

TOWN OF FLORENCE REQUEST FOR PROPOSAL



PROJECT OR SERVICE: 89th Annual Junior Parada Rodeo – Event Producer

LOCATION OF PROJECT: 11608 State Highway 79
Florence, AZ 85132

PROPOSAL DUE DATE / TIME: Tuesday, August 17, 2021/ 2:00 p.m.

PROPOSAL SUBMITTAL TYPE: In-Person (Original & Electronic)
SUBMITTAL LOCATION: Town Hall, 775 N Main St.
Florence, AZ 85132

CONTACT: Hezekiah Allen
EMAIL ADDRESS: hezekiah.allen@florenceaz.gov
PHONE: 520-868-7582

Submittals

Firms (vendors) wishing to submit proposals should do so by 2:00 p.m, Tuesday, August 17, 2021. Each submittal shall include one original and an electronic version of the same on a thumb drive. Please provide the firm's (vendor's) proposal to the Town of Florence Town Clerk's Office at 775 N Main Street, Florence, AZ 85132 within your submittal.

This is a "Request for Proposal." Only successful firms (vendors) will be contacted of the Town of Florence's intent to discuss the services proposed.

This Request for Proposal document must be completed and submitted with your proposal.

Thank you for your consideration in proposing on this project for the Town of Florence.

To schedule site access, please contact: Hezekiah Allen at 520-868-7582.

PROPOSAL

The Town of Florence reserves the right to reject any or all responses, or to accept any response, or to waive any informality in any response, or to withhold the award if deemed in the best interest of the Town of Florence.

Vendor Information	
Company Name:	
Contact Name:	
Address:	
City, State, ZIP:	
Phone Number:	
Email Address:	

Proposal Break-Down	
COST:	
SHIPPING:	
TAXES:	
TOTAL PROPOSAL:	

Vendor Signature

Date

***** Please Attach Detailed Event Budget *****

Failure to attach a detailed event budget may result in the proposal to be considered non-responsive.

Junior Parada Event Producer

Project

The Town of Florence is seeking a highly qualified individual or organization to produce the 89th Annual Junior Parada Rodeo, held on Thanksgiving weekend (November 26-28, 2021).

Need

The Town of Florence has identified a need for a professional firm to plan, organize, and facilitate the 89th Annual Junior Parada Rodeo.

Background Information

Mr. Charles Whitlow started the Junior Parada in 1932, during the Great Depression, to raise money for local schools. Since its beginning, the Junior Parada has held a special place in the hearts of Florence residents.

The Town of Florence is committed to fostering traditions enhancing the quality-of-life for all residents and visitors. The Junior Parada embodies this commitment. The chosen proposal will be forward-thinking and focused on providing the best youth rodeo possible. A successful event will have excellent spectator attendance, a large number of contestants, and significant positive media exposure throughout the region. The Town of Florence looks forward to creating a positive partnership that enhances the Junior Parada, showcases Florence, and attracts economic activity to the Town.

Scope of Work

The 89th Annual Junior Parada Rodeo will be held on Thanksgiving weekend (November 26-28, 2021) at the Charles Whitlow Rodeo Grounds. The Charles Whitlow Rodeo Grounds is a traditional rodeo facility with six rough stock chutes, a main arena, roping chutes, holding pens, a warm-up arena, a ticket booth, and an announcer stand. The rodeo grounds are owned by the Town of Florence and are located two miles south of Downtown on State Highway 79. The Town of Florence is currently planning for various improvements to the rodeo grounds. Until those improvements are completed, the restrooms, snack shack, and facility water are inoperable. The selected firm (vendor) will agree to provide the following services, as part of this agreement:

1. Provide all items necessary to provide a safe and successful Junior Parada Rodeo.
2. Furnish all necessary staff and oversight.
3. Ensure warm-up and primary arena ground material are suitable for the events taking place.
4. Furnish all stock/feed needed for a complete Youth Rodeo.
5. Provide awards for rodeo participants.
6. Work with a sanctioned rodeo producer to ensure adequate rodeo participation.
7. Furnish announcer for the event.
8. Furnish judges for all rodeo events.
9. Coordinate a successful Junior Parada Royalty program to include Rodeo Queen, Rodeo Princess, and Jr. Parada Sweethearts. Honorees are the rodeo's ambassadors and will represent and promote the Junior Parada at local and regional events.

