



Lincoln Corporate
Partnership Plan
City of Lincoln, NE

September 23, 2011

DRAFT

CITY OF LINCOLN CORPORATE PARTNERSHIP PLAN

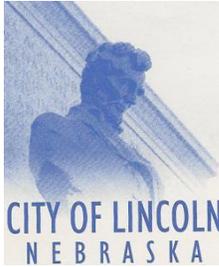
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I. INTRODUCTION



This document summarizes the findings and marketing recommendations of The Active Network, Inc. (“Active”) for the City of Lincoln, Nebraska (“City”). The purpose of this document, the Lincoln Corporate Partnership Plan (“Plan”), is to provide the basis for the City to implement a comprehensive Lincoln Corporate Partnership Program (“Program”). The objective of the Corporate Partnership Program is to generate recurring, long-term revenue and savings on goods and services purchased so that city services can be delivered for the lowest cost to City of Lincoln customers. This will be achieved through partnerships with private enterprises that are in compliance with Lincoln’s adopted ordinances and policies that reflect community expectations and standards.

This document describes Active’s appraisal of the full scope of the available opportunities then recommends a solution for capitalizing on these opportunities by focusing on specific applications and the industries that specialize in them, and provides guidance for moving forward with the implementation of the program.

In addition this program:

- features assets that include City facilities, programs, and events and is made even more appealing to prospective partners by our recommendations for the inclusion of an even wider range of City assets;
- contains categories that are designed to be flexibly dynamic, so as to appeal to the greatest number of prospects with features and benefits to partners that address a wide range of unique marketing opportunities;
- incorporates recommendations for ways to develop a media marketing platform to deliver compelling messages to the public; this will allow the City to communicate with the community immediately, and much more efficiently and effectively.

Since our engagement, we have gained a good understanding of City business priorities. Further, we have identified inventory (City owned or managed assets) that may be used as incentives for partnership agreements. We have also defined specific partnership opportunities.

The success of the first partnership agreement and subsequent ones depends to a large extent upon the City’s confirmation that the inventory we have identified can be packaged and marketed to potential partners; reaching agreements with prospects will be contingent on the City making available and delivering such inventory as the partner prospect may request. The accuracy of the revenue forecasts provided in this plan is dependent upon the resolution of this question.



The Active Network's approach to partnership prospecting has been, and will be to work in close conjunction with City officials and staff to secure partnership agreements that enhance the public's experience of use of City assets. This calls for programs that are appropriate for the City's stature and reputation as a forward thinking and responsive government organization, and for programs that will generate significant immediate and long-term incremental revenue for the City.

II. PROJECT BACKGROUND

On March 7, 2011, the City of Lincoln and Active entered into a consulting services agreement; these services include assisting City to create and implement a Corporate Partnership & Marketing Program (“Program”) that will feature municipal marketing sponsorship and partnering agreements supporting City initiatives. In keeping with the Scope of Work, Active has completed Phase I and reviewed and analyzed City assets, as these assets might be applied to partnerships with selected private enterprises for the purpose of generating incremental revenue for the City. As part of this analysis, Active has completed the following tasks:

- Completed an analysis of existing City assets, including facilities, programs, activities, events and available contracts, in order to identify potential opportunities for the Program;
- Conducted a creative "Blue Sky" session with City stakeholders. Knowledge from this session was integral in analyzing and prioritizing the sponsorship categories;
- Developed a Lincoln Corporate Partnership & Marketing Plan (“Plan”) including a comprehensive set of recommendations for the marketing of the available assets of the City based upon our analysis.

Ultimately, this Program should result in a series of approvals and a sequence of negotiations or Requests for Proposals (“RFPs”) that will be issued in order to provide specific indications of rights and entitlements to prospective partner corporations for each category of interest to be marketed. In anticipation of moving forward, Active has included in this Plan “market ready” RFP templates that can easily be customized for the City of Lincoln. This will help accelerate the process for achieving the City’s revenue-generating goals.

As part of the initial step in preparing the City’s Plan, Active conducted a careful review of the physical, social, and intellectual property assets of the City. The municipal marketing division of Active’s management and staff personally visited the primary City facilities in order to gather pertinent information as it relates to this marketing program.



Active also reviewed appropriate existing contracts and policies, interviewed City staff, researched the City web site, and collected relevant data via the Internet. Active conducted a series of meetings with key City staff and stakeholders including Public Works/Utilities Department, Planning Department, Joint Public Agency, Parks & Recreation Department, Information Services Division, Art’s Council, and the Mayor’s Office. The purpose of these meetings was to determine the City’s goals and objectives for this program, introduce Active, educate staff and stakeholders as to the purposes of the program, and to gather important information and ideas.

Marketing Objective

The primary objective of the Program is to generate incremental revenue through partnerships that are consistent with and appropriate for the City’s mission and acceptable to the

community. The Program will generate revenues by negotiating contracts that generate fees to the City in exchange for access to assets that can be used for mutually beneficial marketing purposes by selected partners.

Active recognizes that the City requires new sources of revenue to support and accelerate implementation of the City's operations and marketing initiatives while averting cost increases and avoiding new debt. Ideally, the new revenue will be generated by discovering new ways of utilizing existing assets. We believe that the best new sources of revenue will have the following characteristics:

- The revenues generated will ideally be recurring sources of compensation, rather than just one-time payments with little or no growth potential.
- The sources for these revenues will ideally be long established and stable corporations with a track record for fair dealings and consistent, timely payment of financial obligations.
- The revenues will be guaranteed, to the greatest extent possible.
- Since cost savings or avoidance, such as in-kind goods or services can also be seen as added revenue, Active will also try to identify ways for the City to reduce the expense of service and purchases.
- The revenue levels will be substantial enough to have positive public relations value.

The City should establish contractual relationships with selected companies in a series of product and service categories that will generate revenue or offset costs, in exchange for the use or access to the City's assets for a specified period of time in order to market their goods and services to their target customers. Once a sequence of categories is approved, the City will negotiate or issue RFPs in the selected categories or for the specified components of these categories in a deliberately calculated sequence. Because each partnership agreement will enhance the image and brand of the City, this program will also serve to strengthen the City's economic development efforts.



Revenue generated from the City's Corporate Partnership & Marketing Program can be substantially increased by using advertising, promotion, and publicity efforts to increase public awareness of the amenities offered by the City. These marketing efforts will effectively serve to increase the City's returns, and the appeal of its programs to prospective partners. And better yet, these marketing efforts can be completely paid for by the City's use of just a fraction of the advertising, promotion, and other marketing resources that its partners put in place as part of their partnership/sponsorship programs.

The partnership programs and packages we have recommended are all designed to integrate community outreach and support marketing efforts of all available revenue generating resources. If there is a cooperative effort to use Citywide messaging coupled with a high degree of continuity, then it is conceivable to substantially increase revenues for major City programs. This will be factored in to our partnership programs. Based on the scope and

magnitude of the opportunities that City assets represent, Active recommends the City employ a holistic marketing approach.

We call this ***Lincoln 360***.



IV. LINCOLN CORPORATE 360



Lincoln 360 represents a comprehensive approach in presenting the City to prospective sponsors and marketing partners. *Lincoln 360* is specifically designed to take full advantage of every element and resource the City offers thereby guaranteeing dynamic cross-the-board advertising, sponsorships and partnerships and in turn, maximizing revenue.

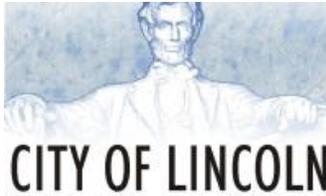
By launching this vibrant, state of the art advertising, sponsorship and marketing program under the umbrella of “Lincoln 360”, Active and the City will have a clear, well-designed plan for a successful program under one readily identifiable mark.

The *Lincoln 360* program by Active has several key underlying goals:

- Tie all the various elements of the program together under one theme.
- Bolster the pride of City residents as they see the City implementing dynamic programs aimed at improving the quality of life.
- Dramatically improve the extent and quality of any existing advertising and other amenities programs described in this Plan to bolster quality of life standards in the community.
- Gain widespread recognition for the City as it promotes its brand and innovation in creating new ways to grow revenues and reduce costs to benefit residents and employees.
- Generate immediate incremental revenue for support of the new and existing City initiatives.



V. DEMOGRAPHICS AND ASSETS



Lincoln is the capital and is also the county seat of Lancaster County. With a population of 258,379 it is the second-most populous city of the state of Nebraska and the home of the University of Nebraska. The City has a dynamic urban environment that builds upon its role as a regional center of culture, community, and commerce.

While much of the country has struggled with economic challenges Lincoln is commonly defined by its quality of life. Lincoln has the second lowest unemployment rate in the nation — only 4.2%; this is a testament to the city's relatively strong and stable labor market as a government and education-focused community. There are many diverse industries based in Lincoln including; Goodyear Tire & Rubber; Kawasaki Motors Corp.; Novartis Laboratories; The Gallup Organization; Information Technology Inc.; MDS Pharma Services Laboratories; Centurion International; ADM Milling & Elevator Company; Yankee Hill Brick Manufacturing; Li-Cor Inc., and Pfizer Animal Health Corp.

In our preliminary discussions with City staff and stakeholders, we jointly identified the departments that promised the most valuable assets and information available for marketing purposes. These departments generally warranted multiple meetings due to their size and complexity. The following priority assets and departments are the ones that we believe represent the greatest opportunities for corporate partnerships and marketing programs:

1. Parks & Recreation Department

Parks & Recreation Department Mission Statement



“It is the mission of the Lincoln Parks and Recreation Department (“Parks and Recreation”) to enhance the quality of life of the community by providing and maintaining quality parks and green spaces, and by offering enriching recreation activities and facilities for all people in Lincoln. This is accomplished through

dedicated leadership, a commitment to excellence, creative programming, and the best use of our natural financial and human resources.”

The objectives of Parks and Recreation is to:

- Acquire, develop and manage accessible park facilities supporting a broad range of leisure interests and outdoor activities;
- Develop and effectively manage a multi-generation urban forest;
- Acquire and manage open space areas for the enjoyment and education of community residents, and the conservation of natural systems;

- Provide organized sports activities that promote sportsmanship and a healthy lifestyle;
- Provide a broad range of recreation activities enhancing the well-being of participants;
- Manage and promote quality golf facilities and programs at a good value to participants of varied ages and skill levels; and
- Develop a range of funding sources, and seek collaborative partnerships.

In the past century, Lincoln's park and recreation system has grown to become one of the best in the nation. The Parks & Recreation Department operates and maintains over 6,000 acres of parks and natural land, 128 miles of trails, 7 recreation centers, 10 public pools, 5 golf courses and 125 parks with more than half of them identified as neighborhood and mini-parks. Parks and Recreation also cares for 2 fenced dog parks and 2 skate parks.

Parks and Recreation provides active recreational facilities such as athletic fields, swimming pools, and community recreation buildings as well as other amenities such as public gardens walking/running paths, open grass areas, natural areas, picnic areas with shelters, and playgrounds.

Following are some of the profile parks:

- **Antelope Park** is a beautiful park offering extensive facilities, including rose gardens, Sunken Gardens, two fountains, several statues, the Lincoln Children's Zoo, a pavilion, a golf course, trails system, tennis courts, swimming pool and several playground areas. Sunken Gardens is a beautiful terraced garden featuring thousands of annuals, reflecting ponds, waterfall, paved pathways with donated engraved concrete pavers that memorialize special people and events, restrooms and an ornate gazebo. Ager Play Center is a large indoor play structure designed for young children that has playground equipment; an indoor track complete with kiddie vehicles and a snack area provide a fun environment. Lincoln's Children's Zoo offers more than 200 animals, including harbor seals, camels, spectacled bears, red pandas, river otters, baboons, alligators and bald eagles. The animals live among beautiful gardens featuring more than 7,000 annuals and 30 types of trees. Many of the plants and animals are threatened or endangered species.



- **Holmes Park and Lake** features a man-made lake that is a Lincoln favorite for boaters and picnickers. Sailboats, paddleboats or canoes can be rented at the marina. The park also houses ball diamonds, playgrounds, a golf course and Hyde Memorial Observatory, and on Independence Day it's home to the city's annual fireworks display. In winter, part of the lake is cleared of snow for ice-skating.

Hyde Memorial Observatory is a community astronomical observatory located on the south side of Holmes Lake that is run totally by volunteers,



furnished through public donations, and devoted purely to public viewing and education.

- **Hazel Abel Park** is a quaint, Renaissance-style park tucked away in Lincoln's historic Near South neighborhood. The park includes a gazebo, fountain, play area and benches surrounded by an ornate cast iron fence.



- **Pioneers Park and Nature Center** is a highlight of the Lincoln Parks System. The 1,100-acre park contains an outdoor amphitheater, picnic areas, hiker and biker trails, ponds, a sled run and a golf course. Pioneers Park also features wonderful examples of public art including life-size statues of a bison and an elk located at the two entrances to the park; the "Smoke Signal", a 14-foot likeness of Chief Red Cloud erected in 1935; and the "Columns," which are remnants from the 1907 remodeling of the Federal Treasury Building in Washington, D.C. In 1993 the park was placed on the National Register of outstanding landscape architecture. Pinewood Bowl is a natural outdoor amphitheater that is the site of a summer musical and other community events. The park can be reached using the Bison Trail, part of the 99-mile hiker/biker city trail system.



Pioneers Park Nature Center spans 668 acres. It features eight miles of walking trails that meander along ponds, through tallgrass prairie, woodlands and wetlands, and across a stream. A herd of bison, elk and deer, wild turkey, hawks and owls are exhibited in their natural Nebraska habitat along the Nature Center trails. Two interpretive buildings contain small animal and hands-on exhibits dedicated to the plants and animals of Nebraska. A variety of public programs for all ages are offered in every season.



- **Wilderness Park** is Lincoln's largest park covers more than 1,445 acres and features bridle and hiking/biking trails, stretching over 22 miles round trip. Wilderness Park is the number one off-road cycling destination for Lincoln mountain bikers.

The City also has specialized parks that include Dog Parks – and Skate Parks.

Dog Parks

- **Richman's Run Dog** is a twelve acre fenced dog park, which includes a separate small dog area, picnic tables, benches, and a creek for dogs to swim in.
- **Oak Lake Dog Park** is a twenty-acre off leash dog park within Oak Lake Park.



Skate Parks

- **Peter Pan Skate Park** and **Terria Skate Park** are both outdoor modular unit parks.



Recreation Centers

The Department of Parks and Recreation operates seven recreation centers, each providing different amenities, programs and classes. Programs at community centers and parks can be found online in the seasonal program guides.



