

# ***Downtown Flagstaff Business Improvement and Revitalization District***

## **REQUEST FOR PROPOSALS**

**PRODUCT AND OR SERVICES:** MANAGEMENT SERVICES FOR THE  
FLAGSTAFF DOWNTOWN BUSINESS  
IMPROVEMENT AND REVITALIZATION  
DISTRICT

**PROPOSAL NUMBER:** 2015-10

**PROPOSALS DUE NO LATER THAN:** 3:00 P.M, SEPTEMBER 5, 2014

**PRE-PROPOSAL MEETING (Non-Mandatory):** August 27, 2014

**TO BE HELD AT:** COUNCIL CONFERENCE ROOM, CITY HALL, FIRST FLOOR @  
1:00 P.M.

**RFP OPENING LOCATION:** *City of Flagstaff  
Finance Conference Room  
211 West Aspen Ave.  
Flagstaff, AZ 86001*

In accordance with Arizona State Statutes, competitive sealed offers for the services specified will be received by the District at the above specified location, until the time and date cited. Offers received by the correct time and date will be opened and the name of each Proposer will be publicly read.

Offers shall be in the actual possession of the District, at the location indicated, on or prior to the exact time and date indicated above. Late offers shall not be considered.

Offers must be submitted in a sealed envelope with the REQUEST FOR PROPOSAL name and number and the Proposer's name and address and the RFP closing date and time clearly indicated on the envelope. All offers must be completed in ink or typewritten. Additional instructions for preparing a proposal response are provided herein.

PROPOSERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE REQUEST FOR PROPOSAL.

<b>Contact:</b>	<u>Barbara Goodrich</u>
<b>Phone Number:</b>	<u>(928) 213-2205</u>
<b>E-mail Address:</b>	<u>bgoodrich@flagstaffaz.gov</u>
<b>Date:</b>	<u>August 18, 2014</u>

## ACKNOWLEDGMENT OF RECEIPT

**RFP ISSUE DATE:** August 18, 2014

**PRODUCT AND/OR SERVICES:** MANAGEMENT SERVICES FOR THE  
FLAGSTAFF DOWNTOWN BUSINESS  
IMPROVEMENT AND REVITALIZATION  
DISTRICT

**PROPOSAL NO.:** 2015-10

**QUESTIONS MUST BE RECEIVED BY:** August 29, 2014

**OFFER DEADLINE:** 3:00 P.M., on September 5, 2014

Please complete and return the requested information below via email to the District at [bgoodrich@flagstaffaz.gov](mailto:bgoodrich@flagstaffaz.gov) or by mailing, in order to acknowledge receipt and to **receive notification of any addenda or responses to questions regarding this RFP**. Proposals from companies or individuals not acknowledging the addenda may be considered incomplete, non-responsive and potentially subject to disqualification.

Name of Company  
or Individual: \_\_\_\_\_

Name / Title of Contact: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Phone #:** ( ) \_\_\_\_\_ **Fax #:** ( ) \_\_\_\_\_

**E-Mail  
Address:** \_\_\_\_\_

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

## INSTRUCTIONS TO PROPOSERS

1. **PURPOSE:** Pursuant to provisions of the Arizona Revised Statutes, as well as provisions contained in this document, the District intends to establish a contract for:

**MANAGEMENT SERVICES FOR THE FLAGSTAFF  
DOWNTOWN BUSINESS IMPROVEMENT AND REVITALIZATION DISTRICT**

The District is seeking proposals from non profit IRS 501(c) organizations for the provision of management and operational services for the District. The successful Proposer shall be an Arizona non profit corporation, as well as an I.R.S. tax-exempt organization and shall provide a letter from the I.R.S. with a statement to that effect.

2. **PREPARATION OF PROPOSAL:**

- a. Forms: All Offers shall be on the forms provided in this RFP Package. The RFP Package shall consist of all documents listed in the Table of Contents. It is permissible to copy these forms if required.
- b. Evidence of Intent to be Bound: The Offer document must be submitted with an original ink signature by the person authorized to sign the Offer.
- c. Typed or Ink; Corrections: The Offer must be typed or in ink. Erasures, interlineations or other modifications in this RFP document shall be initialed in ink by the authorized person signing the Offer. No Offer shall be altered, amended or withdrawn after the specified RFP due time and date.
- d. Unit Price Prevails: In case of error in the extension of prices in the Offer, unit price shall govern.
- e. Days: Periods of time, stated as a number of days, shall be calendar days, unless otherwise specified.
- f. Duty to Examine: It is the responsibility of all Proposers to examine the entire RFP Package and seek clarification in writing of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing an Offer confers no right of withdrawal after due time and date.
- g. Submittal: All Offers must be clearly marked: **MANAGEMENT SERVICES FOR THE FLAGSTAFF DOWNTOWN BUSINESS IMPROVEMENT AND REVITALIZATION DISTRICT, RFP NO. 2015-10**, your name or company name and the closing date and time of this RFP on the outside of the sealed envelope. Proposals shall be provided in three ring binders with **ONE (1) ORIGINAL AND FIVE (5) COPIES** of the proposal included.

3. **QUALITY OF PROPOSAL:** The quality of the proposal(s) submitted by the Proposer is viewed as a basic indication of the Proposer's general capability and technical competence. Quality is interpreted as (1) completeness, (2) thoroughness, (3) accuracy, (4) compliance with proposal instructions, and (5) the organization and conciseness of descriptive text material. Proposals that do not comply with instructions may be eliminated from further consideration.

4. **GENERAL CONTENT:** The proposal submitted should be specific and complete in every detail. It should be practical and should be prepared simply and economically, providing a straight-forward, concise delineation of capabilities to satisfactorily perform the proposal being sought. Proposers should not necessarily limit the proposal to the performance of the

service in accordance with this document but should outline any additional services and their costs if deemed necessary to accomplish the scope of services.

- 5. INQUIRIES:** Any question(s) related to this RFP shall be directed solely to the Contact whose name appears at the bottom of the front page of this document. Questions should be submitted in writing when time permits. All changes to the RFP shall be in the form of a written addendum, which shall be furnished to all Proposers who are listed with the District as having received the original RFP.

The District shall not respond to any requests for information pertaining to specifications received less than five (5) working days (Monday–Friday, excluding holidays) before the proposal opening. Any interpretation or correction of the RFP documents shall be made only by written addendum and a copy of each addendum shall be mailed emailed, or delivered to all who have returned an Acknowledgement of Receipt form. The District shall not be responsible for any other explanations or interpretations of the RFP Package.

Any correspondence related to a solicitation shall refer to the appropriate solicitation number, page and paragraph number. However, the Proposer shall not place the solicitation number on the outside of an envelope containing questions, since such an envelope may be identified as a sealed RFP and may not be opened until after the official RFP due date and time.

- 6. LATE PROPOSAL:** Late proposal responses shall not be considered. A Proposer submitting a late proposal shall be so notified.
- 7. WITHDRAWAL OF PROPOSAL:** At any time prior to a specified solicitation due time and date a Proposer (or designated representative) may withdraw the Proposal through written notification to the Contact by mail, email or delivery
- 8. AMENDMENT OF PROPOSAL:** The Proposer shall acknowledge receipt of a Solicitation Addendum by signing and returning the Addendum form, along with the proposal response prior to the specified due time and date. Failure to return a signed copy of a material solicitation amendment or to follow the instructions for acknowledgment of the solicitation amendment shall result in rejection of the proposal.
- 9. PAYMENT:** A separate invoice shall be issued for services performed, and no payment shall be issued prior to receipt of material or services and a correct invoice. The District's agreement for payment terms is **30 days**.
- 10. TAXES:** The District is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, as required, shall be indicated as a separate item.
- 11. EVALUATION AND AWARD OF CONTRACT:**
- a. The contract shall be awarded to the lowest responsive, responsible Proposer whose proposal is the most satisfactory and advantageous to the District based on the factors set forth in the RFP Package. The District shall be the sole judge as to the acceptability of the products or services offered.
  - b. Notwithstanding any other provision of the RFP Package, the District expressly reserves the right to:
    - (1) Waive any immaterial defect or informality; or
    - (2) Reject any or all Offers, or portions thereof; or
    - (3) Cancel/Reissue an RFP.

- c. All responses to this RFP are offers to contract with the District and shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the RFP Package, including the Agreement. Offers do not become contracts unless and until they are formally accepted by the District. Once the Agreement is fully executed, it will be the final and binding contract between the Proposer and the District. The Agreement may incorporate some or all of the RFP Package.
- d. The District reserves the right to clarify any contractual terms with the concurrence of Proposer, however, any substantial non-conformity in the Offer shall be deemed non-responsive and the Offer rejected. No alteration of any contract resulting from an Offer may be made without the express written approval of the Director of Purchasing in the form of an official contract amendment.

**12. ENVIRONMENTAL PROCUREMENT POLICY:** The District has established an Environmental Procurement Policy which encourages the purchase of the most environmentally responsible products and services available to meet the intended purpose. We encourage the offer of alternatives that increase the environmental responsibility of the products or services called for in this solicitation.