10. Design, provide and facilitate a marketing campaign to promote the event. Develop an event-specific website to include event updates and photos, and to act as a landing page for Junior Parada Rodeo information.
11. Create an event program publication and provide hard copies for all attendees.
12. Create sponsorship packages, and obtain sponsors for the event.
13. Work with Town to develop a Traffic Control Plan and determine needed resources.
14. Clean up arena/grounds after rodeo events are complete.
15. Provide an in-depth wrap-up evaluation of rodeo, including budget, marketing reach, and performance standards, including but not limited to; attendance, participation, economic impact (# of out-of-Town visitors), and a Profit & Loss statement.
16. Attend parade pre-planning and wrap-up meetings with Recreation Division.

Project Allocation

The Town of Florence will provide up to \$5,000 dollars to assist in completing the 89th Annual Junior Parada Rodeo. This project is funded within the 2021/2022 Fiscal Budget.

The Town will also provide the following in-kind services at no charge:

- Special Event Application Fee (Waived) (\$25)
- Port-a-Jon Services (4) (\$800)
- Water Truck Services (\$1,000)
- Fire/EMT Services (\$100 an hour)

Insurance

The chosen firm (vendor) must provide, maintain, and cause any subcontractors to provide and maintain appropriate insurance. In no event shall the total coverage be less than the minimum insurance coverage specified below:

1. Commercial General Liability in an amount of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) general aggregate.
2. Automobile Liability in an amount of not less than One Million Dollars (\$1,000,000) per occurrence.
3. Statutory Workers' compensation.

Proposal Evaluation and Selection Process

A Selection Committee will score any submitted proposals.

The Town reserves the right to enter into discussions with the respondent(s) determined to be reasonably susceptible of being selected for an award or enter into exclusive discussions with the respondent whose proposal is deemed most advantageous, whichever is in the Town's best interest.

Submittal

One (1) original hard copy and one electronic copy via thumb drive of the submittal must be delivered in-person no later than the date, time, and location identified. Submittals are limited to 8.5" x11" pages of one-sided text (minimum 12pt. size text) or graphics. An 11" x17" format may be used for graphics. An appendix of resumes for proposed team participants shall be included. Cost related to the development of all submittals shall be the responsibility of the respondent. The Town will make no reimbursement for submittal expenses.

Cover Letter (Maximum of 2 pages)

List the names of individual or organization members and all relevant information. The cover letter shall also identify the individual from the organization that has the authority to negotiate and contractually bind the selected organization or individual.

Scope of Work (Maximum of 15 pages)

Include your specific scope of work, using the information provided in this document as a reference. The scope of work must include the total program cost and how the firm intends on raising any additional funding needed to provide a successful Junior Parada. In addition, detail a list of the events and times the applicant is proposing for the Junior Parada. Also, provide a proposed event marketing proposal for the 2021 Junior Parada.

References (Maximum of 1 page)

A list of at least three (3) references commenting on the individual or organization's professional capabilities. A name, phone number and email address of individuals who may be contacted by the Selection Committee must be included.

Work Examples (Maximum of 3 pages)

At least three (3) referenced examples of recently completed projects of a similar scope to this project shall be included with the submittal.

Additional Information (Maximum of 5 pages)

Additional information pertinent to this project may be attached, as deemed necessary, by the individual or organization. Any information will be treated as a supplement to the submittal but will not necessarily be used as part of the Town's evaluation process.

SELECTION CRITERIA

Firms (vendors) submitting a proposal will be scored on the following criteria:

- Experience 25 points
- Events 25 points
- Scope of Services 35 points
- Total Budget 15 points
- Total Score 100 points

COMPENSATION AND INVOICE REQUIREMENTS

Schedule of payments to selected firms (vendors) (done in two equal portions, based on ultimate contract amount):

- Up to \$2,500 August 2021
- Up to \$2,500 Once closeout report is received (no later than 30 days after the completion of the event.)

The firm (vendor) selected is responsible for invoicing the Town of Florence for the scheduled payments above. Payments will not be made until invoices are received. Please submit all invoices to accountspayable@florenceaz.gov and cc: hezekiah.allen@florenceaz.gov In the event that the event is canceled, the applicant will be responsible for reimbursing the Town of Florence for all monies distributed to the applicant before the event date.