- **Air Park Neighborhood Center** offers a variety of youth programs including boxing club and robotics. Additionally the Center has opportunities for adults such as Learning Studio where participants can learn new skills and activities. The gym, meeting rooms and game room are also available for rent.
- **Belmont Recreation Center** offers drop-in programs, youth programs, summer day camps, a community learning center, facility & meeting room rentals, a weight room & 13 lap/mile indoor elevated track, an indoor shooting range, pool, Teen Trek (a special program for middle schoolers), table tennis, and computer lab for adults.
- **Calvert Recreation Center** features a gym, basketball courts, a game room with foosball, pool, bumper pool, ping-pong and shuffleboard, and has programs for youth, families and adults. It is also available for rental.
- **Easterday Recreation Center** offers activities for adults, youth. The Adaptive Recreation Programs include exercise and physical activities, arts & crafts, gardening theatre/dram and special events.
- **“F” Street Community Center** “F” Street Community Center is committed to creating a safe, fun, recreation-based environment where children, adults and senior citizens



can enrich their lives. The Center provides services and programs that strengthen family unity, personal growth, health, and community awareness. “F” Street features an indoor gym, weight room, indoor track, outdoor basketball court and play field, rental facilities (kitchen, cafeteria, meeting rooms, and gym). “F” Street is also provides Drop-In Programs for adults, elementary, middle and high school children. Additionally Social Service Programs are offered free of charge including Free Youth Dinners and the Neighborhood Food Program Giveaway.



- **Irving Recreation Center** offers recreation programs and services for all ages, from preschool to older adults including after school programs, summer day camp, dual language preschool (English/Spanish), arts & crafts, court reservations, a fitness room, facility rentals and meeting rooms, and family events. The Center was the first common facility built in cooperation with the Lincoln Parks and Recreation Department and the Lincoln Public Schools. The common facility model allows each agency to save money by sharing costs and space, and in turn, provide affordable opportunities for citizens. It also strengthens the network of support available to children, youth, and families in the community through the coordinated efforts of Irving Recreation Center and Irving Middle School.
- **Ager Indoor Play Center** is a play space for the smaller person. It features a large two level play structure with a maze of tunnels, slides and ball pools. Outside of the structure there are riding toys and wagons. In addition there is an enclosed and gated toddler area. The Center offers the Developmental Play Program that is specifically designed for families of very young children with special needs.



Public Gardens

- **Sunken Gardens** is the only Nebraska garden listed in the “300 Best Gardens to Visit in the United States and Canada” by National Geographic Guide to Public Gardens. It features an Annual Garden that consists of over 30,000 individual annual plants that are planted in the spring, many by volunteers. The Healing Garden, or White Garden, is a gathering of white blossoms that is designed to inspire calm, serenity and meditation. Perennials are located throughout Sunken Gardens but are featured in the upper level on the north side.
- **Hamann Rose Garden** was renovated in 2008 and features many varieties of hybrid tea roses, floribundas, grandifloras and mini roses in a formal setting of boxwood hedges, hardy perennials and evergreens.



- **Rotary Strolling Garden** was added in 2008 and is located to the north and east of the Hamann Rose Garden, features several varieties of hardy landscape shrub roses and many other drought tolerant perennial plants native to Nebraska.
- **Veteran's Memorial Garden**, located in Antelope Park, is place of solemn beauty that allows peaceful reflection and serves as a permanent reminder of the sacrifices veterans have made to preserve our freedom. A visit to this site in Lincoln's historic Antelope Park will take you on a walking tour of over twenty-one military monuments.
- **Pioneers Park Nature Center Gardens** have several gardens that offer visitors a chance to discover Nebraska-native and other prairie plants. Planted areas around the Prairie Building feature drought tolerant landscaping. Near the Chet Ager Building, the Louise Evans Doole Herb Garden contains more than 150 herbs. The Preschool Butterfly Garden is planted every year with colorful annuals by preschool children and their families.



Golf Courses

The Lincoln City Golf Courses have a long and successful history of providing golfing opportunities to the citizens of Lincoln and the surrounding area. The courses are: the Jim Ager Golf Course, Highlands Golf Course, Holmes Park Golf Course, Pioneers Golf Course, and Mahoney Golf Course.

- **Jim Ager Memorial Golf Course** is one the finest municipal courses of its kind in the country as is evidenced by winning Golf Digests award for the "Best Jr Golf Program" in the municipal category. The course measures 1224 yards with the holes ranging from 104 to 175 yards. Their mission is to provide a stress free golf experience no matter what the skill level.
- **Highlands Golf Course** is an 18-hole, championship, public golf course designed in 1993 by Jeff Brauer. Highlands also has one of the best practice facilities in the midwest.
- **Holmes Golf Course** is an 18-hole course with 6,805 yards of golf from the longest tees. Designed by Floyd Farley Holmes Park opened in 1963.



- **Pioneers Golf Course** first opened for play in 1932 and is Lincoln's oldest municipal golf course. This par-71 course was designed by M.W. Tucker, and in 2004 Golf Digest called Pioneers Golf Course one of the "Best places to play".

- **Mahoney Golf Course** is an 18-hole course that features 6,459 yards of golf from the longest tees for a par of 70. The Mahoney golf course opened in 1976 and was designed by Dick Watson.

Lincoln's Trails



Each year about a million “treks” happen on Lincoln’s trails. With over 128 miles of hard surface and crushed rock trails, it is possible to can get just about anywhere using both on and off street routes. There are also several miles of hiker / biker trails within the parks making Lincoln’s system one of the best in it’s class. One of the events that has been very successful is Trail Trek. This is a family-focused event for all ages that gives cyclists a chance to explore Lincoln’s trail system. Four different routes through different regions of

Lincoln provide a wide variety of distances and scenery. All proceeds benefit the Great Plains Trail Network-a group of citizens who advocate and support a network of trails in and around Lancaster County, Nebraska, for jogging, biking, walking and horseback riding.

Aquatics



Lincoln offers a wide variety of aquatic programming for children and adults such as lap swimming, water aerobics, swim and diving lessons, and public swim. The City has three aquatic centers; Star City Shores Aquatic Center, Highlands Aquatic Center, and University Place Aquatic Center. The Star City Shores Aquatic Center is one of the state's largest pools, with water slides, climbing structures, and sand play area. Almost 70,000 people visit this facility annually.

Following is a list of the City’s public pools, and spraygrounds:

- Arnold Heights Pool
- Ballard Pool
- Belmont Pool
- Eden Pool
- Irvingdale Pool
- Woods Pool & Sprayground
- Trago Park Sprayground



b. Human Services

Senior Centers



The City of Lincoln's has six senior centers, **Asian Center**, **Belmont Center**, **JoAnn Maxey Center**, **Lake Street Center**, **Downtown Center**, and **Northeast Center**. They offer a variety of programs, recreational classes, special events, meals, support services and other opportunities, all geared toward senior adults.



c. Libraries

Lincoln City Libraries offers a variety of free programs and events such as author events, storytimes, art exhibitions and films. All the program information is available in on a searchable online. Through their web services children can receive online tutoring help, residents can access all of the library's holdings, download digital books, and reserve items. All of the libraries have free Internet and Wi-Fi access. The Lincoln Library system consists of eight branches located throughout the community.

- Bess Dodson Walt Branch
- Bethany Branch
- Charles H. Gere Branch
- Dan A Williams Branch
- Loren Corey Eiseley Branch
- South Branch
- Victor E. Anderson Branch
- Bennett Martin Public Library

The Heritage Room is located on the third floor of Bennett Martin Public Library in Lincoln, Nebraska. The books do not circulate and special care and preservation measures help ensure their longevity. The Heritage Room collection is a multifaceted reflection of the history and literary culture of the state. There are books on every topic, including philosophy, poetry, nature, psychology, politics, and pop culture.

Lincoln City Libraries' Bookmobile provides individualized library service to a diverse population throughout Lincoln and Lancaster County. The bookmobile focuses service delivery to four main areas:

- County towns and cities
- Youth with emphasis on children at risk
- Seniors
- Areas in Lincoln not close to existing libraries

The Lincoln Public Library possesses significant statistics:

Annual Statistics

- 1, 529,774 annual library visits
- 197,796 registered borrowers million
- 3,343,126 circulation
- 1,061 volunteers
- 79,556 number of children's programs

One Book - One Lincoln is a very successful program that is sponsored by Lincoln City Libraries. The program encourages all adults in Lincoln and Lancaster County to read and discuss the same book at the same time. The goal of the program is to encourage reading and dialogue by creating a community wide reading and discussion experience.



Recognizing that libraries serve as cultural centers, the Lincoln City Libraries has collected many interesting and unique pieces of artwork through the years; pieces are showcased displayed within the libraries.

The **Transportation Department** works to ensure that Lincoln neighborhoods, businesses, and visitors are provided an accessible, environmentally sensitive, safe and efficient transportation system. Projects and operations for street, transit and non-motorized travel are developed in cooperation with the public to promote economic sustainability for the community, preserve and enhance neighborhood quality of life, and ensure seamless connections to the regional network.

- **Lincoln Trolley** consists of a fleet of sixteen, 22-passenger vehicles and has four trolley routes - the Downtown, Neighborhood, Miller Road and the new Hospitality Trolley.

StarTran



StarTran is the only mass transit carrier in the City of Lincoln. StarTran is fully owned and operated by the City as a municipal service through the administration of the Lincoln Public Works & Utilities Department. StarTran has fifty-eight full-size coaches, thirteen HandiVans, and runs sixteen regular line service bus routes and one downtown circulator. The annual ridership totals over 1.8 million riders.

StarTran is acknowledged nationally as a leader within the transit industry in the utilization and promotion of alternative fuels. The following alternate fuels programs are in place: Ethanol Bus Program and Biodiesel Program.

Marketing and promotion of StarTran services is directed to groups and individuals most likely to utilize those services (i.e., low income, senior centers, students, downtown employees, etc.). The following are the current marketing promotions, special and other services offered by StarTran:

- Low-Income Bus Pass Program
- Employee Pass Program
- Senior Center Programs
- StarTran/University of Nebraska Transportation Program

- Bus Advertising Program
- Boo at the Zoo
- Stuff the Bus
- Big Red Express Services

Conclusion

The infrastructure provided in this section will reflect our foundation for the following partnership categories. This previous section highlights the City's higher profile resources and will be used to aggressively market all of our partnerships packages as well as playing host to many of the activities recommended. Included in all packages will be considerations for increased use of all City facilities and revenue generating assets.

VI. Lincoln 360 REVENUE CATEGORIES



These are the immediate categories Active recommends the City of Lincoln to pursue:

1. Beverage & Snack Vending
2. Public Recycling Program
3. “Daily Deal” (Living Local) Program
4. Proud Partner
5. Proximity Marketing
6. Media Services
7. Lincoln My City Web Page
8. Naming Rights

1. BEVERAGE & SNACK VENDING

Vision

A. Beverage Vending Concept

The City would grant a beverage manufacturer or third party vendor exclusive rights to vend and pour their beverage brands and products on all City property for an extended period of time.

Analysis

The City of Lincoln currently has agreements with a number of third party vendors with terms and commission structures. These contracts can typically be cancelled without cause 30 days after receipt of prior written notice. Active recommends that the local bottlers of Pepsi-Cola, Coca-Cola, and Cadbury-Schweppes brands (Dr. Pepper/Seven-Up/Gatorade and Snapple) and third-party vendors be offered the opportunity to compete for the exclusive rights. In this case the company selected would be granted the exclusive right to vend, dispense, pour and otherwise sell their products on all available City-owned properties for an extended period of time. We recommend that the contract be set for a ten-year period. This will increase the profitability of the contract for the bottler or vendor selected, and will therefore encourage the potential sponsors to increase the value of their bids. The actual value of these assets will of course be determined by the winning applicant's last and best offer for their use. Active will also require these participants to engage their respective marketing department's resources for additional in-kind donations, Green sustainable solutions and healthy product selections.



Healthy & Green Components

All beverage and snack companies are being challenged to support and act on Green and sustainability opportunities. These companies are focusing on recycling, product compliance, sustainable packaging as well as spending marketing dollars to promote these sustainability campaigns. Healthy beverage and snack programs are being developed by all manufacturers.

Prospective Locations

Active has initiated a preliminary audit of City facilities and is currently working with staff to identify the potential for vending on City property. The City assets to be included will be an aggregate of all current agreements citywide as well as include all incremental beverage and snack opportunities that will be identified during the vendor audit.

In making this recommendation, we acknowledge that the City must find its own optimum balance in serving the needs of the public for:

- More revenue to support City services without increasing taxes and fees
- More convenient access to the beverages adults prefer – in order to satisfy thirst, the need for cooling refreshment, to rehydrate after exercise, or simply as a self-indulgence
- Unobtrusive, even visually appealing commercial intrusions onto public property
- Neutral to positive environmental impact
- More support for City hydration campaigns, publicly sanctioned events and programs

Each and every place in which a vending or pouring rights location might be sited must be examined critically. The rate of sales and profitability of each location will depend on:

Pedestrian traffic – a vending machine located in a heavily used public facility that is busy around the clock will be worth up to five times as much as a vending machine in a neighborhood park used only in fair weather.

Ambient temperatures – beverage sales rates in the summer's warmest months are double or even triple those experienced during the winter.

Income levels – higher discretionary incomes in neighboring areas will lead to somewhat higher sales rates.

Security – the likely losses per machine due to vandalism, due to elevated crime rates or the local presence of undisciplined adolescents can depress the profitability of a machine.

Packaging the RFP: The next step after the review of assets is complete is to develop and issue a Request for Proposal. Included in this Plan is a customized Beverage & Snack Services RFP (see Appendix C). The RFP to be issued to qualified bottlers and/or vendors should outline a Corporate Partnership package that reflects an agreed-on price/value strategy and include the following key elements:

- A sponsorship package that allows a selected beverage bottler or vendor to generate an appropriate profit in such a way that still serves the needs and marketing objectives of the City.
- An outline of a suggested rights and benefits package that will stimulate the selected vendor to use marketing funds for publicly beneficial programs and campaigns and will help the vendor promote their preferred brands, product and service plans.
- Encourage vendors to bid on the basis of guaranteed revenue for at least the first

three years of a ten-year-long contract period, rather than on the basis of commissions (commission bids tend to turn the City into an unwilling sales agent for the vendor, rather than simply serving as a sponsor).

Merchandising the Opportunity: Once the selected bottlers and/or vendors have received the RFP, Active recommends that the City assist the potential bottlers and/or vendors to obtain the most expansive view of the dimensions of the opportunity that is being offered to them. This would also include ancillary marketing campaigns and objectives.

Basically, this means arranging and (where advisable) personally conducting separate tours for executives of each of these bottlers and/or vendors. These tours will cover all of the sites on which vending or pouring rights opportunities may be found.