**13. SALES TAX:** The District will not pay any taxes on invoices received unless an Arizona Transaction Privilege License Number or Arizona Use Tax Number and, if applicable, a City Sales Tax Number are listed below.

Arizona Sales Tax Number: \_\_\_\_\_

Arizona Use Tax Number: \_\_\_\_\_

City of: \_\_\_\_\_

Sales Tax Number: \_\_\_\_\_

**14. NON-COLLUSION:** The Proposer shall sign a non-collusion affidavit.

## STANDARD TERMS AND CONDITIONS

The following terms and conditions are an explicit part of the solicitation and any offer received by a Proposer in response to this RFP.

1. **CERTIFICATION:** By signature on the Offer page, at the end of this RFP document, Proposer certifies that:
  - a. The submission of the Offer did not involve collusion or other anti-competitive practices.
  - b. Proposer has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in the rejection of the Offer. Signing the Offer, of this RFP document, with a false statement shall void the Offer and any resulting contract and may be subject to penalties provided by law.
2. **GRATUITIES:** The District may, by written notice to the Proposer, cancel any resulting contract if it is found by the District that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Proposer or any agent or representative of the Proposer, to any officer or employee of the District with a view toward securing a contract, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such contract. In the event any resulting contract is canceled by the District pursuant to this provision, the District shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Proposer the amount of the gratuity.
3. **OFFER BY PROPOSER:** All responses to this RFP are offers to contract with the District and shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the RFP Package, including the sample Agreement. Offers do not become contracts unless and until they are formally accepted by the District. Formal acceptance may occur when the District Manager accepts an Offer, or when the District Council accepts the Offer and enters into the Agreement, as allowed under the Flagstaff District Charter. The District reserves the right to clarify any contractual terms with the concurrence of Proposer, however, any substantial non-conformity in the Offer shall be deemed non-responsive and the Offer rejected. A contract approved by the District Council may only be changed by written amendment signed by duly authorized representatives of the District and the Proposer.
4. **EXCEPTION TO THE SOLICITATION:** Proposer shall identify and list all exceptions taken to all sections of this RFP Package and list these exceptions referencing the section (paragraph) where the exception exists, identifying the exceptions and the proposed wording for Proposer's exception. Proposer shall list these exceptions under the heading "Exception to the PROPOSAL Solicitation." Exceptions that surface elsewhere and that do not also appear under the heading "Exception to the Proposal Solicitation," shall be considered invalid and void and of no contractual significance. The District reserves the right to reject, render the proposal non-responsive, enter into negotiation on any of the Proposer exceptions, or accept them.
5. **INTERPRETATION - PAROL EVIDENCE:** The Agreement which will be entered into with the successful Proposer is intended by the parties as a final expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Agreement. Acceptance or acquiescence in a course of performance rendered under the Agreement shall not be relevant to determine the meaning of the contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object. Whenever a term defined by applicable Arizona State Statutes is used in the Agreement, that definition shall control.

6. **RIGHTS AND REMEDIES:** No provision in this document or in the RFP Packet shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract.
7. **PROTESTS:** Protests shall be resolved, in accordance with the following: A protest shall be in writing and shall be personally delivered or served upon the District's Treasurer. A protest of a solicitation shall be served upon the District Treasurer before the solicitation opening date. A protest of a proposed award or of an award shall be personally delivered or served upon the District Treasurer within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:
  - a. The name, address and telephone number of the protester;
  - b. The signature of the protester or its representative;
  - c. Identification of the solicitation or contract number;
  - d. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
  - e. The form of relief requested.
8. **ADVERTISING:** Proposer shall not advertise or publish information concerning the solicitation or the Agreement, without the prior written consent of the District.
9. **RIGHT TO INSPECT PLACE OF BUSINESS:** The District may, at reasonable times and at its expense, inspect the place of business of a Proposer or Sub-proposer which is related to the performance of any contract as awarded or to be awarded.
10. **INSPECTION:** All materials or services are subject to final inspection and acceptance by the District. Materials or services failing to conform to the specifications of the contract shall be held at Proposer's risk and may be returned to Proposer. If so returned, all costs shall be the responsibility of Proposer.
11. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials or services, must fully comply with all provisions of the contract. If a tender is made which does not fully conform, this shall constitute a breach and Proposer shall not have the right to substitute a conforming tender without prior approval from the District.
12. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Proposer shall deliver conforming materials, or services, in each installment or lot of the contract and may not substitute nonconforming materials, or services. Delivery of nonconforming materials, and/or services, or a default of any nature, at the option of the District, shall constitute a breach of the contract as a whole.
13. **LIENS:** All goods, services and other deliverables supplied to the District under the Agreement shall be free of all liens other than the security interest held by Proposer until payment in full is made by the District. Upon request of the District, Proposer shall provide a formal release of all liens.
14. **LICENSES:** Proposer shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by Proposer as applicable to the Agreement.
15. **COST OF PROPOSAL PREPARATION:** The District shall not reimburse the cost of developing, presenting or providing any response to this solicitation. Proposals submitted for consideration by

the District should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

**16. CONFIDENTIAL INFORMATION:**

- A. If a Proposer believes a specific section of its proposal to be confidential, the Proposer is to mark the page(s) "confidential" and isolate the pages marked confidential in a specific and clearly labeled section of its proposal response. The Proposer is to include a written statement as to the basis for considering the marked pages confidential.
- B. The information identified by the person as confidential shall not be disclosed until the District makes a written determination.
- C. The District shall review the statement and information and shall determine in writing whether the information shall be treated as confidential.
- D. If the District determines to disclose the information, the District shall inform the Proposer in writing of such determination.
- E. After award of a contract, proposal responses shall be considered a matter of public record and subject to disclosure. Materials submitted by Proposers shall become the property of the District unless otherwise requested at the time of submission. Materials identified as confidential by the Proposer will be reviewed by the District which shall make a determination as to whether the information is disclosable. Generally, information submitted in response to this RFP is considered a matter of public record and subject to disclosure pursuant to the Arizona Public Records Law.

**17. AUTHORIZED CHANGES:** The District reserves the right at any time to make changes in the level of services required. If any change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or delivery schedule, or both.

Any claim for adjustment shall be evidenced in writing and approved by the District Chairman before institution of the change.

**18. PRE-PROPOSAL CONFERENCE:** A prospective Proposers' conference may be held at the District's sole discretion. If scheduled, the date and time of this conference will be indicated on the cover page of this document.

The purpose of this conference shall be to clarify the contents of this RFP Package in order to prevent any misunderstanding of the District's position. Any doubt as to the requirements of this RFP Package or any apparent omission or discrepancy should be presented to the District at this conference. The District shall then determine the appropriate action necessary, if any, and issue a written amendment to the RFP. Oral statements or instructions shall not constitute an amendment to this RFP.

**19. DISCUSSIONS AND REVISIONS TO PROPOSAL:** Discussions may be conducted with responsible Proposers who submit proposals determined to be reasonably susceptible of being selected for award. Such discussions may facilitate the exchange of pertinent information to enable a more complete understanding of, and responsiveness to, the solicitation requirements. Should the District elect to call for 'best and final' offers, Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best



and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Proposers. The purposes of such discussions shall be to:

- A. Determine in greater detail such Proposers' qualifications, and
- B. Explore with the Proposers, the Scope of Services, the Proposers' proposed method of performance, and the relative utility of alternate methods of approach;
- C. Determining whether the Proposers have the necessary personnel and facilities to perform within the required time;
- D. Agreeing upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity and nature of such services.

**20. FINANCIAL STATUS:** All Proposers shall make available upon request a current audited financial statement, a current audited financial report, or a copy of a current federal income tax return. Failure or refusal to provide this information within five (5) business days after communication of the request by the District shall be sufficient grounds for the District to reject a proposal, and/or to declare a Proposer non-responsive or non-responsible.

If a Proposer is currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, the Proposer must provide the District with that information as part of its proposal. The District may consider that information during evaluation of the proposal.

By submitting a proposal in response to this solicitation, Proposer agrees that, if, during the term of any contract it has with the District, it becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of Proposer under federal bankruptcy law or any state insolvency law, Proposer shall immediately provide the District with a written notice to that effect, and shall provide the District with any relevant information it requests to determine whether the Proposer will meet its obligations to the District.

**21. GOVERNING LAW and JURISDICTION:** This solicitation shall be governed by and construed in accordance with the laws of the State of Arizona.

**22. SUBSEQUENT PURCHASES:** The District, with the consent of the successful Proposer(s), reserves the right to purchase additional items as listed in this proposal, if Proposer is willing to offer the same terms and conditions as submitted in this proposal, for a period of twelve (12) months from the date of District approval.

**23. POINT OF CONTACT:** The proposal must indicate the name of one individual who the District is to contact with any questions or clarifications in regards to the proposal.

**24. ON-SITE INVESTIGATION:** Proposers are strongly encouraged to view all of the District's facilities that may be referenced in the Scope of Work prior to submitting their proposal. The Proposer shall be responsible for examining the facility sites and comparing it with the descriptions and specifications, to have carefully examined all of the RFP Package, including the sample contract and to have satisfied themselves as to the conditions under which the work is to be performed before submitting a proposal and entering into the contract.