SUBMITTAL DEADLINE

Please transmit one (1) original hard copy, and one electronic copy of the submittal via a thumb drive on, or before 2:00 P.M. Mountain Standard Time on Tuesday, August 17, 2021 to:

Lisa Garcia, Town Clerk
Town Clerk's Office
P O. Box 2670
775 North Main Street
Florence Arizona 85132

All submittals must be identified as "**Proposals – 89th Annual Junior Parada Rodeo – Event Producer.**" *Submittals may not be faxed nor electronically transmitted to the Town.* Submittals must be received by the Town by the prescribed time to receive consideration.

RESERVATION RIGHTS

The Town of Florence reserves the right to reject or accept any and all submittals received. The Town of Florence reserves the sole right to evaluate the submittals received, waive any irregularity, evaluate and select any preferred individual or organization, and/or reject any and all submittals. The Town of Florence may contact the identified respondent/Project Manager from each individual or organization during its review of submittals for additional clarification/information. The Town of Florence also reserves the right to hold any or all submittals for a period of 45 days after the date of the award.

The respondent is entirely responsible for all costs associated with the preparation of their submittal. The Town of Florence will not reimburse the selected individual or organization for any work performed relative to the scope of work prior to the execution of a contract and a Notice to Proceed letter is received by the selected individual or organization. Any questions regarding this project should be directed to the Town's Project Manager: Hezekiah Allen, Community Services Director, at 520-868-7582 or hezekiah.allen@florenceaz.gov.

The Town of Florence is an Affirmative Action/Equal Opportunity Employer. Persons with disabilities requesting reasonable accommodations may contact the Town of Florence ADA Coordinator at (520) 868-7574 or by email at maria.hernandez@florenceaz.gov at least seventy-two (72) hours in advance.

PROTEST PROCEDURE

Protests shall be submitted in writing to: Finance Director, Florence Town Hall, 775 N. Main Street, P O Box 2670, Florence, Arizona 85132, phone (520) 868-7500 within five (5) days of notification of award. Protests must contain: the name, mailing address, email address and telephone number of the protestor; number of the solicitation; all information establishing that the protestor is an aggrieved party; a written statement of the grounds for the protest and, in particular, the Federal, State or local regulation alleged to have been violated (accompanied by any relevant supporting documents); all information establishing timelines of the protest; the course of corrective action the protestor desires the Finance Director to take; and, the signature of the protestor on the written protest. A protest is deemed 'filed' when physically received by the Finance Director or designee and the Town Clerk or designee.

Special Notes

- Proposed price should include all labor, material, taxes, profit, and overhead for the described work.
- Applicant, if chosen, will provide to the Town the following insurance requirements, at least one month before the event:
 - Commercial General Liability in an amount of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) general aggregate.
 - Automobile Liability in an amount of not less than One Million Dollars (\$1,000,000) per occurrence.
 - Statutory Workers' compensation.

END OF SOLICITATION

SAMPLE PARKS AND RECREATION DEPARTMENT SERVICES AGREEMENT

The SERVICES AGREEMENT (the "Agreement") is entered into by and between _____ ("Vendor") and the Town of Florence, a political subdivision of the State of Arizona ("Town"), effective as of _____, 2021 (the "Effective Date"). Town and the Vendor may be referred to in this Agreement collectively as the "parties" and each individually as a "party".

NOW THEREFORE, in consideration of the mutual promises and obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Vendor and Town agree as follows:

Scope of Services: Vendor shall provide the Services described in the Scope of Services attached hereto and incorporated herein as Exhibit "A" (the "Services" or "Scope of Services", or "Program"). All work shall be reviewed and approved by Town's Contract Administrator to determine acceptable completion. Review and approval by the Contract Administrator shall not relieve Vendor of any liability for improper, negligent or inadequate Services rendered pursuant to this Agreement.

Fees: The amount paid to the Vendor under this Agreement, including reimbursable expenses, shall not exceed \$5,000. Vendor shall be paid in full within 30 days of the completion of the Program.

