street on the East, North Temple Street on the North and 400 S. Street on the South.
- B. Contractor shall be responsible for implementing and managing the Cultural Core Management Plan to accomplish the including but not limited to the following objectives:

1. Creative Placemaking Objectives:

- Leverage and promote the existing programming, organizations, places and resources.
- Provide new opportunities for artists and cultural organizations.
- Enhance resident and visitor satisfaction and perceptions.
- Foster new collaborations and create opportunities within the arts community, the business community and other stakeholders.
- Provide programs, experiences, and environments attractive to all of Utah's different communities.
- Establish a vibrant urban aesthetic and environment for serendipitous experiences.
- Extend the daily and weekly arts and cultural activity cycle.
- Amplify and focus the creative potential of Salt Lake's artists, creatives and organizations.

2. Marketing and Promotion Objectives:

- Create a marketable brand identity for the Cultural Core based on the abundance of existing programming.
- Gain national and international media exposure for Salt Lake's unique arts and cultural offerings in the Cultural Core and beyond.
- Promote Salt Lake's multicultural arts community.
- Foster a more collaborative environment which stakeholders inside and outside of the Cultural Core can participate in, and benefit from, its development and promotion.
- Market key messages and communication strategies for both existing and new audiences in the Salt Lake region.

3. Audience Development Objectives:

- Increase the frequency of participation and variety of engagements in Core programming by current, engaged audiences from within the city, county and region.
- Provide insight on current, engaged audiences, and less engaged audiences for creative placemaking and marketing as the Action plan is implemented.
- Attract new audiences to the Core through culturally competent creative placemaking and marketing, ultimately transforming the profile of Salt Lake arts consumers to be more reflective of the diversity of the city and county population.

- C. Contractor's management responsibilities shall include, but shall not be limited to, the following.

1. Research, obtain, evaluate, and become knowledgeable about all existing information that the Owners have collected that involves the Cultural Core Management Plan including but not limited to project history, community needs, existing activities and future growth.
 2. Meet monthly or more frequently with the Owners' budget committee ("Budget Committee") and City and County staff to discuss the status of individual projects, progress, problems, etc. Record and make timely distribution of a summary of the issues, resolutions, and actions determined in these meetings.
 3. Coordinate with and obtain input from all appropriate agencies and local groups and clearly identify partnerships and potential conflicts.
 4. Coordinate and be available to the Budget Committee to answer questions and provide presentations as requested. Provide other services requested by the Budget Committee such as creating budgets, drafting requests for proposals, and related services.
 5. Provide written project operation status and financial reports as requested by the Budget Committee.
 6. Identify new opportunities for fund development from grants, businesses, etc.
 7. Curate innovative and high visibility art projects: commission public art in partnership with Owners' public art programs; coordinate with City and County staff who represent diverse populations; and coordinate with people and agencies who are well-informed about targeted audience segments, and other audiences.
- D. Contractor shall identify and implement plans and actions to supplement Owners Cultural Core Action Plan funding with grants and underwriting from sources outside Salt Lake City area such as national funders interested in creative placemaking and developing partnerships with local corporations, developers, individuals, local agencies. Contractor shall report all supplemental funding plans and receipt of funding to the Budget Committee. Revenues collected under this Agreement shall be used solely for Cultural Core Action Plan related purposes.
- E. Contractor will be responsible each year for creating a work plan for each year's Cultural Core Action Plan activities and proposing a budget for the activities. Contractor shall submit the plan and budget to City and County staff and the Budget Committee for review. Upon approval of the plan and budget, Contractor shall be responsible for implementing the budgeted activities in compliance with the Budget Committee's expenditure and accounting procedures. Funding requests and disbursements will be made (to be determined, e.g., monthly, quarterly) .
1. The budgeting process shall be coordinated with Owner designated staff and the Budget Committee. The annual budget shall detail the planned activities and how the activities of the proposed plan shall be funded. Upon approval of the budget by Owner designated staff and the Budget Committee, Contractor shall be

responsible for implementing the budgeted activities in compliance with Owner's expenditure and accounting regulations.