No allowance shall subsequently be made on behalf of Proposer on account of an error on its part or its negligence or failure to become acquainted with the conditions of the site, or surrounding areas.

**25. CONTRACT ADMINISTRATION:**

All changes or amendments to the contract are to be in writing, authorized by the District Treasurer, approved by the District, and signed by authorized representatives of the parties.

**26. CONTRACT TYPE:** Annual Firm Fixed Fee. Initial contract term shall be for five (5) years.

**27. CONTRACT RENEWAL:** The District reserves the right to unilaterally extend the period of the contract for ninety (90) days beyond the stated expiration date. In addition, by mutual written consent, the contract may be renewed for supplemental periods of up to **one (1)** additional five (5) year term.

**28. OFFER ACCEPTANCE PERIOD:** In order to allow for an adequate evaluation, the District requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.

**29. CONTACT WITH DISTRICT EMPLOYEES AND CONTRACTORS:**

All persons and/or firms that are interested in this project (including the firm's employees, representatives, agents, lobbyists, attorneys, and sub-contractors) will refrain, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the evaluation/selection or creating bias in the evaluation/selection process with any person who may play a part in the evaluation/selection process. This includes but is not limited to the evaluation panel and District Board Members. This policy is intended to create a level playing field for all potential firms, assure that contract decisions are made in public, and to protect the integrity of the selection process. All contact on this selection process should be addressed to the authorized representative identified on Page One of this document.

## **BACKGROUND**

For many years, downtown businesses and property owners have recognized the need for additional and specialized services for the downtown area and there has been some disparity as to what services are needed and how best to provide the services. Around 1992, a Special Improvement District was formed to improve the streetscape and shortly thereafter a Mainstreet organization was formed. This organization eventually went by the wayside due to a lack of sustainable funding. For a number of years, the issues of downtown were addressed by a volunteer organization, the Downtown Business Alliance - also without sustainable funding, and reliant on volunteer efforts.

At the direction of the City Council, staff facilitated a community discussion of long range and comprehensive planning for downtown. The goal was to address a number of concerns of businesses and property owners and how best to achieve their goals. It was determined that the best mechanism would be a formal district that had a degree of autonomy from the City government and that also had an independent funding source (assessment). As this work developed, it became clear that addressing the concerns of downtown comprehensively while simultaneously developing a district was not possible. It also became clear that City leadership was not the best approach, and the downtown businesses and property owners took the forefront in moving forward. The strategic decision was made to pursue the mechanism to address downtown issues (the district) only, and that the work of addressing the concerns of business and property owners would follow under the leadership of the district.

In February of 2014, the district was formed by action of the City Council. Shortly thereafter, downtown property owners voted affirmatively to tax themselves to support the district. This small assessment provides for engaging a manager and basic office support. This manager will assist businesses and property owners with day-to-day needs including providing an interface with the City. The manager in coordination with the District Board will also start the planning process for the future years of the district. Of immediate need, to fulfill the terms of district formation, a small Capital Improvement project is needed. Following that, the manager would address, at the direction, and per the priorities of the district members, matters that may include marketing, maintenance, parking, event permitting, and other areas of need and concern.

It is recognized that downtown is special contributor to the City's overall economic vitality and tourism industry in particular. In addition, the City is one of the larger land owners within the district. The City has been and remains a committed partner in the success of downtown. In addition, the City and County have committed (with some legal limitations) to a financial participation equivalent to that of private property owners.

In addition to the property tax assessment, the first year funding is supplemented with one-time fund from the City of Flagstaff to provide basic start up services and documentation of establishing a management structure that provides for long term success for the District. That intergovernmental agreement is attached as Exhibit X.

## **SCOPE OF SERVICES**

The District requires the following services under this contract for management services:

### **1. Budget and Finance**

- 1.1 Preparation of detailed operating budgets for each fiscal year no later than June 15 of each year;
- 1.2 Preparation of written annual report at the conclusion of each calendar year that accounts for revenues, expenditures and services provided in benefit of the District;
- 1.3 Creation and maintaining of a district database that includes a map of the district, property ownership, property owner contact information, assessed value, and current use (e.g., retail, office, government, ROW) ("District Database");
- 1.4 Identifying, prioritizing, and estimating revenues and expenses for "enhanced municipal services" that the District may seek to provide in the foreseeable future.

### **2. Management and Operations**

- 2.1 Preparation of annual work plans at the direction and the approval of the District board;
- 2.2 Assignment of a responsible person to serve as administrative staff/liaison for the District Board and Officers;
- 2.3 Employment of an executive director for the management of the District, to perform tasks and functions including but not limited to the following:
  - 2.3.1 Serving as the single point of contact for the District and District members;
  - 2.3.2 Communicating individual and District needs to the District;
  - 2.3.3 Receiving and aiding in resolution of complaints of District members and/or stakeholders;
  - 2.3.4 Creating and maintaining a district website page to be used for stakeholders and the public;
  - 2.3.5 Creating and maintaining an inventory of District services provided within the district that includes the types of service, annual budget allocation, frequency, providing agency, and providing agency contact information ("Inventory of District Services");
  - 2.3.6 Creating and maintaining an inventory of public infrastructure that exists within the district that includes types of infrastructure, condition, maintenance needs, existent capital improvement plans, and suggestions for improvements ("Public Infrastructure Inventory");
  - 2.3.7 Assigning a responsible person to review and provide written advisory comments regarding Special Event Permits proposed for locations in the District, identifying the concerns of the District or District members, proposing conditions that would mitigate concerns, and recommending approval or denial ("Special Event Permit Review");
  - 2.3.8 Reviewing and providing written advisory comments regarding City initiatives (programs, ordinances, plans, projects, and so forth) that affect the District or District members ("City Initiative Review");

- 2.3.9 Meeting monthly with Police Department and Economic Vitality Division staff, and as necessary with other City staff, to coordinate District and/or City initiatives (programs, ordinances, plans, projects, and so forth), to discuss District or District members concerns and solutions, and other matters as appropriate;
  - 2.3.10 As necessary, meeting with and coordinating District initiatives (programs, plans, projects, and so forth) and other matters as appropriate with Federal, State, or regional government agencies (such as the Flagstaff Metropolitan Planning Organization, Coconino County, or Tribal agencies) including upon the request of the City Manager, participating in joint meetings with such agencies (“Coordinate with Other Agencies”).
- 2.4 Manage a portion of the adopted Fiscal Year 2014-2015 budget. The entire adopted budget is \$254,455. This contract will manage \$161,269 of the adopted budget in the categories as shown in Appendix B. \$161,269 is the entire amount available to pay for the Management Contract, including the personnel, contractual, commodities and other line items as shown in Appendix B. In addition to the assignment of a responsible person as detailed in Section 2.1, the budget plan anticipates:
- 2.4.1 Administrative support to be provided
  - 2.4.2 Office space to be secured
  - 2.4.3 Professional services including bookkeeping, accounting, and insurance
  - 2.4.4 Marketing and outreach is provided through personal contact, written outreach, website development, and other appropriate means
  - 2.4.5 Enhanced Downtown Services are provided which includes but is not limited to 40 hours per week of contracted personnel.

**3. Management of Public Infrastructure Improvement, including but not limited to the following:**

- 3.1 Identifying and proposing at least one public infrastructure improvement project to the District Board as required for a Revitalization District. The total value of work proposed shall be no less than \$15,000.  
 Completion date: Nine (9) months from June 4, 2014 (March 4, 2015)  
 Penalty if not completed on time: \$1,000
- 3.2 Secure funding for the proposed public infrastructure improvement project(s)  
 Completion date: Twelve (12) months from June 4, 2014 (June 4, 2015)  
 Penalty if not completed on time: \$1,000
- 3.3 Cause and manage the preparation of project plans for the proposed public infrastructure improvement project(s). Obtain and pay for all required approvals and permits. Procure professional services if required by Arizona law and procure all services as required by Arizona law.  
 Completion date: Fifteen (15) months after June 4, 2014 (September 4, 2015)  
 Penalty if not completed on time: \$5,000
- 3.4 Contract for and manage the construction of the proposed public infrastructure improvement project(s). Procure licensed contractor and all services as required by Arizona law.  
 Completion: Twenty-four (24) months after June 4, 2014 (June 4, 2016)  
 Penalty if not completed on time: \$5,000

**4. Heritage Square Plaza**

With legal counsel retained by the District or management agency, review all documents related to Heritage Square Plaza (including but not limited to Disposition and Development

Agreement; Rules and Regulations; Declaration of Public Plaza Easement dated May 20, 1997; Declaration of Public Plaza Easement dated June 4, 1996) and recommend whether the District should consider assuming any responsibilities for operations and maintenance.

## PROPOSAL FORMAT/SUBMITTAL

**FORMAT AND CONTENT:** To aid in the evaluation, all proposals should follow the same general format. The proposals are to be submitted in binders and have sections tabbed with proposal information as outlined in the categories/criteria below.