This will be an extensive, but critically important part of the process of promoting the highest possible bid. In the course of these tours, it has been Active's experience that new opportunities for the placement of additional machines are always discovered. And the value of each such machine can be up to \$30,000 for the term of the contract. Because of the time-consuming nature of these tours, several weeks will be needed

to complete them. Upon completion of the tours bottlers and vendors will need additional time to prepare and submit their responses.

Promoting High Bids: Prior to submission of their proposals, firms should be repeatedly contacted, enticed, and encouraged to compete aggressively in bidding against their leading business rivals for the rights to an exclusive sponsorship contract with the City.

Valuations

Our revenue estimates for a new Master Beverage & Snack Contract can be provided with a fair degree of confidence on the basis of the information available to us at this time and our experience with similar size municipalities. The current types of vending machines that are producing revenue for the City are:

- Bottled/Canned Beverage
- Hot Beverage/Coffee Service
- Non-Carbonated Beverage
- Snack Machines

We estimate there are approximately 75 - 100 vending machine location opportunities currently placed in administration buildings and other City departments. Based on the City's projected incremental opportunities (identified via vendor audits) the total number of vending opportunities could rise up to 20-25%; along with improvements of revenue share ranging from 20-30%. Vending machines traditionally generate \$1000.00 to \$2000.00 per machine annually. Based on these figures the City of Lincoln partnership could generate between \$75,000 to \$150,000 a year for 10-15 years.

Revenue Production Rates

It should be noted that the value of vending machines to a bottler or vendor will be totally contingent on each machine's production of sales revenue, less its cost of operation. Valuations of beverage vending machines are not derived by formulas as an exact science, but are instead likely to be based on a subjective assessment of the likely value of each location. The bottler or vendor is likely to follow the same procedure as did Active's analysts: take a look at each prospective location, see what kind of traffic and security conditions prevail, and then estimate the revenue potential of that location.

In keeping with our customary practice of seeking to maximize the revenue returns for our clients, we have adopted a very aggressive stance in suggesting the placement of new vending and pouring facilities on City properties, wherever they might be justified. Bottlers and vendors may not see the same degree of new placement opportunities, which might cause the actual revenues the City may realize from these sources to be less than estimated, at least until the City's continued growth makes all of the placements profitable for the bottler and/or vendor partner.



Of course, these estimates bear no guarantee. It is simply based on our experience with the valuations of similar properties by bottlers and vendors bidding for similar rights in other municipalities. The final offering of these interested parties will depend on their own valuation of these properties, as well as the economic circumstances prevalent at the time of the submission of their proposals, as well as their own assessment of the opportunities provided by local circumstances.

It should be understood that these estimates could overestimate the actual revenues to be received by the City from these sources by as much as 15%, and underestimate these revenues by as much as 10%. The actual, final values will be dependent on future planned and "built-in" growth by the City and its facilities as well as on bottler and vendor valuations that precede their offers of support.

Existing Contracts

The vending agreement that the City currently has can be terminated with an approximate 30 day written notice. Upon approval of the Beverage and Snack Vending concept Active recommends immediate notification to vendors to proceed on a month to month agreement with the understanding that the City is developing a larger Beverage and Snack Vending opportunity that they will be invited to bid on. Subsequently a Beverage & Snack Vending Services RFP will be prepared and marketed at the City's earliest convenience (see Beverage & Snack Services RFP, Appendix C). It generally takes 2-3 months for the vendor walk-throughs, preparation and submission of bids. Analysis, negotiation, selection and announcement would take an additional 3 months. Active will work closely with the partner and Interdepartmental Team throughout the entire process.

Other Benefits

In addition to providing the City with extra revenue from its share of the sales of beverages, the manufacturer and/or vendors with whom the City contracts will perform these additional, important services:

- Vendors will maintain fresh stocks of product for in the vending machines, thereby serving the public's need for refreshment and nourishment on a convenient basis on public property.
- Vendors will reimburse the City for any refunds that the City may need to issue to complainants at any facility who demand to be reimbursed for vending transactions for which they have made payment, but have failed to receive the merchandise they desired.
- Vendors will provide the City with readily audited records of all sales transactions on a regular basis, which will improve the accountability of this resource.
- Vendors will absorb liability losses due to vandalism perpetrated on unsupervised machines in open areas, and will, where necessary, install upgraded equipment ("Robovendors," or steel security cages) where recurring vandalism problems make it necessary to provide a higher level of security for vending equipment.

Active believes that the City can tap an important source for increased revenue yields from its beverage and snack vending sponsorships by substantially increasing the populations of vending machines and pouring facilities on public property. As was noted in previous sections, these increases can readily be defended as providing a desirable public service, as well as the opportunity for increased revenue and public participation of the City's sustainability objectives.

For example, by aggressive placement of vending machines in every public park with adequate facilities, traffic, and security, we believe the City may be able to substantially increase its current revenues. Increased vending and serving populations, coupled with higher commission rates, is likely to increase City revenues from these kinds of contracts substantially while also promoting a Healthy Choice image.

Guarantees versus Commissions

Ideally, we would hope to encourage those firms that submit responses to the City's Request for Proposals for Beverage and Snack Vending Services to provide their bids in the form of revenue guarantees, rather than in the form of commission rates. The reason for this preference is simple: otherwise, structured on a commission-only basis, the vendor is free to install machines at a leisurely pace in only those locations where their Return on Investment ("ROI") is most attractive, considering the average cost of these machines is approximately \$3,000 each not including installation costs.

At its simplest level, a contract in which the City is rewarded with commissions turns the City

into a salesperson for the selected sponsor, while a guaranteed revenue stream is more likely to cast the City's role as that of "landlord."

When a bottler or vendor installs machines in only the most promising locations and thus undermines their ability to live up to their initial revenue estimates, the practice is called "cherry picking." This kind of "cherry picking" can be prevented by encouraging bidders to guarantee as much of their offer as possible. Ideally, Active urges them to guarantee their full ten-year commitment. Short of that, at least the first two years must be guaranteed, even if it is made subject to later adjustment, in order to encourage the sponsor to install as many machines as possible "up front," so that the City will be assured the highest possible degree of revenue even after the guarantees expire.

Policy Considerations

Whenever a public entity invites comments from constituents or public officials on the prospect of an exclusive contract with marketers of soft drinks, there is likely to be a lively debate promoted by a vocal minority that is passionately opposed to:

- Any use of public facilities in a manner that will preferentially benefit a selected private enterprise. These objections may be stated as opposition to "excessive commercialization," or simply to contracts, which are awarded on an exclusive basis.
- Sweetened soft drinks, whether sweetened with sugar ("candy in a bottle"), or with artificial sweeteners (which provokes expressions of concern about the safety of the controversial sweetener aspartame). Active recommends that all designated vending locations in the City be offered the option to request "healthy" beverage and snack options as part of the program.

The first set of objections is usually readily dismissed. Roads and other public improvements have been constructed for cities or states by private parties on the basis of an exclusive contract for decades. As for "excessive commercialization," this can be handled in a manner that is consistent with the current City codes and standards.

The objections to soft drinks themselves have had a more serious history. In several venues, such as grammar schools, the sales of soft drinks on school campuses is regulated or even prohibited, despite the rich revenue rewards schools can generate if they are clever and effective in their negotiating tactics. The basic fear behind these prohibitions and restrictions is the fear that soft drinks will displace more nutritious beverages from the diets of youngsters, whose knowledge of nutritional consequences is limited, and whose preference for sweetened beverages is well established.

Active has several responses to the objections to soft drink contracts as they may be established by cities, counties, and hospital systems:

- Feature Healthy Choice vending offerings.

- The typical user of a soft drink vending machine is likely to be an adult.
- This user will be free to buy a soft drink from a private sector retailer if such a product isn't available at public facilities.
- All of these products are already sold at many public facilities. Too often, the public does not receive its full and fair share of the revenues obtained.
- The products offered in these machines will not only consist of sweetened soft drinks, but may (as you direct) also — or instead — contain bottled or canned water, fruit juices or drinks, isotonic sports beverages, teas, and other types of “healthier” beverages, depending on the age of likely users at each location.
- Whatever the contents of these beverages, they serve a useful nutritional need for hydration, while quenching thirst, providing refreshment, and even helping to cool the user in hot weather, thanks to their refrigerated form.

After these issues have been positively resolved, additional policy concerns must be addressed. How to deal with individuals and organizations that currently derive revenue directly from the vending assets in place on City property? Active recommends that the City offer assurances to any groups such as the Police or Fire Department that the City will “make them whole” after the new deal is in place. The meaning of “make them whole” will generally involve providing them with a revenue stream after the new deal is in place that is comparable to the revenues they enjoyed prior to the new City-wide contract. The primary differences will be that now the group’s revenue will come from the City rather than the vendor of their choice and the brand selections will be made by the City rather than the group.

B. Snack Vending Concept

Grant a snack and coffee vendor exclusive rights to vend or pour these products on all City property for an extended period of time.

Analysis

Like beverage marketers, the leading local operators of snack vending machines should also be offered the opportunity to compete for the exclusive right to vend and otherwise sell the snack products of the various companies with which they customarily do business. These contracts should also offer the exclusive right to vend and otherwise sell suitable snack products on all available City properties for a ten-year period.

Active believes that this bidding process should take place at the same time as the contracts for soft drinks are put out for bid. It is entirely possible that one or more of the leading local vendors may ask to compete for the right to the soft drink contract as well as for the exclusive right to sell snacks. We would urge the City to permit these vendors to compete on this kind of expanded basis, with the provision that they also prepare their bids in two parts, one part of which assumes that they will serve the City by providing snack-vending services alone.

It should be kept in mind that the bottlers of soft drinks have a considerably wider profit margin with which to compete for these kinds of contracts. Typically, when bidding on a “commission only” basis, without guarantees, bottlers will offer up to a 30% sales commission on the vending of 20 ounce beverages, while snack and soda vendors will at most be able to offer a 15% commission on soft drinks (and more likely, between 10% and 12%, if they are to make a profit).

These matters aside, many of the same considerations will apply to the execution of a Master Snack and Coffee Service Vending Contract as is noted above regarding a Master Beverage Contract.

Prospective Locations

In addition to reviewing the City for beverage location opportunities Active reviewed City facilities for potential snack machine placements.

Snack revenues will be a fraction of the beverage revenues, since there are far fewer sites for these vending devices on City property, their volumes are lower than soft drink machines, and the profit margins available to the vendors are smaller than are the margins for soft drinks. The City should be pleased if it were able to generate 10% of the revenue from its snack vending devices as from its soft drink sponsorship.

Policy Considerations

The same considerations apply to this category as to soft drinks (see above). In response to rising public criticism of excessively high amounts of sugar or salt in many conventional packaged snacks, marketers are increasingly making available healthier and more nutritious single-serving snack products for vending machines. These include packaged fresh foods (like baby carrots) that may have a high rate of perishability, and that therefore require placement only in installations where very high purchase rates will justify a relatively high rate of restocking frequency. If desired, these kinds of healthy snacks can be mandated in any RFP issued to prospective vendors.

Total Beverage and Snack Package Valuation

As noted above, Active is recommending that the City of Lincoln offer a package that reflects the aggregation of as many vending locations and pouring opportunities to a potential sponsor for a ten-year term. This will maximize the revenue potential to the City. The benefits of bundling assets allow a major manufacturer (brand) or third-party vendor to become a true partner of the City at multiple levels. This will bring about positive change:

- Eco-friendly technologically advanced machines
- Wider variety of new products (healthier)
- Better service based on efficiencies and being a priority account due to size of agreement

- Access to major brand's marketing departments which have a separate budget and willingness to support key sponsorship initiatives

The estimated revenue figures that Active has provided are based on our experience with other municipalities and market comparables. Our expertise in this area as well as the comparables in other cities that were not negotiated by Active indicates that a ten-year deal is much more profitable to a City. With a ten-year program the revenue potential to the City could be as much as three times the amount of a five-year program. Partners are more willing to put more upfront monies into a program that is longer because they make a huge investment in machines to sustain the program. If a bottler/vendor only puts machines in for five years they may not recoup their investment unless they put fewer machines into only the highest traffic locations.

We have successfully executed numerous beverage/snack and pouring rights agreements across the country (currently 25) and are confident that this category can be executed relatively quickly producing an immediate source of revenue as well as creating incremental revenues through broader access for healthy refreshments for the community.

2. PUBLIC RECYCLING PROGRAM

Vision

The City of Lincoln is dedicated to the pursuit of collaboration to integrate environmental initiatives as a viable, recognized resource working as a cohesive, productive team focusing on environmental performance and creating a “Sustainable Lincoln”.



In an effort to promote Green and sustainability for the City of Lincoln, as well as to participate with the State of Nebraska’s environmental initiatives, Active recommends the development and implementation of a City-wide Public Recycling Program campaign. The City is committed to pursuing new ways to deliver services in the most efficient and cost-effective manner while generating incremental revenue, producing new jobs, and by educating the community on cutting edge municipal sustainability. Lincoln citizens and visitors will be secure in the knowledge that the public officials and employees of the community are dedicated to maintaining and, wherever possible, enhancing levels of service in unique

new Green program areas and in addressing the social responsibility needs of a population that is widely diverse.

The Public Recycling Program will generate incremental advertising revenue, increase recycling availability, educate and build awareness with residents, and provides tracking of recycling materials on City property. This program has the capability to promote positive publicity by reinforcing Lincoln’s position as a socially responsible City. With the assistance of Active, the City will seek the interest of a partner who is experienced in public recycling and marketing in order to enter into a long-term agreement directly with the City. Active also highly recommends that the City partner with other like minded organizations with powerful marketing resources. One prospect for a partnership would be the local media organization, the Lincoln Journal Star. This relationship could easily provide a win-win-win situation based on the fact that the Lincoln Journal Star is also a strong advocate for recycling.

Overview

The City of Lincoln has curbside (resident) recycling available from multiple private curbside recyclers, yet currently has just a limited number of public recycling bins in low visibility locations. Active will work closely with the selected third party partner to identify and recommend specific incremental locations where the recycling bins will be placed at mutually agreed upon locations. To maximize revenue potential and increase recycling participation of residents and visitors the recycling bins should be placed in high visibility areas with heavy foot traffic. In order to sustain a successful Public Recycling Program, recycling bins should replace almost all existing recycling and trash bins currently in place throughout the City. This is to be accomplished by working with Public Works and local ‘Green’ committee stakeholders (‘Recycling Green Team’).