2. For each (TBD period: monthly, quarterly or other negotiated period) of each operational year, Contractor shall submit a (TBD period) budget, a request for payment, a report of its promotional activities for the past (quarter), and a report of its planned promotional activities for the coming (quarter) for City's review and approval. Owner designated staff and the Budget Committee shall review such (TBD period) submissions and shall disburse approved funds to Contractor in accordance with Owner designated staff and the Budget Committee's accounting and payment procedures and regulations.
- F. Contractor shall not use Cultural Core Action Plan tax monies for lobbying activities without first obtaining Owners' written approval.
- G. Upon termination of this Agreement or the liquidation or termination of all business activity of the Contractor, equipment, supplies, materials and other assets purchased or acquired using Owner funds shall belong to Owners and shall revert back to Owners. Contractor shall maintain an up-to-date inventory list of such items and assets and shall, upon request or upon any renewal or extended term of this Agreement, provide owners with a copy of said list.
- H. Contractor shall keep appropriate books and records of accounts documenting the sources and uses of funds used for managing and promoting the Cultural Core Area pursuant to this Agreement in a manner acceptable to Owners. Contractor shall have an annual financial audit of its books and records performed by a qualified CPA firm and a copy of each such audit shall be provided to Owners. Monies and assets from the Cultural Core Area and monies and assets from other sources shall be accounted for separately. The books and records shall be available at all times for inspection by Owners. Contractor shall furnish any additional financial reports to Owners as may reasonably be requested by Owners.
- I. If for any reason project funds do not become available, Contractor shall hold Owners harmless for any investments by Contractor, excluding reimbursement of cost expended for services already projected and approved by Owners.

III. DELIVERABLES

Contractor shall provide Owner's with the following:

- A. Contractor shall provide the Budget Committee with management letters, draft reports, final reports, recommendations, oral presentations, and related material. Reports and related material will be submitted in the form requested by the Budget Committee and the Owners.
- B. The data used in compiling, and the results of, any tests, surveys or inspections, as well as all photographs, drawings, renderings, schedules, data processing output, computations, studies, audits, reports, models, and other items of like kind prepared by Contractor, its employees and consultants, shall be the property of Owners on which

Owners shall own the copyright. Contractor may retain reproducible copies of all of the foregoing documents for information and reference and customary marketing and public relations. The originals of all of the foregoing documents shall be delivered to Owners upon completion of the work and before final payment is made. This provision may be enforced by an order of specific performance and is independent of any other provision of this Agreement.

IV. DISCLOSURE OF OWNERS' RECORDS

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

EXHIBIT “B”

PRICE SCHEDULE

CULTURAL CORE ACTION PLAN IMPLEMENTATION MANAGER

NOTE: This Exhibit to be modified/completed by City after conditional selection based upon the selected offeror’s proposal and any negotiated terms and conditions.

I. GENERAL

- A. Prices stated include all costs associated with the performance of the services specified, including materials, supervision, labor, insurance, transportation, delivery, fuel or other surcharges, demurrage, and related costs. No other charges shall be allowed. All prices and fees are stated in U.S. dollars.
- B. Owners are exempt from sales, use, and federal excise taxes on these products and services. Exemption certificates shall be furnished upon request.
- C. Administration fees stated shall be firm for the initial 2-year term of this Agreement. Requests for price adjustment thereafter shall follow the requirements specified in Paragraph III, Price Adjustment. City shall forward its finding and recommendations to the Budget Committee.
- D. Total annual administration costs, including salaries, benefits, rent, travel, and direct costs approved in writing by the Budget Committee, shall not exceed \$215,000 or 43% of the overall annual appropriation, whichever is the lesser amount.
- E. Each Owner shall reimburse Contractor as described in section IV.B below.

II. FEES

NOTE: This section to be completed after conditional selection based upon the selected offeror’s proposal and any negotiated terms and conditions.

III. PRICE ADJUSTMENT

Prices for administrative costs stated are firm for the first 2-years of this Agreement, after which price adjustments may be made annually. Any request for a price adjustment shall be made at least 30 days before the beginning date of each successive year of the Agreement. Contractor may calculate and make a written request to City that the prices be increased by the lesser of three percent (3%) or the percentage increase, if any, in the latest published Consumer Price Index, All Urban Consumers (CPI-U), “US City Average” published by the Bureau of