The Evaluation Committee will evaluate responses to this RFP based on the information provided in each of the proposer's proposal responses and interviews, if conducted, as necessary. To allow for a standard basis of evaluation, all proposal responses shall follow the format outlined below. Proposers should use recycled paper (minimum 50% post consumer waste) and double-sided printing for the proposal submitted. An original and five (5) copies are to be submitted. Proposal responses should be organized with sections/dividers as follows:

### Cover:

The cover should contain the following relevant data as a minimum:

- Statement indicating response to: Management Services for the Flagstaff Downtown Business Improvement and Revitalization District
- RFP No. 2015-10
- Submittal date
- Company name (and logo if desired)
- Other information/graphics as desired

### Title Page:

Proposers shall include their company name, address, e-mail/website address(es), phone and fax numbers and name(s) of principals.

### A. Experience and Qualifications (up to 30 points), plus up to 5 possible bonus points

1. Proposer shall identify their specific experience and qualifications in terms of providing management services for a municipality's downtown business improvement revitalization district.
2. Proposer shall provide detailed information that demonstrates their local knowledge and experience with Flagstaff downtown businesses.

**Note:** Up to five (5) bonus points shall be given to Proposers who possess local knowledge and experience with Flagstaff downtown businesses.

### B. Presented Approach (up to 30 points)

1. Proposer shall provide detailed information regarding their presented approach to providing the services outlined in the Scope of Services section outlined on pages 12-14 of this RFP document.
2. Proposer shall provide the metrics regarding how various activities and responsibilities will be measured.

3. Information shall be segregated and identified as either **part 1** - Coordination Activity for the Flagstaff Downtown Business Improvement and Revitalization District and **part 2** – Responsibilities to complete the scope of work

**C. Project Personnel (up to 20 points)**

1. Proposer shall provide an organizational chart showing the specific individual(s) managing the Flagstaff Downtown Business Improvement and Revitalization District and lines of authority for key personnel.
2. Proposer shall provide a resume of each individual who would be on the management team, as well as information regarding previous work assignments.

**D. Price/Fee Structure (up to 20 points)**

1. Describe your proposed compensation for the management services provided, according to the Scope of Services section outlined on pages 12 -14 of this RFP document for the first five years of the contract. This is a flat fee amount per year for each of the five years. Propose a flat fee amount to provide the services should the City and the successful Proposer mutually agree to extend the contract for a second five year period. This is a flat fee amount per year for each of the five years.



## PROPOSER'S REFERENCES

- 1. REFERENCES.** Proposers shall submit references for municipal projects that are comparable in size, complexity, and scope of work sought by this RFP.
- The references should also demonstrate the Proposer's experience with providing Management Services, based on the Scope of Services outlined in this RFP document. The histories of such management services that a Proposer has completed, firm resumes and resumes of key personnel should also be included, as well as other information believed to demonstrate the indicated types of experience.
  - All references should include the name, title, telephone number of both the current owner of the project and the owner of the project at time of work effort. Specific reasons for using the reference must also be provided.

Firm/Government Agency Name:	
Contact Person:	Phone:
Title:	Fax:
Address:	E-Mail Address:
	Reason for Selecting as Reference:
Project Size, Complexity, Scope and Duration:	
Firm/Government Agency Name:	
Contact Person:	Phone:
Title:	Fax:
Address:	E-Mail Address:
	Reason for Selecting as Reference:
Project Size, Complexity, Scope and Duration:	
Firm/Government Agency Name:	
Contact Person:	Phone:
Title:	Fax:
Address:	E-Mail Address:
	Reason for Selecting as Reference:

Project Size, Complexity, Scope and Duration:	
Firm/Government Agency Name:	
Contact Person:	Phone:
Title:	Fax:
Address:	E-Mail Address:
	Reason for Selecting as Reference:
Project Size, Complexity, Scope and Duration:	
Firm/Government Agency Name:	
Contact Person:	Phone:
Title:	Fax:
Address:	E-Mail Address:
	Reason for Selecting as Reference:
Project Size, Complexity, Scope and Duration:	

## EXCEPTIONS, CONFIDENTIAL AND ADDITIONAL MATERIALS

Proposers shall indicate any and all exceptions taken to the provisions or specifications in this solicitation document.

**Exceptions (mark one):**

- No exceptions
- Exceptions taken (describe). Attach additional pages if needed.)

**Confidential/Proprietary Submittals (mark one):**

- No confidential/proprietary materials have been included with this offer
- Confidential/Proprietary materials included. Proposers should identify below any portion of their offer deemed confidential or proprietary (see Standard Terms and Conditions, section **titled Confidential Information**). Identification of such materials in this section does not guarantee that disclosure will be prevented but that the item will be subject to review by the Proposer and the City prior to any public disclosure. Requests to deem the entire offer as confidential will not be considered.

**Additional Materials submitted (mark one):**

- No additional materials have been included with this offer
- Additional Materials attached (Describe. Attach additional pages if needed)

## EVALUATION CRITERIA

Proposals will be evaluated based on the Proposer’s ability to meet the performance requirements and Scope of Services outlined in this RFP document. This section provides a description of the evaluation criteria that will be used to evaluate the Proposals. To be deemed responsive, it is important for the Proposer to provide appropriate detail to demonstrate satisfaction of each criterion and compliance with the performance provisions outlined in this RFP Package.

The following evaluation criteria will be used by the City of Flagstaff’s evaluation committee for the selection of a Proposer to provide Management Services for the Flagstaff Downtown Business Improvement and Revitalization District. The evaluation committee will review the initial proposal responses and score them according to the criteria listed below. Depending on the total number of proposal responses to this RFP, the committee may “short list” the proposers receiving the highest scores and conduct formal discussions/presentations to make a final evaluation. After final evaluation of proposal responses, the City may narrow the total number of responses down to approximately three (3) and may request “Best and Final” offers.

The following evaluation criteria and points schedule will be used to determine the award of the contract(s):

<b><u>EVALUATION CRITERIA</u></b>	<b><u>POINTS (stated as a maximum)</u></b>
1. Experience and Qualifications	30, <u>plus up to five (5) bonus pts.</u>
2. Presented Approach	30
3. Project Personnel	20
4. Price/Fee Structure	20
<b><u>TOTAL MAXIMUM POINTS POSSIBLE</u></b>	<b><u>105</u></b>

The City reserves the right to reject any and all proposals, or any part thereof; to accept any proposal or any part thereof; or to waive any informality when it is deemed to be in the City's best interest.

## PROPOSER QUESTIONNAIRE

Company Legal/Corporate Name: \_\_\_\_\_

Doing Business As (if different than above): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ - \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_ Website: \_\_\_\_\_

Taxpayer Identification Number: \_\_\_\_\_

Remit to Address (if different than above):

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ - \_\_\_\_\_

**Contact for Questions about this proposal:**

Name: \_\_\_\_\_ Fax: \_\_\_\_\_

Phone: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Sales/Use Tax Information (check one):

Proposer is located outside Arizona (The District will pay use tax directly to the AZ Dept. of Revenue)

Proposer is located in Arizona (The Offeror should invoice the applicable sales tax and remit to the appropriate taxing authorities)

State Sales Tax Number: \_\_\_\_\_

City Sales Tax Number: \_\_\_\_\_ City of: \_\_\_\_\_, AZ

Certified Small Business Certifying Agency: \_\_\_\_\_

Certified Minority, Woman or

Disadvantaged Business Enterprise Certifying Agency: \_\_\_\_\_

Credit References: Provide the name and telephone number of at least three organizations that your company deals with on an on-going basis.

A. Company Name \_\_\_\_\_

Contact & Phone Number \_\_\_\_\_

B. Company Name \_\_\_\_\_

Contact & Phone Number \_\_\_\_\_

C. Company Name \_\_\_\_\_

Contact & Phone Number \_\_\_\_\_

Insurance - Name of insurance agent that will provide the specified coverages.

\_\_\_\_\_

List any other information that may be helpful in determining your qualifications including sub-contracts to be utilized, if any.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Additional Information required:

- a. Year firm was established (include former firm names and year each applied).
- b. Identify the country and state in which the firm was incorporated or otherwise organized.
- c. Type of ownership and parent company and subsidiaries, if any. Include dates of any corporate mergers and/or acquisitions including all present and former subsidiaries with dates of any and all re-structuring since the founding date.
- d. A narrative description and organization chart depicting the management of the Proposer's organization and its relationship to any larger business entity.
- e. A description of the overall operations of the Proposer, the number and scope of other projects currently ongoing or set to begin in the near future.
- f. A narrative description of Proposer's familiarity with and prior operating experience in Arizona or the Southwestern United States.
- g. Provide, at Proposer's option, any additional information not specifically listed above which demonstrates the qualifications of the Proposer to perform the scope of work specified in this RFP.