There also may be an opportunity to include City vehicles for incremental advertising since some of them may have already been fitted for public awareness messaging on the sides of these vans and trucks. The third party partner will not only work with major brand marketers for advertising revenue, they will also feature local businesses and merchants in this campaign. They will be required to use tasteful advertising templates and keep with the character of the community while allowing a percentage of the advertising revenue to be shared with the City.

In the spirit of the brand of Lincoln, it was important that relevant messaging should be included in all advertising campaigns. The Public Recycling Program should include messages such as 'Keep Lincoln Green' and other similar public service announcements.

Why Public Recycling?



All too often in public spaces such as preserves and parks, libraries, downtown districts, schools, transportation hubs, and sports complexes, recyclable materials are discarded into general trash bins. These recyclables such as plastic, glass bottles, aluminum cans, and newspapers, are headed for the landfill rather than the recycling plant. While our society is working towards teaching our children to do the right thing and adopt a recycling life style, it is unfortunate that today the recycling effort has not been totally embraced by the public sector.

This happens when public space recycling bins are scarce and when the public is not adequately educated about the importance of recycling. This is a lost opportunity for the community and an even bigger loss for the environment. A Public Recycling Program will help to change this unfortunate reality.

Public Educational Campaigns

Public awareness and understanding the importance of public recycling is the key to a successful community recycling program. Recycling education for the public results in a higher participation rate and a lower level of contaminants in the recycling waste stream. It also exhibits increased compliance as recycling becomes habitual and more convenient for the local community.



Working with the community, the third party partner will recruit local volunteers to join in the Citywide campaign and thus develop a Recycling Green Team of trained experts to assist in launching a comprehensive Public Awareness Campaign in the community designed to support City messages. Recycling Green Team members will visit high foot traffic locations to educate the public by delivering a consistent message. When working with the City, the partner will also develop 'Green Team' education within local schools and civic centers. This is designed to support City green messages.

The City has an established initiative, “Cleaner Greener Lincoln”, which is dedicated to making it easy and affordable to be sustainable in Lincoln, and putting Lincoln in the fore as the green capital city of the Great Plains. Coordination of efforts can increase the success of both Cleaner Greener Lincoln and the Public Recycling Program.

Proven Results – EPA Factors

In order to track and manage the success of the campaign the partner will be required to provide up-to-date information on the program’s recycling progress. The partner will also include a monthly “Community Impact Report” that converts recycling tonnage into EPA equivalent factors, showing tangible results such as saved trees and pollution reduction. This allows the community to see their positive impact on the environment and continue to help promote sustainability.

Companies Get Green!



An example of what a Community Impact Report would look like is below.

SAMPLE IMPACT REPORT

JUNE 1 2011 - AUGUST 31, 2011

City-Wide

(Note: City-wide would represent the City of Lincoln)

	2009	2010	
	PAPER (TONS)	PAPER (TONS)	DIFFERENCE
JUNE	95.79	102.67	6.88
JULY	83.85	92.45	8.6
AUGUST	97.99	105.06	7.07
TOTAL DIVERTED FROM LANDFILL	277.63	300.18	22.55
	COMINGLE (TONS)	COMINGLE (TONS)	
JUNE	135.1	151.9	16.8
JULY	134.2	152.39	18.19
AUGUST	136.85	156.89	20.04
TOTAL DIVERTED FROM LANDFILL	406.15	461.18	55.03
		Total Increase	11.58
Reduced tipping fees (@\$90/ton)	\$4,032.90		
Sales from recyclables (@\$25/ton)	\$1,120.25		

Public Space

(Note: *Public Space* would represent Lincoln's Public Recycling Program)

	2009	2010	
	PAPER (TONS)	PAPER (TONS)	DIFFERENCE
JUNE	0	5.05	5.05
JULY	0	4.88	4.88
AUGUST	0	7.95	7.95
TOTAL DIVERTED FROM LANDFILL	0	17.89	17.89
	COMINGLE (TONS)	COMINGLE (TONS)	
JUNE	0	8.43	8.43
JULY	0	8.33	8.33
AUGUST	0	10.16	10.16
TOTAL DIVERTED FROM LANDFILL	0	26.92	26.92
		Total Increase	44.81

Sample Public Recycling Program RFP

Please see Appendix D for a sample RFP that has been executed by previous municipal clients. A customized Public Recycling Program RFP will be provided based on the City's decision to move forward with this program.

Trash Receptacle Advertising

Aside from the revenues provided by the Public Recycling Program, even the sides of traditional trash receptacles in public facilities, or publicly-owned trash receptacles used by the private sector create opportunities for advertising placement which in turn may generate additional revenues. These might be used for the placement of trashcans that have been embellished with "ad wraps" with relevant environmentally friendly messaging.

Within certain areas and similar to the Public Recycling Program, trash receptacles could be purchased by the third party partner and they would manage media advertising on the designated trash receptacles. Any trash receptacle design would be subject to review by local design guidelines.

Active will work with City staff and the partner to design the most attractive and appropriate trash receptacle. These receptacles will also have advertising panels built within the frame consistent with the Public Recycling Program product. It will provide a necessary service to the community and provide an incremental opportunity for additional messaging.



Active's goal would be to assist in negotiating an agreement that would be with an exclusive partner for the City. The City will save money by not having to buy and install the equipment, and the partner will provide a much needed service while beautifying the community.

Proposed Lincoln Fee Structure and Timeline (Business Processes)

Term and Fee Structure – Propose a ten year initial term with options for annual renewal. Initial launch will be coordinated with Parks & Recreation and Public Works and then on to balance of City owned locations. Lincoln will seek a revenue sharing agreement with possible annual and upfront guarantees. Lincoln will expect revenue shares at approximately 10% - 20% of net revenues (dependent upon market conditions).

Business Process Timeline – The selected vendor should have the organizational infrastructure, experience, and financial capacity in place to implement and proceed with minimal delay.

The sample timeline listed below is a preliminary schedule that will be finalized upon selection of the winning partner bid.

Timeframe	Implementation Task
Immediately upon agreement signing	Third party partner works with the City of Lincoln to decide on recycling bin design, initial recycling bin locations and other recycling requirements
	Following recycling bin design approval, partner will order customized recycling bins
Within the first 30 days of the agreement	Advertising sales begin the initial call blitz to contact advertisers with whom they have existing relationships or have a major presence in the Eastern Nebraska market
	Partner begins organizing local resident supporters (Recycling Green Team) to participate in the promotion and education regarding the recycling program
	Partner works with Recycling Green Team and Lincoln's Interdepartmental Team to educate new program initiatives such as bin roll out, repairs and maintenance
	Partner works with staff to implement a program tracking system enabling the tracking of the volume of recyclables generated through Lincoln's recycling bin system
Between 90-120 days of the agreement	First round of recycling bins are installed and maintained
	Partner begins scheduling meetings with Recycling Green Team
	Partner begins submitting <i>Impact Reports</i>
Within 90 days of the agreement	Partner conducts a formal three month assessment to coincide with the program implementation, to identify any concerns and recalibrate for next phase of rollout, and to review advertising revenue generated through the program to date
Within eight months of the agreement	Majority of recycling bins are installed in all key City locations (outreach to private sector for campaign opt in opportunity)
Agreement Termination	Upon termination of agreement all bins will be collected and remain the property of the third party vendor

Proposed Design of Bins – These bins will conform with the aesthetics and dimensions that are customized to the objectives and requirements of the City of Lincoln. These requirements include practical and user-friendly designs with relevant City approved messaging that are aesthetically pleasing and conform to the look and feel of the surrounding environment.

Public Recycling Program Benefits

The following represents the benefits of a comprehensive Public Recycling Program campaign executed on a Citywide bases. Benefits will be diverse and unique to this ‘Green’ and sustainable marketing program category.

1. *Revenue* – This will generate incremental revenue from advertising fee sharing. Revenue projections would be \$75k – \$150k per year for a 10 year agreement based on delivering 150-200 recycling bins averaging \$500 per unit annually.
2. *Waste Tonnage Reduction* – As a result of improved recycling practices there should be a reduction of waste tonnage generated by the City through separation of recyclables and possible associated disposal fees.
3. *Recycling Bin Service and Maintenance* – The third party partner will provide maintenance and repairs to all damaged recycling bins at the partner’s expense. All repairs will be made within an approximated 48-72 hour period and repair and replacement will be accomplished immediately if a health or safety issue is present.
4. *Volunteer Opportunities* – Lincoln has a strong volunteer base and especially with the support of a strong media partner such as the Lincoln Journal Star; this program will provide additional opportunities for citizens to get involved with helping the City stay clean and green.
5. *Public Relations Campaigns* – The third party partner will be directed to cooperate with the City’s ongoing recycling PR awareness campaigns regarding recycling initiatives and educational opportunities and with Active’s assistance work closely with Lincoln Convention & Visitors Bureau.
6. *Recycling Impact Reports* – A third party partner will be requested to provide a tracking mechanism for recyclables at resident locations and other public spaces such as community and senior centers and commercial locations. Impact results will be displayed and promoted to support the City’s socially reasonable position with recycling materials. These reports can be distributed through the City’s communication network (newsletters, media, web site, press release, etc.). A sample Community Impact Report for tracking the recycling program is presented above on page 31.



Revenue Projection Rationale

Given the approval process of the City of Lincoln, we do not anticipate generating revenue until 4-6 months after agreement is signed. This process can be accelerated if zoning and permit approvals are issued immediately upon execution of the agreement.

Assumptions

- Zoning and permitting process will need to be cleared for approval as soon as possible.
- Partner should be procured prior to zoning and permitting process in order to support the process.
- Recycling bin locations can be quickly identified and approved ensuring that the bins are placed in high visibility locations with heavy pedestrian traffic.
- City would continue to promote recycling with Public Works and Lincoln Convention & Visitors Bureau.
- Appropriate advertising on bins will support important 'Green' campaign messaging.

Revenue Considerations / Sponsorship Tiers

- Advertising will be both local and regional with the possibility of national brand participation.
- Advertising must be sold by a qualified and experienced third party partner.
- Advertising rate sheets will be developed to navigate prospective sponsors through multi-level sponsorship commitment opportunities.
- Tiers or sponsorship levels will be set by number of locations and length of agreements.
- Advertising rates will be structured to be consistent with outdoor advertising rates in the Lincoln market.
- Rates should be periodically reviewed to ensure that they remain competitive.

Success Factors

There may be a risk if the third party partner does not fully comply with program objectives. This program is designed to be a seamless, positive addition to the Lincoln community. Areas that are defined as possible success factors have been identified as the following: performance risk, vandalism, and resident response.

- With regards to performance risk, this program will request the third party partner to generate advertising revenue thus creating a no cost program for the City. Third party partner will bear all costs for the recycling bin structures, materials, advertising, insurance, maintenance, labor costs and collateral materials.
- In response to vandalism issues, the third party partner will provide recycling bin stations that are constructed for strength and durability. Each station will have a cam-style lock mechanism with key access only to ensure that only authorized individuals will be capable of removing any waste materials. The vendor will also provide a 24-hour emergency response service if damage should occur to a recycling bin station or recycling bin station location.

- The third party partner program will include extensive education and awareness campaigns aimed at residents, visitors and businesses. This includes on-site education, community involvement, and overall program promotion and recognition. The third party partner will be required to bear all related costs.

Zoning Laws / Permit Requirements / Municipal Regulations

After careful discussions with City stakeholders regarding zoning and regulations for Public Recycling Program initiatives, Active recommends zoning and permitting issues be discussed and addressed with City legal and Public Works departments and any other respective department that would play a role in restructuring or changing current policy. This process would benefit by resolving these issues prior to implementation of the Public Recycling Program in order that relief be granted so that the program may be executed with the subsequently identified recycling bin locations.

Program Costs (No out of pocket cost to Lincoln)

The third party partner will be responsible for the cost of design, manufacturing, delivery, installation and maintenance of all recycling bin receptacles. Other costs covered by partner include resident hires, outreach educational programs and their respective collateral materials such as flyers, recruitment announcements, brochures and educational materials.

Strategies for Procuring Partners

Active will undertake the following strategies for procuring a partner for Lincoln:

- Present an approved Request for Proposal (RFP) for the Public Recycling Program to an in-depth list of qualified partner prospects.
- Along with Lincoln's Interdepartmental Team, seek every available opportunity to promote competition.
- Conduct presentations at executive levels to partner prospects and escort these prospects on site visitations as needed.
- Provide all the necessary information and education the partner prospects need to understand the assets that Lincoln is offering in exchange for the opportunity to have their advertising and/or messaging promote their product and services.
- Obtain and evaluate offers from each prospective proposer and evaluate their willingness to enter into substantial revenue sharing partnership agreement. Based on this evaluation, Active will rank prospective proposers and submit a bid form recommendation.
- Meet with Lincoln's Interdepartmental Team to review proposals, analyze the content, and to recommend prospect selections.
- Given preliminary Interdepartmental Team agreement to the selected prospects, Active will organize presentations of the preferred proposal made by the

recommended prospect to Lincoln’s Interdepartmental Team.

- At Lincoln’s request, Active will then organize negotiation meetings between Lincoln’s Interdepartmental Team and prospects and monitor and advise throughout the selection process.
- Upon final selection of a partner their offer will be referred to Lincoln’s attorneys in order to prepare a marketing partnership contract.
- Present agreement to Lincoln’s Interdepartmental Team for final approval.
- Upon acceptance and execution of the winning third party partner agreement, Active will work with Lincoln’s Interdepartmental Team in managing and monitoring the relationship between Lincoln and the third party partner to ensure that both compliance and mutual satisfaction are achieved.

Target Prospects:

Most major outdoor media companies are always on the outlook for new media opportunities. The reason the City of Lincoln’s Public Recycling Program would be so attractive to a media company is that Lincoln’s assets are primarily located in areas that have high pedestrian foot traffic. There are numerous prominent media companies that have regionally based offices in the region that do a substantial amount of their business specifically in the Eastern Nebraska market and are interested in incremental business by attracting Green Advertisers. A sampling of some the top media companies follows:

- CBS Outdoor
- Envirozone
- Envirobiz
- Greener Corners
- Creative Outdoor Advertising
- Lamar Outdoor
- Clear Channel Outdoor



These companies are well equipped to evaluate and access partners that would be in support of a Public Recycling Program in Lincoln with the keen understanding of compliance of the policies and guidelines set forth by the City of Lincoln. The selected media company will be responsible for the solicitation of recycling advertising opportunities.