Termination for Convenience: Town has the right to terminate, suspend or abandon this Agreement for cause or convenience, or to terminate any portion of the Services which have not been performed by the Vendor. Town may terminate this Agreement, or any part thereof for its sole convenience, at any time without penalty or recourse. Vendor shall receive payment for Services satisfactorily completed and accepted by Town, as determined by Town in its reasonable discretion, based on the Scope of Services and schedule for payment.

Independent Contractor: It is understood that Vendor shall be an independent contractor with respect to Services provided under this Agreement, and shall not be deemed to be a partner, employee, joint venturer, agent, or to have any other legal relationship with Town. As an independent contractor, Vendor shall: (a) have discretion in deciding upon the method of performing the Services provided; (b) not be entitled to workers' compensation benefits from the Town; (c) not be entitled to any Town sponsored benefit plan; (d) shall select the hours of his/her work; (e) shall provide her/his own equipment and tools; and (f) to the extent required by law, be responsible for obtaining and remaining licensed to provide the Services. Except as otherwise expressly provided herein, Town shall not be responsible for the payment of any taxes, permit fees or licenses incurred or required by Vendor in order to perform Services under this Agreement. Vendor understands that the Vendor is responsible to pay, according to law, the Vendor's income tax, and this may include Vendor's self-employment, social security, and other taxes. As an independent contractor, Vendor is responsible for providing all workers' compensation insurance required by law. Vendor shall be solely responsible for the acts and omissions of its officers, agents, servants, and employees.

Cancellation of Agreement: This Agreement is subject to cancellation by Town pursuant to A.R.S. § 38-511, the provisions of which are incorporated herein by reference.

Indemnification: The Vendor shall at all times indemnify, keep indemnified, defend and save harmless Town and any of its Mayor, council members, agents, officials, officers, representatives, volunteers and employees from any and all claims, demands, suits, actions, proceedings, loss, costs and/or damages of every kind and description including any attorney's fees and/or litigation expenses which may be brought or made against or incurred by Town on account of loss of or damage to any property or for injuries to or death of any person caused by, arising out of, or contributed to, in whole or in part, by reason of any alleged act, omission, professional error, fault, mistake, or negligence of the Vendor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incidental to the performance of this Agreement or arising out Workers' Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of the Vendor or its subcontractors or claims under similar laws or obligations. The Vendor's obligations under this paragraph shall not extend to any liability caused by the sole negligence of Town or its employees.

In the event that any action or proceeding shall at any time be brought against Town by reason of any claim referred to in this Section, the Vendor, at Vendor's sole cost and upon at least 10 day's written notice from Town, shall defend the same with counsel acceptable to Town, in Town's sole discretion. The Vendor's obligations under this Section shall survive the expiration or earlier termination of this Agreement. Insurance provisions set forth in this Agreement are separate and independent from the indemnity provisions of this Section and shall not be construed in any way to limit the scope and magnitude of this Indemnification, nor shall this Indemnification be construed in any way to limit the scope, magnitude or applicability of the insurance provisions.

Notice: Unless otherwise provided herein, demands or notices under this Agreement will be in writing and will be deemed to have been duly given and received either (a) on the date of services if personally delivered to the party to whom notice is to be given, or (b) on the 3rd day after the date of the postmark of deposit by first class United States mail, registered or certified postage prepaid and properly addressed according to the party's place of business as set forth herein.

Insurance:

- A. The Vendor shall provide and maintain and cause any subcontractors to provide and maintain appropriate insurance. In no event shall the total coverage be less than the minimum insurance coverage specified below:
 1. Commercial General Liability in an amount of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) general aggregate.
 2. Automobile Liability in an amount of not less than One Million Dollars (\$1,000,000) per occurrence.
 3. Statutory Workman's compensation.
- B. The Vendor shall name Town, its Mayor, council members, agents, officers, representatives, officials, volunteers and employees as additional insureds and shall specify that the insurance afforded by the Vendor shall be primary insurance and that

any insurance coverage carried or self-insurance by Town, any department or employee shall be excess coverage and not contributory insurance to that provided by the Vendor. Said policy shall contain a severability of interest provision. Town reserves the right to continue payment of premium for which reimbursement shall be deducted from amounts due or subsequently due to Vendor.