## APPENDIX A PROPOSER DISCLOSURE FORM

All Proposers are required to complete and sign the following checklist. For any item checked YES, you must provide as complete an explanation as possible on one or more attached sheets, including dates, company name(s), enforcing authority, court, agency, etc. Answering YES to one or more questions does not necessarily mean that you will be disqualified from this Proposal. **HOWEVER, FAILURE TO PROVIDE TRUE AND COMPLETE INFORMATION MAY RESULT IN DISQUALIFICATION FROM THIS PROPOSAL AND OTHER CONTRACTS FOR THE DISTRICT.**

Has your company or any affiliate\* of your company, in the past 5 years, (i) had a permit revoked or suspended, (ii) been required to pay a fine, judgment or settlement of more than \$100,000, (iii) been convicted of a criminal offense (including a plea of guilty or *nolo contendere*), (iv) been found in contempt of court, or (v) been debarred, disqualified or suspended from submitting proposals on public contracts, as a result of or in connection with any of the following:

1. Any offense indicating a lack of business integrity or honesty, including fraud, bribery, embezzlement, false claims, false statements, falsification or destruction of records, forgery, obstruction of justice, receiving stolen property, theft, or price fixing, Proposal rigging, restraint of trade or other antitrust law violation?  
YES \_\_\_\_\_ NO \_\_\_\_\_
  
2. Violation of the terms of any public contract?  
YES \_\_\_\_\_ NO \_\_\_\_\_
  
3. Failure to pay any uncontested debt to any government agency?  
YES \_\_\_\_\_ NO \_\_\_\_\_
  
4. Violation of any law or regulation pertaining to the protection of public health or the environment?  
YES \_\_\_\_\_ NO \_\_\_\_\_

\*An "affiliate" of your company means any person, company or other entity that, either directly or indirectly (for example, through stock ownership by family members), controls, is controlled by, or is under common control with, your company.

**I hereby verify that the foregoing information, and any explanation attached are to the best of my knowledge, true and complete.**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

# NON-COLLUSION AFFIDAVIT

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

\_\_\_\_\_, affiant,

states that I am the \_\_\_\_\_  
(Title)

of \_\_\_\_\_  
(Contractor/Proposer)

and I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

1. The price(s) and amount of this bid has been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid, and neither the approximate prices(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
5. \_\_\_\_\_, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

\_\_\_\_\_  
\_\_\_\_\_  
(Title)

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 2014

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



***OFFER***

**TO THE FLAGSTAFF DOWNTOWN BUSINESS IMPROVEMENT AND REVITALIZATION DISTRICT:**

The undersigned hereby offers and agrees to furnish the material, service, or construction in compliance with the RFP Package. Signature also certifies understanding and compliance with "Certification" as defined in Article 1 of the "Standard Terms and Conditions" of this Agreement.

For clarification of this offer, contact:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

\_\_\_\_\_  
Signature of Person Authorized to Sign Offer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date



## APPENDIX B

<b>FLAGSTAFF DOWNTOWN BUSINESS IMPROVEMENT &amp; REVITALIZATION DISTRICT</b>		
<b>BUDGET</b>		
	<b>Adopted</b>	<b>Management</b>
	<b>07/01/14-06/30/15</b>	<b>Contract</b>
<b>INCOME</b>		
BID Property Owner Tax Assessments November	\$ 63,749	\$ 63,749
BID Property Owner Tax Assessments May	\$ 63,749	\$ 63,749
City of Flagstaff (in lieu of tax assessment) July	\$ 11,870	\$ 11,870
Cocconino County (in lieu of tax assessment) July	\$ 29,132	\$ 29,132
Other Contributions		
City Of Flagstaff IGA (one time) July 2014	\$ 127,000	\$ -
One Time Infrastructure Project	\$ -	\$ -
	\$ -	\$ -
Grants	\$ -	\$ -
Sponsorships	\$ -	\$ -
Events	\$ -	
Carry Forwards	\$ -	\$ -
<b>Total Income</b>	<b>\$ 295,500</b>	<b>\$ 168,500</b>
<b>EXPENSES</b>		
Management (Administration & Advocacy)		
Executive Director ( <i>estimated \$75,000 per year, also serves as Clerk &amp; Treasurer</i> )	\$ 75,000	\$ 75,000
Administrative Assistant ( <i>estimated \$12.50/hour, 25 hours per week</i> )	\$ 16,250	\$ 16,250
Employment Related Expenses ( <i>payroll taxes, benefits, etc</i> )	\$ 15,005	\$ 15,969
Management (Administration & Advocacy)	\$ 106,255	\$ 107,219
Overhead		
Office Space ( <i>estimated \$500 per month</i> )	\$ 6,000	\$ 6,000
Supplies ( <i>estimated \$75 per month</i> )	\$ 900	\$ 600
Telephones/Fax/Email ( <i>estimated \$175 per month</i> )	\$ 2,100	\$ 1,500
Dues/Subscriptions ( <i>e.g. International Downtown Association</i> )	\$ 650	\$ 650
Postage	\$ 400	\$ 400
Bank Charges	\$ 600	\$ 300
Overhead	\$ 10,650	\$ 9,450

Professional Services		
Bookkeeping	\$ 1,800	\$ 1,800
Accounting (annual audit and annual tax prep)	\$ 9,000	\$ 1,000
Legal Counsel (board meetings, issues, heritage square legal review)	\$ 8,700	\$ 1,500
Insurance (property, liability, worker's comp.)	\$ 5,000	\$ 4,500
Equipment (office equipment & furniture)	\$ 5,000	\$ 1,000
Parking Development	\$ 25,000	\$ -
Professional Services	\$ 54,500	\$ 9,800
One Time District Formation Related Expenses		
Legal Counsel	\$ 10,000	\$ -
Tax Election	\$ 10,000	\$ -
One Time Infrastructure Project	\$ -	\$ -
Miscellaneous (to include search/relocation/hiring of ED)	\$ 15,000	\$ -
One Time District Formation Related Expenses	\$ 35,000	\$ -
Marketing & Communication		
Visitor Outreach (maps, directories, etc)	\$ 10,000	\$ 5,000
Publications	\$ 2,500	\$ 1,500
Meetings (to host Downtown Stakeholders)	\$ 700	\$ 500
Website (build, host, maintain, update)	\$ 9,300	\$ 5,000
Marketing & Communication	\$ 22,500	\$ 12,000
Enhanced Downtown Services		
Contracted Personnel (2 persons, 20hrs/week @\$10.00/hr)	\$ 20,800	\$ 20,800
Uniforms and Equipment	\$ 3,750	\$ 1,500
Background Checks & Drug Screenings	\$ 1,000	\$ 500
Enhanced Downtown Services	\$ 25,550	\$ 22,800
<b>Total Expenses</b>	<b>\$ 254,455</b>	<b>\$ 161,269</b>
<b>Net Income/Carry Forward</b>	<b>\$ 41,045</b>	<b>\$ 7,231</b>

**APPENDIX C  
DRAFT SERVICE AGREEMENT**

**SERVICE AGREEMENT  
FOR  
MANAGEMENT SERVICES**

**FLAGSTAFF DOWNTOWN BUSINESS  
IMPROVEMENT AND REVITALIZATION DISTRICT  
and**

---

This Agreement for management services ("Agreement") is made as of \_\_\_\_\_, 2014, by and between the Flagstaff Downtown Business Improvement and Revitalization District ("District"), an Arizona special taxing district, and [Party's Name], [Form of organization], with offices at [Party's address] ("Provider").

**RECITALS**

- A. The District desires to enter into this Agreement in order to obtain management services, as outlined in the Scope of Services section of the RFP document, No. 2015-10; and
- B. Provider has available and offers to provide the personnel necessary to provide management services within the required time in accordance with the Scope of Services included in this Agreement;

For the reasons recited above, and in consideration of the mutual covenants contained in this Agreement, the District and Provider agree as follows:

**1. SERVICES TO BE PERFORMED BY PROVIDER**

Provider agrees to perform the following services:

- 1.1 Provider agrees to provide the services as set forth in detail in Exhibit "A" attached and incorporated in this Agreement.
- 1.2 Provider warrants that all materials, services or construction delivered under the Agreement shall conform to the specifications of the Agreement. The District's receipt or inspection of the materials, services, or construction specified shall not alter or affect the obligations of Provider or the rights of the District under the foregoing warranty.
- 1.3 All services, information, computer program elements, reports and other deliverables which may be created under the Agreement are the sole property of the District and shall not be used or released by Provider or any other person except with prior written permission of the District.

**2. COMPENSATION OF PROVIDER**

Provider agrees to provide all of the services set forth in Exhibit "A" for prices not to exceed the amounts set forth in the fee/price schedule, attached as Exhibit "B".

**3. RIGHTS AND OBLIGATIONS OF PROVIDER**

- 3.1 Independent Contractor.** The parties agree that Provider performs specialized services and that Provider enters into this Agreement with the District as an independent contractor. Nothing in this Agreement shall be construed to constitute Provider or any of Provider's agents or employees as an agent, employee or representative of the District. As an independent contractor, Provider is solely responsible for all labor and expenses in connection with this Agreement and for any and all damages arising out of Provider's performance under this Agreement.

**3.2 Provider’s Control of Work.** All services to be provided by Provider shall be performed as determined by the District in accordance with the Scope of Services set forth in Exhibit “A.” Provider shall furnish the qualified personnel, materials, equipment and other items necessary to carry out the terms of this Agreement. Provider shall be responsible for, and in full control of, the work of all such personnel.