It is expected that the selected third party partner would approach companies that have a strong record of sustainability programs. The following corporations represent a sampling of some of the major brand marketers with a propensity to promote ‘Green’ advertising campaigns:

3. “Daily Deal” (Living Local) Program MyCityDeals.com/your city

Vision

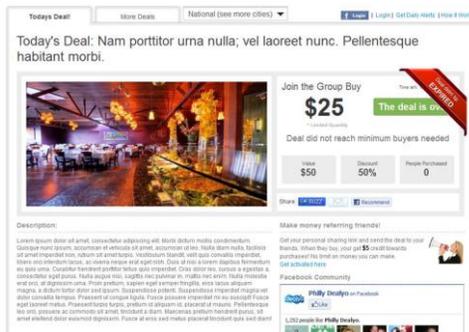
MyCityDeals will enable the City of Lincoln to participate in one of the fastest growing segments of commerce on the internet today: the “Daily Deal” space. Companies like Groupon, LivingSocial and a numerous competing sites are offering discounted deals in the City of Lincoln to your residents - but the City realizes none of the revenue generated. MyCityDeals (Living Local) will customize Daily Deal site solution that will offer daily deals and everyday deals and enable the City of Lincoln to realize new incremental revenue opportunities while delivering tremendous value to their residents. Members/residents will enjoy relevant local daily deals and everyday deals which can be purchased and redeemed through a co-branded Lincoln CITY ConnectCard.

A Perfect Storm: Economic conditions have played an undeniable role in customers’ desire to seek lower prices and bring home the elusive “good deal”. These conditions, coupled with the proliferation of ubiquitous mobile connectivity, geo-location and social media technologies has created the perfect storm for an emergence of hundreds of daily deal sites that connect users with an onslaught of buying and saving opportunities. On the other side of the equation, merchants, having experienced drops in sales of 40% or more due to the economic downturn are seeking new ways to introduce themselves to customers and increase traffic to their brick-and-mortar and online stores.



www.mycitydeals.com/yourcity

Concept



The launch of MyCityDeals.com (Living Local) begins with the development of an interactive Daily Deal site displayed prominently as a tab, widget or section on the City’s web site. This Daily Deal site will provide daily deals (special, one-day deals promoting up to 90% savings on pre-purchased services, meals, products and experiences) promoting local businesses as well as EveryDay Deals (deals at a discount of 10-50% running for a period of days or weeks). Users register with the site to enable pre-purchase and redeem deals at local merchants. Every time a deal is

purchased the city participates in additional revenue while the resident saves.

A co-branded Lincoln CITY ConnectCard is provided to residents to allow for easy and convenient deal redemption, enhanced branding and opportunities to bundle value-add loyalty and rewards programs.

Analysis

There are numerous advantages realized for both the City of Lincoln and their community when adopting this solution:

Additional revenue generation. Citizens are pre-buying deals now, more than ever. With the MyCitysDeals (Living Local) site, the City will be able to participate in the daily-deals phenomenon and drive revenue within the City rather than exporting it.

Driving hyper-local business. Local businesses will benefit from the enhanced marketing ability provided by the site and realize increased revenues and new client/customer opportunities. Opportunity will come from within the bounds of the City as well as externally.

Ability to monetize event traffic. The MyCitysDeals (Living Local) solution enables the City to participate in transactional revenue, whether that revenue is derived from a local citizen or a visitor. When coupled with the Lincoln CITY ConnectCard, event coordinators can monetize casual visitors, while they are present (driving them to local businesses) and continue generating revenue on the pre-purchased deals they buy from their site, wherever they are.

Enhanced services and value-add. The MyCitysDeals (Living Local) solution, coupled with the Lincoln CITY ConnectCard, can deliver value-added services such as loyalty/rewards points, specific city-wide deals on parking, use of facilities and other services.

Marketing and Branding. MyCitysDeals (Living Local), coupled with the revolutionary ConnectCard, enable enhanced and branding opportunities for municipalities and sponsors. The card bridges the gap between the online and offline experience and serves as an ever-present billboard in every consumer wallet.

Municipal Fundraising

Government & Municipalities: Clients such as cities, chambers of commerce and pro-business agencies view the MyCityDeals.com offerings as key components in driving local commerce and creating new revenue opportunities.

Live Events - City residents and visitors are encouraged to develop a closer relationship with their community and local merchants through the use of city-branded ConnectCards handed out at key events. Revenue is generated for both the city and local merchants as the residents save on discounted deals.

Chambers of Commerce can also work with the City to provide branded ConnectCards to their membership and help drive additional commerce to them and the City of Lincoln.

Arts, Schools and City Parks are among some of the City venues that can realize new fundraising opportunities and be featured in target marketing programs.

Community Giving/Marketing

MyCityDeals.com (Living Local) has the capabilities to give the members/residents the option to donate part of their purchase their desired cause. The member can choose from any number of causes that directly support the city or a project, part of the sales is donated to the

cause and everyone wins! All the causes are set by the city. Listed below are a few examples of community drive causes:

- Arts
- Fireworks
- Parks
- Recreation Activities
- Community Events
- Senior Programs
- Other

Benefits

The community will enjoy the many benefits, convenience and savings that this program delivers.

Local merchants benefit from increased business and new customer traffic with an opportunity to build loyal customers based on word-of-mouth and City-wide advertising campaign

The City benefits from the following:

- Dynamic revenue generator with continued residual income
- No cost to the City, the merchants or the member
- Language and Currency friendly
- Fully Customizable 3D Maps with POIs and Deals
- Major “Value Add” for your members/residents
- Keep the money in the local community

Policy Considerations

Policy considerations will remain consistent with the City’s Information Services Department policy standards.

Options

This program can be executed independently or included on the MyCity Municipal Marketing web page. Combining both web-based programs may prove more efficient if in fact both programs are of interest to the City.

4. PROUD PARTNER PROGRAM

Based on the asset opportunities available throughout the City of Lincoln and the state of the current economic environment, the City would promote individual partnership programs that feature City properties, events, and activities as well as all City approved assets that are strategically packaged in a Proud Partner Program.

The Proud Partner Program captures a wide variety of partnership/sponsorship marketing opportunities unique to the City of Lincoln by matching and leveraging assets with prominent corporate prospects who have a dedicated interest in investing in their community. This program is committed to developing public-private partnerships that are both long term and mutually beneficial by creating corporate relationships that can be expanded upon in the future, allowing large scale marketing and promotional opportunities for the Proud Partners.

A great example of a prospective Proud Partner Program is the Public Art Corridor concept that would feature large scale artwork that graces a major thoroughfare that leads directly into Downtown Lincoln. Strong participation by high profile donors of the arts and non-profit groups lends itself to a higher level of community awareness and engagement. This concept would be a premier candidate for a more comprehensive relationship that includes all of the art community projects throughout the City.



These partnerships incorporate a vast array of distinctive benefits, creating exclusive marketing opportunities for the partners, depending upon the level of corporate commitment. The Proud Partner Program will permit and encourage the appropriate use of selected City assets in ways that acknowledge and reward involvement in their local community while providing a platform for the Proud Partners to market their respective products and services.

This Proud Partner Program marketing package provides a partner the opportunity to feature their corporate brands and proprietary marketing campaigns, while addressing the most important issue for the Lincoln community which is health, safety, security, sustainability and life preservation.

The City's primary objective is to create corporate partnerships that afford the most appealing possible terms for both parties with opportunity for participation on multitude levels.

The City would solicit a response to a Request for Proposal from firms and organizations interested in becoming a Proud Partner by providing professional services needed to secure an exclusive marketing/promotional agreement. This program is based on a proprietary partnership program that features a negotiated customized rights and benefits package.

The City will also seek Proud Partners that will support the City of Lincoln's value and promote its brand image. A creative approach is paramount; the City has no specifically defined requirements or boundaries and would encourage innovative Proud Partner proposals that would be mutually beneficial to the City and the Partner.

Create a comprehensive, *flexible, customizable*, and proprietary Lincoln 360 Proud Partner Program that features City properties, events, programs and activities and leverages all City-approved assets that are strategically packaged in appropriate partnership and sponsorship offerings. These packages will be marketed to local, regional and national corporations and will feature customized rights and entitlements that are designed to promote long term revenue generating partnerships that will meet the needs and objectives of prospective partners. This program has the enormous benefit of providing an organized structure that encourages corporate engagement in the community. Partnership assets will be *combined* under the Proud Partner Program umbrella for the purpose of optimizing the offerings available and providing added value and interest to these packages by corporations and local businesses that share a common interest in the “Star City” lifestyle.

The process will include extensive interviews and discussions with proactive market savvy corporations and their respective leaders as well as aligning their marketing activities with the City’s marketing objectives.

Sponsorship is a Monologue ~ Partnership is a Dialogue

In the past sponsorship has traditionally been about sponsoring special events. It was not unusual for an organization to ask corporate sponsors for money several times during a one-year period, often reducing their chances of getting the funds they needed. Most organizations were focused on getting local sponsors for special events; for other funding they depended upon donations, grants, etc. Times are changing and the Proud Partner Program approach will mark a substantial change in how sponsorships are solicited and managed and how funds are targeted for specific opportunities.

Corporations now prefer long-term partnerships rather than sponsoring onetime special events. The sponsorship industry is a multibillion-dollar industry (\$11.7 billion in the USA in 2008 and billions more throughout the world). Increasingly, corporations are looking for strategic long-term relationships to seek the best return on investment. The City needs to look to build partnerships as well. Proud Partner Program packages should have a variety of ways for corporate sponsors to get involved with the City of Lincoln. It makes more sense to secure a partnership for the long term (3 years or more) rather than to keep approaching the corporate sponsor several times throughout the year for special event sponsorships only.

The impact of a partnership is that the City can receive sponsorship support for special events, but also key facilities, programs, public education, etc. The combined Proud Partner proposal makes it a one-stop shop for corporate sponsors. In each level of the Proud Partner Program we will be sure to feature every possible available benefit for partnering with the City. Remember for the Proud Partner, the partnership is about strategic planning to get the maximum return on investment and reaching and impacting their target audience. Focusing on partnerships instead of one time sponsorships is easier and more productive for the City and, more importantly, for corporate partners. Proud Partners receive modified rights and entitlements that fit the mold of what we have described as traditional sponsorships.

When approaching companies for partnerships, the City should focus on the long-term benefits, which will ultimately mean less work for the City and maximize return on investments

for partners in the long run. Also by cultivating long-term partnerships, the City will be able to increase the funds solicited annually thereby increasing the amount of impact of the overall Proud Partner Program.

Partnership packages will support unique and compelling events, community programs and activities that also benefit education, the arts, culture and local charities. These City customized packages will help drive brand awareness, preference and selection in geographically designated areas. They will feature a bundling of programs to afford prospective partners the broadest City opportunity while allowing prospects to insure the maximum impact directed at their respective target audience.



Active recommends the Lincoln 360 method of looking at the whole picture, maximizing package value with a comprehensive marketing approach. Anyone can add up impressions, yet it is important to include value through relevance, exclusivity, access and more. The City needs to not only look at tangible benefits like signage and hospitality, but also the intangible elements like image association, promotional rights, social movements and networking opportunities. Moving forward, the City will engage in these customized partnerships while working hard with Proud Partner prospects to cause business for them. This program will provide unprecedented reach and frequency that should exceed Proud Partner expectations and confirm the fact that the City is delivering a new innovative and invaluable cutting edge marketing solution.

The Proud Partner Program will offer three distinct levels of partnership opportunities; *Platinum Partner, Gold Partner and Silver Partner*. To insure that local businesses are not excluded from participating we have included a limited class of partnership that we call "Community Partners".

Snapshot Analysis

The City of Lincoln is fortunate to be Nebraska's capital city and home to the University of Nebraska, which has many prominent businesses, large and small, who are prone to have an inherent interest in visibly demonstrating their support for local engagement in their respective communities.

The simple objectives of this Proud Partner Program are:

- Develop new and innovative customized partnerships with a broad range of services/products as a way of connecting with all City residents and businesses.
- Through collaboration, to insure appropriate use of resources, maximize revenue development and provide needed public service.

Proud Partner Program Goals

Operational Assistance: Partnerships can also be used to offset operational costs with free or discontinued products and services:

- Dog Parks/Skate Parks
- Vehicles, computers and other field utilities
- Uniforms, water bottles, other supplies
- Professional consultation
- Volunteer needs

Health/Wellness: Partnerships can be used to develop new educational materials, programs and special events or enhance existing programs:

- Fitness Centers
- Healthy lifestyle expos
- Wellness clinics/materials
- Summer recreation programs, (e.g., camping, sports, gardening, etc.)
- Tutoring and safety programs



Public Awareness/Advertising: Partnerships can be used to create advertising that delivers important messages and develops relevancy. This can support or be part of the overall marketing community outreach campaign:

- Promote 'Top of Mind' awareness of the Lincoln's brand image
- Drive City of Lincoln's quality of life awards such as "Best Small Metro Area" and "Fittest City in the U.S."
- Deliver messages of benefits, preservations and lifestyles
- Move people up the 'Ladder of Support'

Incremental Revenues:

- Sports Leagues/Programs/Clubs
- Offset cost of partnership implementation
- Creates new products and services: brochures, maps, instruction materials, events, etc.
- Expands consumer research

Marketing and Communications Program: Support community outreach programs with:

- PSAs
- Special events/new classes
- Press events

Foundation & Volunteers:

- Membership development
- Cash and service donations
- Enlighten and inspire the community regarding the benefits of memberships

Core Package Provisions

The Lincoln 360 Proud Partner Program offers customize partner packages at four separate levels (Platinum, Gold, Silver and Community Partner) that meet local, regional and national corporate marketing needs. These partnership packages incorporate a vast array of benefits, depending upon the level of corporate commitment as illustrated in the following table:

Lincoln 360 Corporate Partnership Program Packages

Lincoln 360 Proud Partner Program Benefits Rights & Entitlements	Platinum Partner \$100,00 Annual	Gold Partner \$75,000 Annual	Silver Partner \$50,000 Annual
Designated as "Official Proud Partner of Lincoln"	✓	✓	✓
Category Exclusivity	✓	✓	
Branding Rights/Advertising (designated facilities recognition placement)	✓	✓	✓
Points of Access Displays (permits, facilities, events)	✓	✓	
Invitation to Proud Partner Recognition Reception	✓	✓	✓
Recognition at City Council Meetings	✓	✓	✓
Use of City Logo and Marks (co-op branding)	✓	✓	✓
Access to Collateral Materials (maps, newsletters, literature, etc.)	✓	✓	✓
Special Event Partnerships (TBD)	✓	✓	✓
Seating with Mayor at Proud Partner Meeting	✓		
My City Web site sponsor recognition	✓	✓	✓
Product Sampling (category exclusive)	✓	✓	
Promotional Events and Distribution (category exclusive)	✓	✓	✓
Invitation to Participate in Proud Partner Steering Committee	✓	✓	
City Employee Access (newsletters, making lists, payroll, break rooms, etc.)	✓		
Hospitality Access (events and key facilities)	✓	✓	✓
Recognition Wall Plaque for Your Corporation	✓	✓	
Market Research Access	✓	✓	✓
Inclusion in City Press Releases	✓		

Community Partner: Under \$20K Annual Investment

To insure that local businesses are not excluded from participating we have included a class of partnership that we call “Community Partner”. Any local partnership will be specific to a neighborhood, community center, facility or event. These Community Partners will be made available on the City’s Municipal Marketing Web page (My City) where a detailed description of the opportunity rights and entitlements will be posted along side costs and terms of local partnership opportunities.