- C. Failure on the part of the Vendor to procure and maintain the requested liability insurance and provide proof thereof to Town within ten (10) days following the commencement of a new policy, shall constitute a material breach of the Agreement upon which Town may immediately terminate this Agreement. Within ten (10) days of signing this Agreement, the Vendor shall furnish the Town with copies of the Certificate of Insurance and Endorsements drawn in conformity with the above insurance requirements. Town reserves the right to request and receive certified copies of any or all of the above policies and endorsements.
- D. The Vendor agrees to comply with statutory requirements for both workers' compensation and unemployment insurance coverage during the term of this Agreement. A Certificate of Insurance for workers' compensation coverage shall be provided within ten (10) days of signing this Agreement. The insurer shall agree to waive all rights of subrogation against Town, its Mayor and Council members, its officers, representatives, officials, volunteers, agents, and employees for losses arising from Services performed by the Vendor for Town.
- E. The Vendor is primarily responsible for the risk management of its Services under this Agreement, including but not limited to obtaining and maintaining the required insurance and establishing and maintaining a reasonable risk control and safety program. Town reserves the right to amend the requirements herein at any time during the Agreement subject to at least (5) days written notice. The Vendor shall require any and all subcontractors to maintain insurance as required herein naming Town and Vendor as "Additional Insured" on all insurance policies, except Workers' Compensation, and this shall be reflected on the Certificate of Insurance. The Vendor's insurance coverage shall be primary insurance with respect to all other available sources. Coverage provided by the Vendor shall not be limited to the liability assumed under the Indemnification provision of this Agreement. To the extent permitted by law, Vendor waives all rights of subrogation or similar rights against Town, its Mayor and council members, officials, agents, representatives, officers, volunteers and employees. All insurance policies, except Workers' Compensation required by this Agreement, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, Town, its Mayor and council members, agents, representatives, officers, directors, officials, volunteers and employees as Additional Insureds. Town reserves the right to require complete copies of all insurance policies and endorsements required by this Agreement at any time.
- F. Failure to maintain the insurance policies as required by this Agreement, or to provide evidence of renewal, is a material breach of contract.

COUNTERPARTS: This Agreement may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Agreement shall be deemed to possess the full force and effect of the original, but all of which together shall constitute one and the same

instrument, binding on all of the parties. The parties agree that this Agreement may be transmitted between them via facsimile. The parties intend that faxed signatures constitute original signatures and that a faxed Agreement containing the signatures (original or faxed) of all the parties is binding upon the parties.

CONSTRUCTION: The terms and provisions of this Agreement represent the results of negotiations between the parties, each of which has been or has had the opportunity to be represented by counsel of its own choosing, and neither of which has acted under any duress or compulsion, whether legal, economic or otherwise. Consequently, the terms and provisions of this Agreement shall be interpreted and construed in accordance with their usual and customary meanings, and the parties each hereby waive the application of any rule of law which would otherwise be applicable in connection with the interpretation and construction of this Agreement that ambiguous or conflicting terms or provisions contained in this Agreement shall be interpreted or construed against the party whose attorney prepared the executed Agreement or any earlier draft of the same.

DISPUTES, GOVERNING LAW: Should any dispute, misunderstanding or conflict arise as to the terms or provisions contained in this Agreement, the matter shall first be referred to Town, and Town shall determine the term or provision's true intent and meaning. This Agreement shall be deemed to be made under, shall be construed in accordance with, and shall be governed by the laws of the State of Arizona, without reference to choice of law or conflicts of laws principles thereof.

ENTIRE AGREEMENT: This Agreement constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the Services specified herein. The Agreement may not be modified or amended except by a written document, signed by authorized representatives for each party.

LICENSES: Vendor shall maintain in current status all Federal, State, and Local licenses and permits required for the operations of the business conducted by Vendor and the Services to be provided under this Agreement.

PERMITS AND RESPONSIBILITIES: Vendor, shall, without additional expense to Town, be responsible for obtaining any necessary licenses and permits and for complying with any applicable Federal, State, County and Municipal Laws, codes and regulations in connection with the execution of the work, provision of Services and provision of materials.

NON-EXCLUSIVE REMEDIES: The rights and the remedies of Town under this Agreement are not exclusive. Town shall be entitled to offset against any sums due to Vendor, any expenses or costs incurred by Town, or damages assessed by Town concerning Vendor's non-conforming performance or failure to perform the Agreement, including costs and damages incurred by Town.