**3.3 Reports to the District.** Although Provider is responsible for control and supervision of work performed under this Agreement, the services provided shall be acceptable to the District and shall be subject to a general right of inspection and supervision to ensure satisfactory completion. This right of inspection and supervision shall include, but not be limited to, all reports to be provided by Provider to the District and the right of the District, as set forth in the Scope of Services, and the right of the District to audit Provider’s records.

**3.4 Compliance with All Laws.** Provider shall comply with all applicable laws, ordinances, rules, regulations and executive orders of the federal, state and local government, which may affect the performance of this Agreement. Any provision required by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement shall be deemed inserted, whether or not such provisions appear in this Agreement.

**4. NOTICE PROVISIONS**

Notice. Any notice concerning this Agreement shall be in writing and sent by certified or registered mail as follows:

To the District’s Authorized Representative  
 (“Contract Administrator”):

District Treasurer  
Flagstaff Downtown Business Improvement  
 and Revitalization District  
 \_\_\_\_\_  
Flagstaff, Arizona 86001

**To Provider:**

Provider's representative's name, title  
Provider's name, e.g. name of corporation  
Address Line 1  
Address Line 2  
City, State Zip Code

**5. INDEMNIFICATION**

To the fullest extent permitted by law, Provider shall indemnify, defend, save and hold harmless the District of Flagstaff and its officers, officials, agents, and employees (“Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) (“Claims”) including claims for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Provider or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers’ Compensation Law or arising out of the failure of such Provider to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Provider from and against any and all claims. It is agreed that Provider shall be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Provider shall waive all rights of subrogation against the District, its officers, officials, agents and employees for losses arising from the work performed by Provider for the District.

**6. INSURANCE**

Provider and subcontractors shall procure and maintain insurance against claims for injury to persons or damage to property, which may arise from or in connection with this Agreement by the Provider, Provider’s agents, representatives, employees or contractors until all of their obligations under this Agreement have been discharged, including any warranty periods. The insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The District does not represent or warrant that the minimum limits set forth in this Agreement are sufficient to protect the Provider from liabilities that might arise out of this Agreement, and Provider is free to purchase such additional insurance as Provider may determine is necessary.

**6.1. Minimum Scope and Limits of Insurance.** Provider shall provide coverage at least as broad and with limits not less than those stated below.

- 6.1.1. Commercial General Liability - Occurrence Form  
(Form CG 0001, ed. 10/93 or any replacement thereof)
 

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (any one fire)	\$500,000
Medical Expense (any one person)	Optional
  
- 6.1.2. Automobile Liability - Any Automobile or Owned, Hired and Non-owned Vehicles  
(Form CA 0001, ed. 12/93 or any replacement thereof)
 

Combined Single Limit Per Accident for Bodily Injury and Property Damage	\$1,000,000
---	-------------
  
- 6.1.3. Workers' Compensation and Employer's Liability
 

Workers' Compensation	Statutory
Employer's Liability: Each Accident	\$500,000
Disease - Each Employee	\$500,000
Disease - Policy Limit	\$500,000
  
- 6.1.4. Professional Liability \$1,000,000

**6.2 Self-insured Retention/Deductibles.** Any self-insured retentions and deductibles must be declared to and approved by the District. If not approved, the District may require that the insurer reduce or eliminate such self-insured retentions with respect to the District, its officers, agents, employees, and volunteers.

**6.3. Other Insurance Requirements.** The policies shall contain, or be endorsed to contain, the following provisions:

- 6.3.1 Commercial General Liability and Automobile Liability Coverages. The District, its officers, officials, agents and employees shall be named as additional insureds with respect to liability arising out of the use and/or occupancy of the Premises subject to this Agreement and activities performed by or on behalf of the Provider, including products and completed operations of the Provider; and automobiles owned, leased, hired or borrowed by the Provider.
- 6.3.2 The Provider's insurance shall contain broad form contractual liability coverage.
- 6.3.3 The District, its officers, officials, agents and employees volunteers shall be named as additional insureds to the full limits of liability purchased by the Provider even if those limits of liability are in excess of those required by this Agreement.
- 6.3.4. The Provider's insurance coverage shall be primary insurance with respect to the District, its officers, officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, agents and employees, shall be in excess of the coverage of the Provider's insurance and shall not contribute to it.
- 6.3.5 The Provider's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 6.3.6 Coverage provided by the Provider shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

6.3.7 The policies shall contain a waiver of subrogation against the District, its officers, officials, agents and employees for losses arising from work performed by Provider for the District.

**6.6 Notice of Cancellation.** Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the District. When cancellation is for non-payment of premium, then at least ten (10) days' prior notice shall be given to the District. Notices required by this section shall be sent directly to the District's Treasurer, [REDACTED], at [REDACTED], Flagstaff, Arizona 86001.

**6.7 Acceptability of Insurers.** Provider shall place insurance hereunder with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A-: VII. The District does not represent or warrant that the above required minimum insurer rating is sufficient to provide the Provider from potential insurer insolvency.

**6.8 Verification of Coverage.** The Provider shall furnish the District with certificates of insurance (ACORD form) as required by this Agreement. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the certificate of insurance.

6.8.1 The District must receive and approve all certificates of insurance before the Provider commences work. Each insurance policy required by this Agreement shall be in effect at, or before, commencement of work under this Agreement and shall remain in effect until all Provider's and its subcontractors' obligations under this Agreement have been met. The Provider's failure to maintain the insurance policies as required by this Agreement or to provide timely evidence of renewal will be considered a material breach of this Agreement.

6.8.2 All certificates of insurance shall be sent directly to the District's Treasurer, [REDACTED], at [REDACTED], Flagstaff, Arizona 86001.. The District project/contract number and project description shall be noted on the certificates of insurance. The District reserves the right to require, and receive within ten (10) days, complete, certified copies of all insurance policies and endorsements required by this Agreement at any time. The District shall not be obligated, however, to review any insurance policies or to advise Provider of any deficiencies in such policies and endorsements. The District's receipt of Provider's policies or endorsements shall not relieve Provider from, or be deemed a waiver of, the District's right to insist on strict fulfillment of Provider's obligations under this Agreement.

**6.9 Subcontractors.** Provider's certificate(s) shall include all subcontractors as additional insureds under its policies, or Provider shall furnish to the District separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

**6.10 Approval.** Any modification or variation from the insurance requirements in this Agreement must have the prior approval of the District's attorney, whose decision shall be final. Such action will not require a formal Agreement amendment but may be made by administrative action.

## **7. DEFAULT AND TERMINATION**

**7.1 Events of Default Defined.** The following shall be Events of Default under this Agreement:

7.1.1 Any material misrepresentation made by Provider to the District;

7.1.2 Any failure by Provider to perform its obligations under this Agreement including, but not limited to, the following:

7.1.2.1 Failure to commence work at the time(s) specified in this Agreement due to a reason or circumstance within Provider's reasonable control;

- 7.1.2.2 Failure to perform the work with sufficient personnel and equipment or with sufficient equipment to ensure completion of the work within the specified time due to a reason or circumstance within Provider's reasonable control;
- 7.1.2.3 Failure to perform the work in a manner reasonably satisfactory to the District;
- 7.1.2.4 Failure to promptly correct or re-perform within a reasonable time work that was rejected by the District as unsatisfactory or erroneous;
- 7.1.2.5 Discontinuance of the work for reasons not beyond Provider's reasonable control;
- 7.1.2.6 Unsatisfactory performance as judged by the Contract Administrator;
- 7.1.2.7 Failure to provide the District, upon request, with adequate assurance of future performance;
- 7.1.2.8 Failure to comply with a material term of this Agreement, including, but not limited to, the provision of insurance; and
- 7.1.2.9 Any other acts specifically stated in this Agreement as constituting a default or a breach of this Agreement.

**7.2 Remedies.**

7.2.1 Upon the occurrence of any Event of Default, the District may declare Provider in default under this Agreement. The District shall provide written notification of the Event of Default. If such Event of Default is not cured within seven (7) days of receipt of the notification, the District may invoke any or all of the following remedies:

- 7.2.1.1 The right to cancel this Agreement as to any or all of the services yet to be performed;
- 7.2.1.2 The right of specific performance, an injunction or any other appropriate equitable remedy;
- 7.2.1.3 The right to monetary damages;
- 7.2.1.4 The right to withhold all or any part of Provider's compensation under this Agreement;
- 7.2.1.5 The right to deem Provider non-responsive in future contracts to be awarded by the District; and
- 7.2.1.6 The right to seek recoupment of public funds spent for impermissible purposes.

7.2.2 The District may elect not to declare an Event of Default or default under this Agreement or to terminate this Agreement upon the occurrence of an Event of Default. The parties acknowledge that this provision is solely for the benefit of the District, and that if the District allows Provider to continue to provide the Services despite the occurrence of one or more Events of Default, Provider shall in no way be relieved of any of its responsibilities or obligations under this Agreement, nor shall the District be deemed to waive or relinquish any of its rights under this Agreement.