Active will work closely and assist City staff to develop these local partnership opportunities. Each opportunity will be submitted to the respective City department for approval.

Program Costs

The Proud Partner will commit to provide all materials and appropriate signage, including installation as needed to complete the fulfillment of the rights & entitlements offered by the Proud Partner Program. The cost of changing all facility signage and ancillary branding will be paid for by the Proud Partner. The Proud Partner shall be responsible for contracting all work relative to the removal of any displaced existing signage and the installation of all new marketing, media and collateral materials.

Other costs covered by the Proud Partner Program include job hiring, outreach educational programs and their respective collateral materials such as flyers, recruitment announcements, brochures and educational materials.

Benefits to the City of Lincoln

1. Revenue – This will generate incremental revenue from an annual Proud Partner fee by year 2. Revenue projections would average \$75-\$100k per year; per partner with a minimum 3 year agreement term based on delivering projected 1-3 new partnerships annually.
2. Service and Maintenance – The selected firm will perform regular maintenance on all signage and advertising media components at no cost to the City. The selected firm will also manage, maintain and market any customized advertising structures for the City and will manage and operate each marketing / promotional location to the highest specifications, complying with all applicable codes and regulations.
3. Public Relations Awareness Campaign – The Proud Partner will be required to provide a marketing and public relations program specifically created to promote its sponsorship of facilities and/or events or programs as well as work with the Lincoln Convention & Visitors Bureau to integrate any unique opportunities.



Strategies for Procuring Partners

Active will undertake the following strategies for procuring Proud Partners:

- Confirm and prioritize Proud Partner categories with City's staff.
- Develop customized RFP draft to include a comprehensive list of City-wide programs (events, leagues, activities).
- Seek final approval from City staff for customized Proud Partner RFPs.
- Present an approved Request for Proposal for the Proud Partner Program to all prospects.
- Along with City staff, seek every available opportunity to promote competition.
- Conduct presentations at executive levels to vendor prospects and escort these prospects on site visitations as needed.
- Provide all the necessary information and education the vendor prospects need to understand the assets that the City is offering in exchange for the opportunity to have their advertising promote their product and services.
- Obtain and evaluate offers from each prospective proposer and evaluate their willingness to enter into substantial revenue generating partnership agreement. Based on this evaluation, Active will rank prospective proposers and submit a recommendation.
- Meet with City staff to review proposals, analyze the content, and to recommend prospect selections.
- Given preliminary City staff agreement to the selected prospects, Active will organize presentations of the preferred proposal made by the recommended prospect to City staff.
- Active will then organize negotiation meetings between City staff and prospects and monitor and advise throughout the selection process.
- Upon final selection of a vendor their offer will be referred to the City's attorneys in order to prepare a marketing partnership contract.
- Present agreement to City staff for final approval.
- Upon acceptance and execution of the winning vendor agreement, Active will work with the City's point person in managing and monitoring the relationship between the City and the vendor to ensure that both compliance and mutual satisfaction are achieved.



Target Markets

The immediate target zone of Proud Partner Program prospects will come primarily from the

City’s vendor list and list of Lincoln’s largest employers (see Appendix G: Aggregated Data). The City’s top vendor list represents existing contractual relationships that could be expanded and developed in a fashion that would be mutually beneficial to both the City and its vendors.

The Proud Partner Program will seek like-minded companies and organizations that will compliment the City’s vision, art, image and culture. These companies should be relevant and potentially provide important products, services and support for employees, visitors and citizens of the Lincoln community. All of these prospects will be introduced and vetted by City staff. All prospective partnership agreements will be presented to the City Council for approval.

Target Prospects:

Most corporations are always on the outlook for new marketing opportunities, especially marketing opportunities. The reason Lincoln’s Proud Partner Program would be so attractive to local and regional corporations is that Lincoln/Omaha market’s assets are primarily located in centrally populated areas and boast high pedestrian foot traffic and sports tourism trade. The Proud Partner Program also offers direct access to tourists and residents, who work, recreate and shop in the local communities (e.g., Downtown Lincoln). There are numerous prominent corporations that are based in Nebraska that do a majority of their business in the Lincoln/Omaha area (i.e., Kawasaki, Pfizer, State Farm, Sandhill Publishing, Ameritis, Barons, Lincoln Benefit, etc.)



Green Municipal Marketing (Added Value or Stand Alone)

In conjunction with the City of Lincoln’s commitment to play an integral role in supporting environmental and social responsibility, Active recommends that the focus of revenue generating partnerships (Green partnerships) and sponsorships are with the City’s sustainability goals and initiatives.

Active Network fully endorses the development of Green and sustainable communities; communities of residents, neighbors, workers and visitors who strive together to balance ecological, economic and social needs to ensure a clean, healthy and safe environment for all members of society and for generations to come.

The City of Lincoln has an enormous capacity to accelerate the goal of creating a healthier Green environment for residents and local businesses. The City has a unique opportunity through the Proud Partner Program to make great strides in advancing Green initiatives.

Green Marketing – In the course of negotiating Green partnership agreements with any of the top national corporations (see Appendix G: Aggregated Data), it should be remembered that almost all of these corporations have additional marketing funds available for Green initiatives and sustainability programs, and that these funds can be added to enrich the terms of an agreement. The request for proposals to prospective partners and sponsors should specifically invite “Green value added” enhancements to the overall contracts.



It is widely known that almost every municipality in the country is in many ways obligated to address Green initiatives and sustainability. Active's review of municipal Green also shows that many forward thinking large brand corporate marketers are deeply invested in sustainability. Active has already identified Green products and service products that would be very interested in establishing a revenue sharing relationship with the City in turn for promoting a Green Marketing Partnership. In many cases corporations are developing their own Green programs and projects that easily could be supported by the City (e.g., tree planting, electric vehicles, Green community facilities, onsite renewable energy). Also, from a promotional and educational perspective it will be an on-going and on-growing commitment that clearly favors public acclaim.

By becoming a City Partner, corporations can also demonstrate their support of the City's "Green" initiatives through a variety of restoration and preservation opportunities;

- Restore natural, cultural, historical or recreational projects that help tell the story of the City of Lincoln
- Improve open space development that enhance resident access to natural, cultural, historical and recreation opportunities
- Improve facilities such as community centers, playgrounds, development gardens and grounds, and exhibits that enhance resident services and educational tools
- Participation in all public relations release and media events
- Sampling and distribution of collateral materials and product
- Market research access

Potential Green Partnerships

The involvement of partners with the City's existing Green initiatives and sustainability projects most likely will highlight the fact that the City is an environmental advocate and leader in environmental compliance and protection. It also shows that the City is committed to cultivating superior environmental standards that will provide for sustainable municipal development.

Corporate Green Best Practice

With regards to executing City-wide Green campaigns with prospective partners, it should be noted that campaigns by private corporations are evolving from campaigns to movements. The excerpt below illustrates how these movements are fully embraced by corporate America and each one of these examples could and should be marketed through the City of Lincoln using the multitude of assets that are available to them.

Here are a few great examples of Green movements that are long term corporate commitments that would support numerous objectives set forth in Mayor Beutler's Cleaner Greener Lincoln initiative, powered by a Media services concept:

*“Sustainable Corporations that Turned
Green Marketing Campaigns into Movements*

It’s not enough to just run ad campaigns anymore. Customers have WAY more control over brand stories than ever before. And a brand story must mean more to a customer than “Low price leader.” It’s critical that the brand resonate emotionally and deliver physically to actually make their lives better.

If a corporation is really good, their brand will even promote change for the better in their customer and communities.

To survive in today’s market, the person, product, company or cause that is marketed has to turn their advertising campaigns into movements. Here are 6 organizations that are great examples of turning a brand into a movement that matters. At the core of these consumer brands are the drive to educate customers about healthier choices, while filling their needs with their products and offerings.

- 1. SunChips – Frito-Lay has completely structured its business model around a healthier snack chip that strives to make the planet healthier through the use of renewable energy and the first biodegradable snack bag. They even incite their customers to adopt the SunChip brand of friendly consumer environmentalism: not the Birckenstock kind, the Vans skateboarder shoe kind.*
- 2. Volkswagen, on the other hand, is doing a better job of inciting change within its customers as an extension of its brand. “The Fun Theory” is a site dedicated to the thought that something as simple as fun is the easiest way to change people’s behavior for the better. Example: Could we get more people to obey the speed limit by making it fun to do? They would have their photos taken and registration numbers recorded and entered into a lottery.*
- 3. Patagonia - “1% For The Planet” campaign is based on their own business models, the founders hatched a plan to encourage businesses to donate 1% of sales to environmental groups.*
- 4. Adelante Healthcare - The rebranding of Adelante Healthcare helped create the sustainable healthcare movement. The organization’s three pillars of sustainability include sustaining individual patient health, sustaining the availability of healthcare, and sustaining healthy households, communities and planet. Their brand has grown from a 30-year-old community clinic to a leader in sustainable healthcare: a movement their patients can actively participate in and benefit from.*
- 5. BeTrulyYou.com – They offer glass water bottles, and recently launched a campaign to encourage consumers to Fall in Love with Their Tap. All the packing products are made*



from recycled materials and are, themselves, recyclable and biodegradable. All their items are designed to inspire and contribute positively to the environment. They don't have the leverage or impact of a Walmart, but sometimes it's the small guys that I think are truly the mighty ones."

Examples of Customized Proud Partner Opportunities

Aside from the Public Art Corridor opportunity outlined earlier, the following are some additional customized Proud Partner Program opportunities.

Example 1: Dog Parks & Skate Parks

Including partnerships in your local dog and skate parks allows major corporate brands to involve themselves and their corporate marketing practices direct to the community. This public/private partnership with the City provides opportunities to promote healthy lifestyles, and to educate pet owners and skaters. Also, it becomes an important social gathering site for participants who have a passion for frequently using City assets.

Over the past few years dog parks (off-leash exercise areas) and skate parks have caught the attention of communities across the country. These specialty parks are an appealing concept for marketers interested in reaching their core audience. Arrangements allowing these marketers access and distribution rights allow them to educate communities and introduce new products to these captive audiences every day. These kinds of partnership contracts available to cities in exchange for access to these facilities are limited only by imagination, and by the ability of the City to attract and sell prospects on the desirability of the deal. Lincoln currently has two fenced dog parks and two skate parks.



Skate Parks

Skate boarding continues to be a popular sport among the youth and young adults across the country. Most cities and counties are developing municipal skate parks. This demand is causing a movement to keep skateboarders off the streets and move them to a designated safer place. However, many skate parks that are sprouting up around the United States are usually poorly designed, aesthetically unpleasant, un-maintained and underutilized. This is not due to losing its popularity (in fact we know that street skateboarding is as popular as ever) but instead it is most likely due to lack of well-designed facilities. Our goal would be to promote better skate park environments not just for skate boarder but also for the community and the environment.

Successful skateboard destinations are a rare phenomenon. Our experience has been to engage corporations who are stakeholders in the industry. Manufacturers of apparel and equipment have the best take on design and structure. In fact most industry manufacturer's employees are heavy users of skater on both streets and skate parks.

Dog Parks

Thousands of dog owners and animal lovers are discovering the simple pleasures and benefits of City dog parks. A well-run dog park will make owning a dog more manageable, providing stimulation and exercise for citizen's pets and decrease destructive habits and issue that occur in our respective neighborhoods. Most dog parks are becoming more than just an open space to run and train your dog; they are becoming a place for dog owners and dogs to socialize.

In order to maintain and operate these increasingly popular and important City assets, Active recommends focusing attention on pet based brands and services. This includes access to assets beyond just designated dog parks, it includes animal shelters, dog licensing, etc.

Policy Considerations

The City will retain all dog and skate park asset management rights, rental and permits and other promotional rights not specifically granted to the partner. The advertising standard policy that would also apply includes:

- False/misleading or deceptive advertising
- Appearance of promoting firearms
- Defamatory advertising
- Advocate of imminent lawlessness or violent actions
- Promotion of alcoholic beverages or tobacco products
- Infringement on any copy right, trade mark or slogan

Example 2: Banking / Finance

Grant a commercial bank a comprehensive service package for the right to provide the City with a wide range of banking services. Short of that, offer banks, savings and loans, credit unions, or independent service providers the exclusive right to place their ATM machines and satellite banking centers on City properties for an extended period of time.

We suggested that the City introduce an innovative opportunity for a selected major financial institution to develop a long term, category-exclusive banking relationship with the City. This relationship will also provide the selected firm with a number of specified marketing and sales rights on pre-approved City properties. These commercial rights will include appropriate partnership identifications of the partner institution's brand as well as marketing access and service distribution entitlements on and in specified City properties. Collectively, these marketing rights will have significant value by improving the City's partner's access to the communities and businesses of the City.

It is expected that these benefits will give clear, differentiating competitive advantages that will increase the productivity of the City's existing marketing and sales initiatives as well as supplying a foundation for uniquely creative new marketing applications.

The categories of rights and entitlements that we have cited below have purposely been broadly stated; they are open for negotiation and refinement, based on the proposing party's individual marketing objectives, strategies and resources. We expect that the selected financial institution's national and regional marketing teams will analyze this opportunity in light of previous government-marketing-based campaigns that may have been successful in other markets.

Once a contract for the operational banking services has been executed with the successful vendor, the supplier will be expected to include their respective marketing in the process and propose a customized Marketing Plan that cites a minimum annual dollar amount that the respondent will budget for marketing support. Also, the minimum annual dollar amount of any proposed donations to the City for the benefit of the community will need to be identified by the supplier. For each value-added or alternative enhancement that the respondent chooses to include in its response, the respondent should include the assessed dollar value for the estimated costs to the respondent for the proposed investment.

Examples of opportunities include:

- Partnership of City programs, events, and activities – examples of programs include “Bike to Work Day”, youth and senior programs, and recycling initiatives.
- Promotional – Co-op Media, custom banking machine facades, event banners, direct mailings, etc.
- Donations – cash, equipment and supplies, annual allocation of product, logo merchandise.

Benefits could include:

- Public designation as the partner of the City for use in promotional activities.
- The ability to conduct sampling or merchandising programs at City properties and partnered events, upon approval of the City.