SURVIVAL: All warranties, representations and indemnification by Vendor shall survive the completion, expiration, or termination of this Agreement.

IN WITNESS WHEREOF, Vendor and Town have caused this document to be executed by their duly authorized representatives, this _____ date of _____, 2021.

REVIEWED:

AS TO FORM:

By: _____
Parks and Recreation Director

By: _____
Town Attorney

TOWN OF FLORENCE:

VENDOR:

By: _____
Town Manager/Deputy Town Manager

By: _____

EXHIBIT “A” Scope of Services

Scope of Work

The 89th Annual Junior Parada Rodeo will be held on Thanksgiving weekend (November 26-28, 2021) at the Charles Whitlow Rodeo Grounds. The Charles Whitlow Rodeo Grounds is a traditional rodeo facility with six rough stock chutes, a main arena, roping chutes, holding pens, a warm-up arena, a ticket booth, and an announcer stand. The rodeo grounds are owned by the Town of Florence and are located two miles south of Downtown on State Highway 79. The Town of Florence is currently planning for various improvements to the rodeo grounds. Until those improvements are completed, the restrooms, snack shack, and facility water are inoperable. The selected firm (vendor) will agree to provide the following services, as part of this agreement:

1. Provide all items necessary to provide a safe and successful Junior Parada Rodeo.
2. Furnish all necessary staff and oversight.
3. Ensure warm-up and primary arena ground material are suitable for the events taking place.
4. Furnish all stock/feed needed for a complete Youth Rodeo.
5. Provide awards for rodeo participants.
6. Work with a sanctioned rodeo producer to ensure adequate rodeo participation.
7. Furnish announcer for the event.
8. Furnish judges for all rodeo events.
9. Coordinate a successful Junior Parada Royalty program to include Rodeo Queen, Rodeo Princess, and Jr. Parada Sweethearts. Honorees are the rodeo's ambassadors and will represent and promote the Junior Parada at local and regional events.
10. Design, provide and facilitate a marketing campaign to promote the event. Develop an event-specific website to include event updates and photos, and to act as a landing page for Junior Parada Rodeo information.
11. Create an event program publication and provide hard copies for all attendees.
12. Create sponsorship packages, and obtain sponsors for the event.
13. Work with Town to develop a Traffic Control Plan and determine needed resources.
14. Clean up arena/grounds after rodeo events are complete.
15. Provide an in-depth wrap-up evaluation of rodeo, including budget, marketing reach, and performance standards, including but not limited to; attendance, participation, economic impact (# of out of Town visitors), downtown foot traffic estimates from business owners, and a Profit & Loss statement.
16. Attend parade pre-planning and wrap-up meetings with Recreation Division.

INSURANCE REQUIREMENTS

Concurrently with the execution of this Agreement, the FIRM/VENDOR will furnish the Town of Florence a certificate of insurance on a standard insurance industry ACORD form.

The FIRM/VENDOR, Subcontractors and Sub consultants must procure and maintain until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, insurance against claims for injury to persons or damage to property, which may arise from or in connection with the performance of the Work by the FIRM/VENDOR, his agents, representatives, employees, or Subcontractors.

The insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

The Town in no way warrants that the minimum limits are sufficient to protect the FIRM/VENDOR from liabilities that might arise out of the performance of the agreed contract services under this Agreement by the FIRM/VENDOR, his agents, representatives, employees, Subcontractors or Sub consultants and the FIRM/VENDOR is free to purchase any additional insurance as may be determined necessary. The Town will not pay for higher limits, but if the FIRM/VENDOR pays for insurance with higher limits, the FIRM/VENDOR will name the Town as an additional insured on any additional insurance.

MINIMUM SCOPE AND LIMITS OF INSURANCE

The FIRM/VENDOR must provide coverage at least as broad and with limits of liability not less than those stated below.