7.2.3 In the Event of Default by the Provider, the District shall not be liable to Provider for any amount, and Provider may be liable to the District for any and all damages sustained by reason of the default which gave rise to the termination.

**7.3 Right to Offset.** Any costs, including but not limited to attorney's fees, costs of remediation, and costs of delay, incurred by the District due to default of Proposer, or due to the District's exercise any of the remedies available to it under this Agreement, may be offset by use of any payment due for services completed before the



default or the exercise of any remedies. If the offset amount is insufficient to cover excess costs, Provider shall be liable for and shall remit promptly to the District the balance upon written demand from the District.

**7.4 Termination for Convenience.** The District reserves the right to terminate, with or without cause, this Agreement upon ninety (90) days written notice. The District shall be responsible only for those standard items or services which have been delivered and accepted. If any items being purchased are truly unique and therefore not saleable or useable for any other application, the District shall reimburse Proposer for actual labor, material, and burden costs, plus a profit not to exceed 8%. Title to all materials, work in progress, and completed but undelivered goods, shall pass to the District after costs are claimed and allowed. Proposer shall submit detailed cost claims in an acceptable manner and shall permit the District to examine such books and records as may be necessary in order to verify the reasonableness of any claims.

## **8. GENERAL PROVISIONS**

**8.1 Headings.** The article and section headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

**8.2 Jurisdiction and Venue.** This Agreement shall be administered and interpreted under the laws of the State of Arizona. Provider hereby submits itself to the original jurisdiction of those courts located within Coconino County, Arizona.

**8.3 Attorney's Fees.** Subject to Section 8.11, if suit or action is initiated in connection with any controversy arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to costs, such sum as the court, including an appellate court, may adjudge reasonable as attorney fees.

**8.4 Severability.** If any term or provision of this Agreement shall be found by a court of competent jurisdiction to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, the remainder of this Agreement shall remain in full force and effect and such term or provision shall be deemed to be deleted.

**8.5 Successors and Assigns.** No right or interest in the Agreement shall be assigned by Provider without prior written permission of the District, and no delegation of any duty of Provider shall be made without prior written permission of the District. The District shall not unreasonably withhold approval and shall notify Provider of the District's position within fifteen (15) days of receipt of written notice by Provider. This Agreement shall extend to and be binding upon the Provider, its successors and assigns, including any individual, company, partnership, or other entity with or into which the Provider shall merge, consolidate, or be liquidated, or any person, corporation, partnership, or other entity to which the Provider shall sell its assets.

**8.6 Subcontracts.** No subcontract shall be entered into by Provider with any other party to furnish any service specified in this Agreement without the advance written approval of the District. All subcontracts shall comply with Federal, State and local laws and regulations that are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth in the Agreement which shall apply with equal force to the subcontract, as if the subcontractor were the Provider. Provider is responsible for contract performance whether or not subcontractors are used. The District shall not unreasonably withhold approval and shall notify Provider of the District's position within fifteen (15) days of receipt of written notice by Provider. Provider shall be responsible for executing the agreement with subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

**8.7 Conflict of Interest.** Provider covenants that Provider presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Provider further covenants that in the performance of this Agreement, Provider shall not engage any employee or apprentice having any such interest. The parties agree that this Agreement may be cancelled for conflict of interest in accordance with Arizona Revised Statutes § 38-511.

**8.8 Authority to Contract.** Each party represents and warrants that it has full power and authority to enter into this Agreement and perform its obligations hereunder, and that it has taken all actions necessary to authorize entering into this Agreement.

**8.9 Integration.** This Agreement represents the entire understanding of District and Provider as to those matters contained in this Agreement, and no prior oral or written understanding shall be of any force or effect with respect to those matters, except for documents comprising the RFP Package that have been incorporated into this Agreement. This Agreement may not be modified or altered except in writing signed by duly authorized representatives of the parties.

**8.10 Non Appropriation.** If the District's Board does not appropriate funds to continue this Agreement and pay for charges under this Agreement, the District may terminate this Agreement at the end of the current fiscal period, or at the time that funds are no longer available to meet the District's payment obligations. The District agrees to give written notice of termination to the Provider at least thirty (30) days prior to any termination for a lack of funds and will pay to the Provider all approved charges incurred prior to Provider's receipt of such notice, subject to the availability of funds appropriated and budgeted by the District to fund payments under this Agreement.

**8.11 Mediation.** If a dispute arises out of or relates to this Agreement, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation or some other dispute resolution procedure. Mediation shall take place in Flagstaff, Arizona, shall be self-administered, and shall be conducted under the CPR Mediation Procedures established by the CPR Institute for Dispute Resolution, 366 Madison Avenue, New York, NY 10017, (212) 949-6490, [www.cpradr.org](http://www.cpradr.org) with the exception of the mediator selection provisions, unless other procedures are agreed upon by the parties. Unless the parties agree otherwise, the mediator(s) shall be selected from panels of mediators trained under the Alternative Dispute Resolution Program of the Coconino County Superior Court. Each party agrees to bear its own costs in mediation. The parties shall not be obligated to mediate if an indispensable party is unwilling to join the mediation. This mediation provision shall not constitute a waiver of the parties' right to initiate legal action if a dispute is not resolved through good faith negotiation or mediation, or if a party seeks provisional relief under the Arizona Rules of Civil Procedure.

**8.12 Non-Discrimination.** Provider shall not discriminate against any employee, or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 75-5 as modified by State Executive Order 99-4 or A.R.S. 41-1461 et. seq. The Provider shall be required to comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.

**8.13 Compliance with Federal Immigration Laws and Regulations.** Provider hereby warrants to the District that the Provider and each of its subcontractors ("Subcontractors") will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to its employees and A.R.S. §23-214(A) (hereinafter "Provider Immigration Warranty").

8.13.1 A breach of the Provider Immigration Warranty shall constitute a material breach of this Agreement and shall subject the Provider to penalties up to and including termination of this Agreement at the sole discretion of the District.

8.13.2 The District retains the legal right to inspect the papers of any Provider or Subcontractor employee who works on this Agreement to ensure that the Provider or Subcontractor is complying with the Provider Immigration Warranty. Provider agrees to assist the District in regard to any such inspections.

8.13.3 The District may, at its sole discretion, conduct random verification of the employment records of the Provider and any of Subcontractors to ensure compliance with Provider's Immigration Warranty. Provider agrees to assist the District in regard to any random verifications performed.

8.13.4 The provisions of this Article must be included in any contract the Provider enters into with any and all of its Subcontractors who provide services under this Agreement 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.

**8.14 Anti-Trust Violations.** The District maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the Provider. Therefore, to the extent permitted by law, Provider hereby assigns to the District any and all claims for such overcharges as to the goods or services used to fulfill this Agreement.

**8.15 Advertising.** Proposer shall not advertise or publish information concerning the Agreement, without the prior written consent of the District.

**8.16 Inspection.** All material, services or construction are subject to final inspection and acceptance by the District. The District may, at reasonable times and at its expense, inspect the plant or place of business of Provider or its subcontractor(s) which is related to the performance of this Agreement. This right of inspection and supervision shall include, but not be limited to the right of the District to audit Provider's records.

**8.17 Force Majeure.** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Agreement if and to the extent that such party's performance of this Agreement is prevented by reason of force majeure.

8.17.1 The term "force majeure" means an occurrence that is unforeseeable and beyond the control of the party affected, which occurs without its fault or negligence, and which it is unable to prevent by exercising reasonable diligence. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, lockouts, injunctions-intervention-acts, or unreasonable failures or refusal to act by government authority, and other similar occurrences. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party, in writing, of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this agreement.

8.17.2 Force majeure shall not include the following occurrences:

8.17.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or by an oversold condition of the market.

8.17.2.2 Late performance by a Subcontractor unless the delay arises directly out of a force majeure occurrence in accordance with this force majeure term and condition. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that, such delay or failure is caused by force majeure.

8.17.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing as soon as is practical, of the commencement of such delay and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed certified-return receipt and shall make a specific reference to this section, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Agreement modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Agreement.

## 9. DURATION

This Agreement shall become effective on and from the day and year executed by the parties, indicated below, and shall continue in force until **[END DATE OF INTIAL TERM]** unless sooner terminated as provided above. The District reserves the right to unilaterally extend the period of the Agreement for ninety (90) days beyond the stated termination date. In addition, by mutual written amendment, the Agreement may be renewed for supplemental periods of up to **[NUMBER OF ADDITIONAL TERMS]** additional one (1) year terms.

**Flagstaff Downtown Business Improvement  
and Revitalization District**

**Provider**

\_\_\_\_\_  
John Vanlandingham, Chairman

\_\_\_\_\_  
**By:**  
[Authorized signatory's name and title]

Attest:

\_\_\_\_\_  
District Clerk

Approved as to form:

\_\_\_\_\_  
Attorney for the District

**EXHIBIT A****SCOPE OF WORK**

The District requires the following services under this contract for management services:

**1. Budget and Finance**

- 1.1 Preparation of detailed operating budgets for each fiscal year no later than June 15 of each year;
- 1.2 Preparation of written annual report at the conclusion of each calendar year that accounts for revenues, expenditures and services provided in benefit of the District;
- 1.3 Creation and maintaining of a district database that includes a map of the district, property ownership, property owner contact information, assessed value, and current use (e.g., retail, office, government, ROW) (“District Database”);
- 1.4 Identifying, prioritizing, and estimating revenues and expenses for “enhanced municipal services” that the District may seek to provide in the foreseeable future.