The partnership benefits could also include cross-promotional packages, such as strategic alliances with national, regional, or locally recognized third-party brands. If proposing a cross-promotional package, include plans for any cooperative funds to market and support the services that the City offers to the community.

As a part of this process, as the City's consultant we will make a presentation at the pre-bid conference and will be available to address each proposer's Marketing staff or its agency representatives in order to help them to respond to the marketing component of the RFP.

Using the base of the Proud Partner Program levels, here is an example of a customized version designed for the bank category.

PROSPECTIVE BANKING - RIGHTS & ENTITLEMENTS

- Category Exclusivity (banking, credit cards, financial services)
- Territory Exclusivity (City of Lincoln)
- ATM Vending Access (approved facilities)
- Access City Pride Program (branding roadway/landscape, public art, improvements)
- Event Access
- Point of Access Displays (permits, license, libraries, etc.)
- Kiosks Displays (key facilities, resident and employee)
- Product Sampling Category Exclusivity – approved designated locations and dates
- Use of City logos/marks/brand
- Web site – Advertising/Links
- Promotional Events and Distribution (category exclusivity)
- Branded City Credit Card Option
- City Employee Access (payroll, newsletter, break rooms, etc.)
- City Hospitality Point of Access
- City Collateral Material (letterhead, mailings, etc.)

The City has many more important assets that can be offered to local banks that might be interested in the City's capability to enhance the selected bank's marketing efforts. Therefore, the City could offer leading local banks a comprehensive package of opportunities.

If such a comprehensive contract can be negotiated, it should produce a reduction in cost for merchant banking services, and at best should produce an important new source of positive revenue. As an example, the City of Huntington Beach receives \$70,000 per year from Citibank in exchange for the bank's placement of four ATM machines on the City's high-pedestrian-traffic retail property.

At a minimum, a contract with a financial institution or institutions, or even with an independent service provider, for the placement of ATMs on City property could be rewarding. These machines can only be sited profitably in places that have very high rates of pedestrian traffic and a location that lends itself to high utilization. Many banks today require a prospective ATM installation to promise to produce 2,000 transactions per month before they will consider bidding for the right to its use.

Other factors that play a part in the selection of suitable ATM sites include:

- **Electrical service** – the location must have electrical power either already installed or conveniently available in an adjacent space, to power the machine.
- **Hard pad** – the site must have a solid foundation.
- **Telecommunications service** – the ATM must be able to communicate with other banks and repositories of funds from which users wish to make withdrawals. If coverage is strong, wireless technology can be used to make these connections.

- **Security features** – the site must provide reasonable protection for users from predatory criminals. These features include visibility from a busy street, good lighting, high rates of pedestrian traffic, etc.
- **Signage availability** – service providers report that their income (and the City’s) will be dramatically enhanced if illuminated signage (“24 Hour ATM”) can be placed in a visible position on or near the site of the machine.

The average ATM on City property should yield an annual income of \$5,000. The selected vendor should bear the cost of installation in all but extraordinary circumstances.

Like all municipalities, the City has both existing merchant banking relationships and real estate that could be used as the basis for commercial partnerships.

In some areas, banks that work with municipalities must meet State or local certification requirements. These requirements can limit the degree to which competitive negotiations can be arranged in order to enhance the City’s revenue prospects. In fact, cities currently often find it necessary to pay for commercial or merchant banking services necessary to comply with regulations.

Banking locations sometimes requires considerable expenditures for site improvements in order to provide the kinds of communication, protection and security necessary for ATM machines to be placed on City property. If partner prospects are expected to absorb these costs, it can cause a reduction in the revenue returns from these devices.

Example 3: Telecommunications/Technology

Other Proud Partner opportunities in this category would be to grant qualified telecommunication and technology companies exclusive product and service rights in their respective areas of expertise (e.g., computer, wireless, printers, software, etc.) and to consolidate like spending throughout City departments. As they reach the term of their respective agreements, they will be bundled strategically to appeal to major brand marketers with a wide breadth of these products and services.

Active recommends that the City should aggregate as many of its telecommunications and technology contracts as possible into a single Request for Proposals. Using telecommunications services as an example, these contracts could include local, long-distance, cellular and paging services, ISP and Web site marketing, and possibly even network installation and maintenance services. By aggregating a sufficiently large package, Active believes that the City would be able to negotiate a rewarding revenue return from this contract in the form of a marketing partnership fee.

To illustrate the prospects, the City of New York’s public health system, the Health & Hospital Corporation (“HHC”), has assigned Active to assist it in negotiating a new telecommunications contract that is planned to last for years. This contract could be worth millions of dollars in revenue to the telecommunications company that wins the assignment. Their revenue will be earned for being the exclusive provider of a wide variety of services: voice communications,

both local and long distance; cellular and paging communications services; digital services, ranging from Web site hosting to ISP hosting; pay phone operations; and infrastructure development, from switching systems to networks.

In exchange for marketing agreement rights as outlined in our Proud Partner Program, HHC expects Active to secure a marketing licensing agreement from the selected vendor that will generate \$2 Million per year in incremental annual marketing revenue for HHC.

Local and State ordinances will certainly influence the degree to which the City is able to employ its assets on behalf of one or more telecommunications or technology partners. As the City moves forward with this program a real-time comprehensive analysis of all telecommunication service and technology supplier contracts needs to continue so that an aggregated negotiation for a more inclusive package can be initiated as soon as current contracts expire.

Example 4: Automotive / Fleet Vehicles

In meetings with staff, it became clear that because of the City's direct purchasing capability; Active recommends direct solicitation of a customized Proud Partner vehicle deal with a major manufacturer. The arrangement would also include local dealerships that would be considered the immediate beneficiary of the Proud Partnership. It also opens up the opportunity to feature new vehicle models (e.g.; hybrid or electric).

The goal would be to drastically reduce or offset completely the cost of vehicles over time. Fleet vehicles would also remain a candidate for tailgate advertising as described in the Media Services category.

5. PROXIMITY MARKETING NETWORK

Vision

Although this program is yet untested, Proximity Marketing contains all the attributes for a successful revenue generating campaign through mobile phone technology that uniquely fits the criteria set for by Active network for the City of Lincoln. The City would essentially be able to market directly to University students, faculty, and visitors as well as those who will be attracted by the new Haymarket facilities.

The following represents a snapshot look at the concept. Active is continuing to work closely with *Immediate Mobile* to structure and manage the infrastructure of this technology based marketing/revenue opportunity and would recommend City information technology inclusion in the event that this product is of interest to the plan stakeholders.



Concept

- To establish a Proximity Marketing network customized for the City of Lincoln that would advertise official City events and local merchant special offers directly to Bluetooth/WiFi-enabled devices, mainly mobile phones, within each established Proximity Marketing coverage area (City).
- To provide an advertising revenue sharing opportunity to the City of Lincoln.
- Promote and engage local merchants with low cost marketing opportunities.

Analysis

A Proximity Marketing network is the next level by which the City of Lincoln can promote and profit from Mobile Advertising sales, Brand Awareness campaigns, local merchant Special Offers, promotions and other relevant content broadcasted directly to Bluetooth/WiFi-enabled devices, mainly mobile phones, within proximity of the network.

The company, Immediate Mobile, brings extensive Bluetooth-operational efficiency knowledge and experience to the City. They succeed by understanding the whole Bluetooth-Operational Efficiency lifecycle – from understanding how to support basic Broadcasting needs, to complete design, implementation, and support of complex Network environments, Immediate Mobile will ensure the right people, the right process, and the right technology combine to increase your organization's business agility and bottom line results.

By deploying the Proximity Marketing Systems, the City of Lincoln will see the following benefits:

- Delivery of City and Advertiser Content to Mobile Devices.
- Drive Customers to local Merchant stores and Event locations.
- Access to Affordable Advertising for local merchants.
- Improve Communication to the community and tens of thousands of visitors each year.

- Provide Emergency Management/Public Announcement messages across the entire network (weather reports, AMBER alerts, distribute law enforcement Most Wanted posters, communicate securely with staff, etc...).
- Generate advertising revenue via proposed Proximity Marketing System on a revenue share basis.
- No Cost to the City.
- Track and measure campaign performance in real time and react to the real time statistics.

Immediate Mobile is the industry leader in Proximity Marketing Systems backed by factory certified technicians and factory certified network maintenance engineers. They provide exclusive sales, service and support of Bluetooth and WiFi Products. They stand behind their products with a full on year manufacturer's warranty on every system that they install and manage.

The solution represents a combination of Bluetooth and WiFi Proximity Marketing devices configured for network operation. Providing a dual layer content delivery system designed to reach the largest number of wireless devices with the proposed coverage areas.

Sample Pro Forma Sales Summary (City of Huntington Beach, California)

The following table outlines the City of Huntington Beach's projected Revenue Sharing income for the remainder of 2011 and the four following years.

Income Projection for Year	Year 1	Year 2	Year 3	Year 4	Year 5
<u>Ad Sales Forecast</u>	<u>\$500,000</u>	<u>\$12,000,000</u>	<u>\$12,000.00</u>	<u>\$12,000,000</u>	<u>\$12,000,000</u>
Revenue Share (15%)	\$75,000	\$1,800,000	\$1,800,000	\$1,800,000	\$1,800,000
Gratis Advertisements	\$30,000	\$60,000	\$60,000	\$60,000	\$60,000
Total Value (cash+gratis adverts)	\$105,000	\$1,860,000	\$1,860,000	\$1,860,000	\$1,860,000
<u>5 Year Pro forma Deal Value:</u>	\$7,545,000				
Disclaimer: for illustration purposes only. Does not constitute actual revenue.					

Keys to Success

- City of Lincoln 3-5 Year Contract (Category Exclusivity)
- City of Lincoln Letter of Endorsement: One key to success will be a Letter of Endorsement, or equivalent, from the Mayor on City letterhead.
- Access to City Owned Structures: Gaining access to geographically strategic City owned structures will play a vital role in achieving successful network coverage and deployment.

- **Minimum Number of Advertisers:** A minimum number of advertisers must be contracted under an Advertising Services Agreement, fully paid in advance, prior to the start equipment installation to trigger this Agreement and proposed revenue sharing arrangement.
- **Key “Anchor” Advertiser Contact Information:** A list of key “Anchor” advertiser contact information will be necessary in order to solicit advertising sales.

6. MEDIA SERVICES

Introduction

It is important to emphasize that this Corporate Partnership Program is not about erecting billboards or proliferation of signage. This program is designed to promote and maximize existing marketing efforts while featuring access and distribution for corporate partners not billboard signage. The majority of the corporate partner programs are designed to engage local businesses. The integrity of these programs will be protected by these local business partners who have a vested interest in the Lincoln image.



Pursuant to our marketing discussions and department meetings, the Media Services comprehensive marketing package provides the City of Lincoln with a realistic opportunity to create substantial new revenue streams together with dynamic advertising/media programs that enable state-of-the-art messaging and new promotional messaging which then promotes the City's activities, events and as importantly, the Lincoln brand. Our top priority for this category is focused on immediately addressing sponsorship opportunities with the downtown district, StarTrans and the bus shelters.

Active has researched and inspected key locations that qualify as valuable properties for the Program and have developed an inventory overview of sites that are featured in the Demographics and Assets Section of this Plan. Ultimately, these assets create a viable revenue generating advertising program with long-term sustainability. Active is also mindful of the fact that in general, outdoor advertising at City properties has historically has been quite limited and that local regulatory environment is currently somewhat restrictive. Some of the assets set forth in the Media Services category are readily available, while others are progressive and may not be included in the immediate offerings. It is therefore recommended that the selected third party vendor will need to be involved with their team of experts prior to and during the process of establishing and rolling out this Media Services program. This speaks to the critical need to select the most qualified media company who will be focused and incented on the development of this new program.

Accordingly, the City will need to obtain all necessary permits and approvals to proceed with the implementation of the program and allow the selected third party vendor the ability to immediately build and maintain the necessary advertising components at no cost to the City. These may include building interiors, vehicles, digital network displays, and bus shelter panels.

The Media Services product mix will contain diverse advertising components (as described above) which will enable the City to request generous guaranteed payments while establishing a comprehensive outdoor advertising infrastructure that will facilitate all of the Media Services program goals. Ancillary benefits would include support for the City through dedicated messaging, sponsorships, and partnerships.

With respect to digital dedicated messaging on internal facility displays, the provision of possible digital displays will best serve the City's need to communicate emergencies; amber

alters and promotes City community activities in each respective resident development (internal facility displays). In order to be in compliance with the City's sign ordinance, digital network components will be located within city facilities. Advertising on the digital network will be displayed simultaneously on each display and typically consist of an eight-second spot that runs every 64 seconds continuously, 24 hours a day, seven days a week. Advertisers will be able to deliver real-time information, and have the opportunity to target and purchase campaigns by day part, locations, or geography. These digital networks will present a powerful revenue generating opportunity for the City and will enable the fulfillment of the goals for the program.

Overview

Through an RFP process (see Appendix C: Media Services RFP) the City of Lincoln, with the assistance of Active, will seek proposals from qualified professional service providers who are experienced in internal and external Media Services, marketing and sponsorships to enter into an agreement directly with the City. The City would request the selected third party vendor to assist Active in the pursuit of ancillary marketing opportunities such as sponsorships, partnerships and City-wide events and initiatives with the objective with improving the quality of life and image of the communities served by the City. The selected third party vendor would also be given the opportunity to provide the City's Media Services requirements on an exclusive basis. The agreement may be for a 10-15 year period.

It is important to note the advertising media is intended to be primarily non- public forums and any advertising displays are clearly for the purposes of generating revenue for the City and not for providing a forum for expression or inappropriate commercial advertising. Displays of non-commercial alcohol/tobacco/adult oriented advertisements will strictly be prohibited (see Appendix B: Lincoln Sponsorship Policy). As such, individual advertisers must qualify and obtain permission to advertise and the burden is on the selected third party vendor to make sure all advertisements comply with City guidelines and standards.



Proposed Lincoln Fee Structure and Timeline (Business Processes)

Term and Fee Structure – Propose a 10-15 year initial term with an option for annual renewal. The City will seek a revenue share agreement with possible annual upfront guarantees. The City will expect revenue shares at approximately 25% - 30% of net revenues (depending upon market conditions).



Business Process Timeline – The selected vendor should have the organizational infrastructure, experience, and financial capacity in place to implement and proceed with minimal delay.

The timeline listed next is a preliminary schedule that will be finalized upon selection of the winning firm bid.