Commercial General Liability-Occurrence Form

General Liability/Aggregate	\$ 3,000,000
Products-Completed Operations Aggregate	\$ 2,000,000
Personal & Advertising Injury	\$ 2,000,000
Each Occurrence	\$ 1,000,000
Fire Damage (Any one fire)	\$ 1,000,000
Medical Expense (Any one person)	\$ 100,000
	Optional

Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles

Combined Single Limit Per Accident For Bodily Injury and Property Damage	\$ 1,000,000
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Workers' Compensation and Employers Liability:

Workers' Compensation	State Statutory
Employers Liability: Each Accident	\$ 100,000
Disease - Each Employee	\$ 100,000
Disease - Policy Limit	\$ 500,000

SELF-INSURED RETENTIONS

Any self-insured retentions and deductibles must be declared to and approved by the Town. If not approved, the Town may require that the insurer reduce or eliminate any self-insured retentions with respect to the Town, its officers, officials, agents, employees, and volunteers.

OTHER INSURANCE REQUIREMENTS

The policies are to contain, or be endorsed to contain, the following provisions:

Commercial General Liability and Automobile Liability Coverages:

The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The Town of Florence, its officers, officials, agents, and employees are additional insured's with respect to liability arising out of activities performed by, or on behalf of, the FIRM/VENDOR including the Town's general supervision of the FIRM/VENDOR; Products and Completed operations of the FIRM/VENDOR; and automobiles owned, leased, hired, or borrowed by the FIRM/VENDOR.

The Town, its officers, officials, agents, and employees must be additional insured's to the full limits of liability purchased by the FIRM/VENDOR even if those limits of liability are in excess of those required by this Agreement.

The FIRM's/VENDOR's insurance coverage must be primary insurance with respect to the Town, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the Town, its officers, officials, agents, and employees must be in excess of the coverage provided by the FIRM/VENDOR and must not contribute to it.

The FIRM's/VENDOR's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Coverage provided by the FIRM/VENDOR must not be limited to the liability assumed under the indemnification provisions of this Agreement.

The policies must contain a waiver of subrogation against the Town, its officers, officials, agents, and employees, for losses arising from Work performed by the FIRM/VENDOR for the Town.

Workers' Compensation and Employers Liability Coverage: The insurer must agree to waive all rights of subrogation against the Town, its officers, officials, agents, employees, and volunteers for losses arising from Work performed by the FIRM/VENDOR for the Town.

Claims Made: In the event any insurance policies required by this Contract are written on a "claims made" basis, coverage must extend, either by keeping coverage in force or purchasing an extended reporting option, for 3 years past completion and acceptance of the Work or services evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the required provisions for the 3 year period.

SUBCONSULTANT'S AND SUBCONTRACTOR'S INSURANCE

The SUBCONTRACTOR'S certificates must include all Subcontractors and Sub consultants as insured's under its policies or the FIRM/VENDOR must maintain separate certificates and endorsements for each Subcontractor and Sub consultant. All coverage's for Subcontractors and Sub consultants must be in the amounts shown in Article 6.2.

NOTICE OF CANCELLATION

Each insurance policy required by the insurance provisions of this Agreement must provide the required coverage and must not be suspended, voided, canceled by either party, reduced in coverage or in limits except after first giving 30 days written notice, by certified mail, return receipt requested to:

Town of Florence Risk Management Office, 775 N. Main St. Florence, AZ 85132.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the State of Arizona and with an A. M. Best's rating of no less than B++6. The Town in no way warrants that the above required minimum insurer rating is sufficient to protect the FIRM/VENDOR from potential insurer insolvency.

VERIFICATION OF COVERAGE

The FIRM/VENDOR must furnish the Town Certificate of Insurance ACORD form or equivalent approved by the Town) and with original endorsements effecting coverage as required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage's must be clearly noted on the Certificate of Insurance.

All certificates and endorsements are to be received and approved by the Town before Work commences. Each insurance policy required by this Agreement must be in effect on or before the earlier of commencement of Work under the Contract Documents or the signing of this Agreement. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of contract.

All Certificates of Insurance required by this Agreement shall be sent directly to the Town of Florence Clerk's Office and Community Services Department. **The project name must be included on the Certificate of Insurance.** The Town of Florence shall be included as the "Certificate Holder". The **Town reserves** the right to require complete, certified copies of all insurance policies required by this Agreement, at any time.

APPROVAL

Any modification or variation from the insurance requirements in this Agreement must be approved by the Town of Florence Risk Management office, whose decision is final. This action will not require a formal contract amendment, but may be made by administrative action.