**2. Management and Operations**

- 2.1 Preparation of annual work plans at the direction and the approval of the District board;
- 2.2 Assignment of a responsible person to serve as administrative staff/liaison for the District Board and Officers;
- 2.3 Employment of an executive director for the management of the District, to perform tasks and functions including but not limited to the following:
  - 2.3.1 Serving as the single point of contact for the District and District members;
  - 2.3.2 Communicating individual and District needs to the District;
  - 2.3.3 Receiving and aiding in resolution of complaints of District members and/or stakeholders;
  - 2.3.4 Creating and maintaining a district website page to be used for stakeholders and the public;
  - 2.3.5 Creating and maintaining an inventory of District services provided within the district that includes the types of service, annual budget allocation, frequency, providing agency, and providing agency contact information (“Inventory of District Services”);
  - 2.3.6 Creating and maintaining an inventory of public infrastructure that exists within the district that includes types of infrastructure, condition, maintenance needs, existent capital improvement plans, and suggestions for improvements (“Public Infrastructure Inventory”);
  - 2.3.7 Assigning a responsible person to review and provide written advisory comments regarding Special Event Permits proposed for locations in the District, identifying the concerns of the District or District members, proposing conditions that would mitigate concerns, and recommending approval or denial (“Special Event Permit Review”);
  - 2.3.8 Reviewing and providing written advisory comments regarding City initiatives (programs, ordinances, plans, projects, and so forth) that affect the District or District members (“City Initiative Review”);
  - 2.3.9 Meeting monthly with Police Department and Economic Vitality Division staff, and as necessary with other City staff, to coordinate District and/or City initiatives (programs, ordinances, plans, projects, and so forth), to discuss District or District members concerns and solutions, and other matters as appropriate;
  - 2.3.10 As necessary, meeting with and coordinating District initiatives (programs, plans, projects, and so forth) and other matters as appropriate with Federal, State, or regional government agencies (such as the Flagstaff Metropolitan Planning Organization, Coconino County, or Tribal agencies) including upon the request of the City Manager, participating in joint meetings with such agencies (“Coordinate with Other Agencies”).

2.4 Manage a portion of the adopted Fiscal Year 2014-2015 budget. The entire adopted budget is \$254,455. This contract will manage \$161,269 of the adopted budget in the categories as shown in Appendix B. \$161,269 is the entire amount available to pay for the Management Contract, including the personnel, contractual, commodities and other line items as shown in Appendix B. In addition to the assignment of a responsible person as detailed in Section 2.1, the budget plan anticipates:

- 2.4.1 Administrative support to be provided
- 2.4.2 Office space to be secured
- 2.4.3 Professional services including bookkeeping, accounting, and insurance
- 2.4.4 Marketing and outreach is provided through personal contact, written outreach, website development, and other appropriate means
- 2.4.5 Enhanced Downtown Services are provided which includes but is not limited to 40 hours per week of contracted personnel.

**3. Management of Public Infrastructure Improvement, including but not limited to the following:**

- 3.1 Identifying and proposing at least one public infrastructure improvement project to the District Board as required for a Revitalization District. The total value of work proposed shall be no less than \$15,000.  
 Completion date: Nine (9) months from June 4, 2014 (March 4, 2015)  
 Penalty if not completed on time: \$1,000
- 3.2 Secure funding for the proposed public infrastructure improvement project(s)  
 Completion date: Twelve (12) months from June 4, 2014 (June 4, 2015)  
 Penalty if not completed on time: \$1,000
- 3.3 Cause and manage the preparation of project plans for the proposed public infrastructure improvement project(s). Obtain and pay for all required approvals and permits. Procure professional services if required by Arizona law and procure all services as required by Arizona law.  
 Completion date: Fifteen (15) months after June 4, 2014 (September 4, 2015)  
 Penalty if not completed on time: \$5,000
- 3.4 Contract for and manage the construction of the proposed public infrastructure improvement project(s). Procure licensed contractor and all services as required by Arizona law.  
 Completion: Twenty-four (24) months after June 4, 2014 (June 4, 2016)  
 Penalty if not completed on time: \$5,000

**4. Heritage Square Plaza**

With legal counsel retained by the District or management agency, review all documents related to Heritage Square Plaza (including but not limited to Disposition and Development Agreement; Rules and Regulations; Declaration of Public Plaza Easement dated May 20, 1997; Declaration of Public Plaza Easement dated June 4, 1996) and recommend whether the District should consider assuming any responsibilities for operations and maintenance.

<b>FLAGSTAFF DOWNTOWN BUSINESS IMPROVEMENT &amp; REVITALIZATION DISTRICT</b>		
<b>BUDGET</b>		
	<b>Adopted</b>	<b>Management</b>
	<b>07/01/14-06/30/15</b>	<b>Contract</b>
<b>INCOME</b>		
BID Property Owner Tax Assessments November	\$ 63,749	\$ 63,749
BID Property Owner Tax Assessments May	\$ 63,749	\$ 63,749
City of Flagstaff (in lieu of tax assessment) July	\$ 11,870	\$ 11,870
Cocorino County (in lieu of tax assessment) July	\$ 29,132	\$ 29,132
Other Contributions		
City Of Flagstaff IGA (one time) July 2014	\$ 127,000	\$ -
One Time Infrastructure Project	\$ -	\$ -
	\$ -	\$ -
Grants	\$ -	\$ -
Sponsorships	\$ -	\$ -
Events	\$ -	
Carry Forwards	\$ -	\$ -
<b>Total Income</b>	<b>\$ 295,500</b>	<b>\$ 168,500</b>
<b>EXPENSES</b>		
Management (Administration & Advocacy)		
Executive Director ( <i>estimated \$75,000 per year, also serves as Clerk &amp; Treasurer</i> )	\$ 75,000	\$ 75,000
Administrative Assistant ( <i>estimated \$12.50/hour, 25 hours per week</i> )	\$ 16,250	\$ 16,250
Employment Related Expenses ( <i>payroll taxes, benefits, etc</i> )	\$ 15,005	\$ 15,969
Management (Administration & Advocacy)	\$ 106,255	\$ 107,219
Overhead		
Office Space ( <i>estimated \$500 per month</i> )	\$ 6,000	\$ 6,000
Supplies ( <i>estimated \$75 per month</i> )	\$ 900	\$ 600
Telephones/Fax/Email ( <i>estimated \$175 per month</i> )	\$ 2,100	\$ 1,500
Dues/Subscriptions ( <i>e.g. International Downtown Association</i> )	\$ 650	\$ 650
Postage	\$ 400	\$ 400
Bank Charges	\$ 600	\$ 300
Overhead	\$ 10,650	\$ 9,450

Professional Services		
Bookkeeping	\$ 1,800	\$ 1,800
Accounting <i>(annual audit and annual tax prep)</i>	\$ 9,000	\$ 1,000
Legal Counsel <i>(board meetings, issues, heritage square legal review)</i>	\$ 8,700	\$ 1,500
Insurance <i>(property, liability, worker's comp.)</i>	\$ 5,000	\$ 4,500
Equipment <i>(office equipment &amp; furniture)</i>	\$ 5,000	\$ 1,000
Parking Development	\$ 25,000	\$ -
Professional Services	\$ 54,500	\$ 9,800
One Time District Formation Related Expenses		
Legal Counsel	\$ 10,000	\$ -
Tax Election	\$ 10,000	\$ -
One Time Infrastructure Project	\$ -	\$ -
Miscellaneous <i>(to include search/relocation/hiring of ED)</i>	\$ 15,000	\$ -
One Time District Formation Related Expenses	\$ 35,000	\$ -
Marketing & Communication		
Visitor Outreach <i>(maps, directories, etc)</i>	\$ 10,000	\$ 5,000
Publications	\$ 2,500	\$ 1,500
Meetings <i>(to host Downtown Stakeholders)</i>	\$ 700	\$ 500
Website <i>(build, host, maintain, update)</i>	\$ 9,300	\$ 5,000
Marketing & Communication	\$ 22,500	\$ 12,000
Enhanced Downtown Services		
Contracted Personnel <i>(2 persons, 20hrs/week @\$10.00/hr)</i>	\$ 20,800	\$ 20,800
Uniforms and Equipment	\$ 3,750	\$ 1,500
Background Checks & Drug Screenings	\$ 1,000	\$ 500
Enhanced Downtown Services	\$ 25,550	\$ 22,800
<b>Total Expenses</b>	<b>\$ 254,455</b>	<b>\$ 161,269</b>
<b>Net Income/Carry Forward</b>	<b>\$ 41,045</b>	<b>\$ 7,231</b>