Timeframe	Implementation Task
Immediately upon agreement signing	Valuate City assets. Begin focus on the most valuable assets and the ones that require the least amount of initial investment and regulatory conditions.
	Identify necessary permits zoning issues on all City assets and develop work plan to secure permits. Initiate applications process.
Within the first 30 days of the agreement	Create marketing and sales materials for City assets.
Between 60-90 days of the agreement	Present sales materials to all National Media Buyers and selected firm current client database. This will be done through e-mail, live presentations, phone calls, and the selected firm’s personal relationships.
	Identify local advertisers that would be best suited for each available asset (i.e.: local businesses, agencies and local media buyers, etc.)
Between 90-120 days of the agreement	Present sales materials to all local advertisers that have been identified.
	Contract all sales directly with selected firm.
	Seek final approval on advertising creative from the City.
Post agreements - ongoing	Project Management – Manage production, installation, removal and maintenance of advertising for all contracted sales. Timeline depends on medium used.

Proposed Examples of Media Components –

1. *Potential Digital Network* - The latest technology digital displays resemble standard print advertising when viewed, but also allows advertisers to change messages through the course of the day. Generally these digital displays are 3 ft in height by 2 ft in width (require sign ordinance modification).
2. *Vehicle Fleet* - City vehicles carries an advertiser’s message on a customized sign, wrap or vehicle-top. The City has over 140 vehicles that would be appropriate for

customized advertising. Sizes will vary per vehicle. Larger trucks would be 7 ft in height by 16 ft in width, medium sized vans and utility vehicles would be 3 ft in height by 15 ft in width and smaller vehicles/tailgate opportunities would be 2 ft in height by 5 ft in width.



3. *Bus Shelters* - Advertising displays, many that provide a public amenity, positioned at close proximity to pedestrians for eye-level viewing or at a curbside to impact vehicular traffic (require sign ordinance modification).

4. *Bench Backs* – Prominently displayed advertising on the back panel of city benches that can be found at bus shelters, parks and transit centers (require sign ordinance modification).



5. *Web Site* - Online advertising that could include contextual ads on search engine results pages, banner ads, Social network advertising, online classified advertising, advertising networks and e-mail marketing.

Benefits to the City of Lincoln

1. *Revenue* – This will generate incremental revenue from advertising fee sharing. Revenue projections would be approximately \$250k - \$750k per year with an estimated 10 - 15 year agreement based on delivering the following advertising media assets: digital network displays, backlit panel posters, pole banners, vehicle fleet, bus shelters, bench backs and web site.



2. *Service and Maintenance* – The selected firm will perform regular maintenance on all structures and advertising media components at no cost to the City. The selected firm will also manage, maintain and market advertising structures for the City and will manage and operate each advertising location to the highest specifications, complying with all applicable codes and regulations. All repairs or any operational or procedural matters that arise will be responded to quickly, safely and efficiently. With regards to a digital display, aside from regular structural maintenance and cleaning, the security of digital network is of the highest priority to the selected firm.

3. *State-of-the-Art Communication Tools* – As stated above, the digital displays as well as the other advertising media components will be utilized to communicate with its residents and communities in an effective and widespread manner. The City's messaging applications could include Amber Alerts, fugitives felons wanted, weather alerts and health related messages. It would also promote sustainability as well as events and community activities. Messages conveyed by the City through the digital network system could also be configured to a geographic area based on specific needs with respect to each resident development or community. An added benefit would be to include mobile applications as the technology becomes available.



Revenue Projection Rationale

Given the approval process of the Building, Planning, and Zoning department, we do not anticipate generating substantial revenue until the back end of the first year. This process can be accelerated if zoning and permit approvals are issued earlier.

Assumptions

- Zoning and permitting process will need to be cleared for approval within 8 – 12 months.
- Third party vendor will be selected prior to zoning and permitting process in order to support the process as an independent resource.
- Lincoln Convention & Visitors Bureau team and staff support the Media Services objectives and strategies.
- Media Services advertising locations can be placed in high visibility locations with heavy pedestrian traffic.
- Term of the Media Services agreements will for a minimum of 10 years.

Revenue Considerations

- Advertising will be a combination of local, regional and national brand participation.
- Advertising rate sheets will be developed to navigate prospective sponsors through multi-level sponsorship commitment opportunities to allow more local participation.
- Advertising rates will be structured to be consistent with outdoor advertising rates in the Lincoln market.
- Rates should be periodically reviewed to ensure that they remain competitive.

Success Factors

There may be a risk if the third party vendor does not fully comply with program objectives. This program is designed to be a seamless positive addition to the Lincoln community. Areas that are defined as possible risk factors which were clearly identified in the focus group study are as follows: performance risk, vandalism, revenue allocation and of course, ongoing resident response.

- With regards to performance risk, this program will request the third party vendor to generate advertising revenue thus creating a no cost program for the City. Third party vendor will bear all costs for the structures, materials, advertising, insurance, maintenance, labor costs and collateral materials.
- In response to vandalism issues, the third party vendor will provide advertising media structures that are constructed for strength and durability. The vendor will also provide

a 24-hour emergency response service if damage should occur to any of the Media displays.

- Public acclaim could negatively impact the Media Services program if revenue accountability and allocation is not clearly communicated. The third party vendor program will include support for the City's education and awareness campaigns and initiatives.

Zoning Laws / Permit Requirements / Municipal Regulations

After careful review of the City of Lincoln's Zoning Regulations, Active recommends that zoning and permitting issues be discussed and resolved with the Buildings, Planning and Zoning department prior to execution and implementation of a Media Services program in order that relief be granted so that the program may be executed through subsequently identified locations.

Policies and Procedures

The purpose of the Lincoln Sponsorship Policy (see Appendix B) is to provide guidelines for the development, implementation and management of the City of Lincoln's Corporate Partnership Program in order to ensure that all resultant partnership agreements support the City's goals, while remaining responsive to the public's needs and values.

Program Costs

The third party vendor will be responsible for the cost of design, manufacturing, delivery, installation and maintenance of all advertising media structures.

Strategies for Procuring Partners

Active will undertake the following strategies for procuring a Media Services third party vendor for the City:

- Present an approved Request for Proposal (RFP) for the Media Services program to all vendor prospects (see Appendix E: Media Services RFP);
- Along with City staff, seek every available opportunity to promote competition;
- Conduct presentations at executive levels to vendor prospects and escort these prospects on site visitations as needed;
- Provide all the necessary information and education the vendor prospects need to understand the assets that the City is offering in exchange for the opportunity to have their advertising promote their product and services;
- Obtain and evaluate offers from each prospective proposer and evaluate their willingness to enter into substantial revenue generating advertising agreements. Based on this evaluation, Active will rank prospective proposers and submit a recommendation;

- Meet with the City staff to review proposals, analyze the content, and to recommend prospect selections;
- Given preliminary City staff agreement to the selected prospects, Active will organize presentations of the preferred proposal made by the recommended prospect to City staff;
- At the City's request, Active will then organize negotiation meetings between the City staff and prospects and monitor and advise throughout the selection process;
- Upon final selection of a third party vendor their offer will be referred to the City's attorneys in order to prepare a marketing partnership contract;
- Present agreement to City Staff for final approval; and
- Upon acceptance and execution of the winning vendor agreement, Active will work with the City's point person in managing and monitoring the relationship between the City and the vendor to ensure that both compliance and mutual satisfaction are achieved.

Target Prospects:

Most major outdoor media companies are always on the outlook for new media opportunities. The reason the City of Lincoln's Media Services would be attractive to a media company is that the City's assets are primarily located in a heavily populated area and have high pedestrian foot traffic. There are numerous prominent media companies with offices in the region that currently do business in the Lincoln market.

These companies are well equipped to evaluate and access partners that would be in support of a Media Services program in the City of Lincoln with the keen understanding of compliance of the policies and guidelines set forth by the City. The selected media company will be responsible for the solicitation of advertising opportunities.

A sampling of media companies are as follows:

- Burkhart Advertising
- Clear Channel Outdoor
- Commercial Outdoor Advertising
- Lamar Outdoor
- MR Signs Inc
- Thompson Outdoor
- USA Companies
- Waitt Outdoor Advertising

7. LINCOLN MY CITY WEB PAGE

Vision



This unique customized online marketing tool is revenue generating and cost reducing by design. The Lincoln My City Web page (“My City”) functions as a centralized information and marketing management center for all City-wide activities and important community initiatives designed to support and establish successful programs such as the InterLinc program. This comprehensive web page also encourages the community to gain a better understanding about the City’s initiatives, campaigns and events and allows community engagement through marketing transactions, sponsorships, volunteerism and donations at levels that are appropriate and affordable for individuals and businesses.

Concept

The launch of My City begins with the development of an interactive municipal marketing web page with proprietary positioning on the City’s web site to display information that would be commercially useful to all City revenue opportunities and marketing sponsorships and partnerships. The City, in collaboration with Active, would engage a suite of online technology solutions to automate and streamline online sponsorships, donations, partnerships, campaign managements, event registration, marketing, promotions and events. This allows the City to collect online donations for any type of fundraising campaign in coordination with an existing event or a stand-alone fundraising drive. The My City web page would be a clearinghouse for all of the City’s marketing activities. Each marketing section will have a specific target audience, and will be educational, provocative and have the ability for constituents to engage directly and to make online contributions immediately.

The key sections recommended are:

- Current Partnerships/Sponsorships
- Green Sustainable Marketing Partnerships
- Mayor’s Message
- New Partnership / Sponsorship Opportunities
- Donations / Give Where You Live (Parks, Recreation, Cultural Activities, Sports, and Seniors)
- On Line Advertising / Advertisements (Google Ads)
- Idea/Suggestion Box (got ideas?)
- Marketing News Around the Country (Latest News)
- Volunteering
- Registrations and Event Ticketing
- Featured City Campaigns (Seasonal or Non-profits, etc.)

Analysis

This customized municipal marketing site will have multi-purpose capabilities. This site will feature Citywide marketing efforts and promote the City's partnerships and sponsorships. It will also serve as a revenue-generating tool that registers and educates commercial sponsors, public donations and Green partnerships. This page will include features that allow direct financial transactions, message boards, promotions and email communication capabilities. By driving traffic to the City web site and promoting the My City web page the City will have created a marketing tool that can be used for revenue generation at the City's discretion. The potential revenue from this source will be determined upon the number of partners/sponsors, the amount of promotion by the City and the content value developed.

Green Marketing Partnerships: Included in this page will be the latest information on sustainability and green initiatives. By promoting our Green partners and sharing revenues on sales of their respective products and services allows both revenue generation and benefit to the community. It also positions the City as a leader and steward of environmental issues.

Events, issues and ideas can be reviewed, evaluated and commented on to better position the City as a true leader and listener of its respective citizens. There is also the opportunity to feature dedicated Green marketing partnerships. These partners could promote their respective Green products and services while sharing revenue with the City.

Municipal Fundraising: An example of raising revenues through promotions would be if the City were to cancel the annual "Uncle Sam Jam", Jazz in June, Dog Splash or senior program or event. A plan to have citizen and merchants participate in a fundraising program would direct them to the My City web page (local media could also support this promotion).

Community Giving/Marketing: By including the ActiveGiving software solution Active will provide online fundraising technology for any or all departments or groups (profit or non-profit) to maximize fundraising potential and drive additional revenues. Active is well suited to develop these donations and fundraising tools. Currently Active manages over 40 thousand listings each year and over 200 million in registration fees making Active the leading provider of this customized technology. This is the best tool that is adaptable for even individual use for any cause deemed appropriate for the City.

ActiveGiving Software Solution

- Fundraising technology that can be used to collect general donations, membership fees, campaigns and individual and team fundraising
- Online registration for your "thons", walks, 5K's, marathon training program, golf outing, or special event
- Website design and hosting
- Fundraising consulting and excellent customer support for you and your fundraisers
- Online trainer (www.activetrainer.com)
- Online registration and management for your volunteers
- Many contacts in the participatory sports world that can help you build your programs

- Online community message boards
- Fundraising Tips

Benefits: The purpose is to engage local citizens, regional and local businesses and prospective sponsors and donors in a manner that would allow the following benefits:

- Promotes and solicits City marketing partners and sponsors
- Educates the public regarding City marketing programs
- Supports Green and sustainability plans with actionable alternatives
- Generates revenue from creative marketing partner agreements
- Interacts with the public by blogging or polling capabilities
- Creates a venue for site or event specific funding/donations
- Provides a platform for City wide fundraising and promotions
- Archives press and success stories in support of the City's municipal marketing efforts
- Builds a database of residents, donors, and sponsors

Policy Considerations

Policy considerations will remain consistent with the City's Information Services Department policy standards.

Valuations

The primary value of the My City Web page is to act as a marketing tool that will promote all of the City's revenue generating offerings. This is a proprietary program and revenue valuations are unavailable at this time.

8. NAMING RIGHTS

Introduction

The purpose of the Naming Rights program is to associate a corporate name with selected City public facilities such as community and recreation centers, major trail heads, senior centers, and high profile Citywide programs and events. This opportunity will forge a partnership between the private and public sectors that will generate long-term incremental revenue for the City. Public sector financial benefits could include the enhancement of marketing budgets to attract new events, upgrades to state-of-the-art technology, and continued facility capital improvements. For the corporate Naming Rights partner, City facility naming rights can mean far more than the traditional advertising and media buys. Naming rights give the selected corporation an opportunity to showcase its name at the facility and forge an ongoing relationship with that respective local community, while creating a cost efficient method to advertise and brand itself.

Overview

The goal is to select the most suitable Naming Rights partner through a formal Request for Proposal process that is designed to attract competitive bids from corporations supportive of increasing the City's profile and regional and national recognition (see Appendix F: Naming Rights RFP). The selected Naming Rights partner will have the non-exclusive right to place its name at the facility or events using external and internal signage.

Background / Naming Rights

The economics of government today is such that management must constantly look to new revenue sources. Maximizing revenue from facilities, events and other government assets has been identified as a particularly suitable means of keeping pace with escalating operating costs. Historically, publicly owned arenas and stadiums in North America have been named after a geographic location (Texas Stadium), a significant individual (RFK Stadium), or the tenant (Giants Stadium). However, the purchase of naming rights represents a unique marketing opportunity for corporations. Qualified government facilities are relatively few in number, which in turn makes duplication by competitors virtually impossible. There is an indication that the scarcity and uniqueness of some government properties has proven to be quite valuable and an ideal means for establishing a presence in regions where corporations have not previously conducted business or are seeking to expand operations.



The motives for facility sponsorship are to provide a public service as well as enhance the sponsoring company's market position. Facility sponsorship pricing is directly affected by the naming rights agreement contents or entitlements. The majority of these naming rights arrangements include not only the name of the facility but also an understanding that the

name will be used in association with the facility at all times by Lincoln City officials, Convention & Visitors Bureau and the local community. All parties typically agree to not only make reasonable efforts to use the name in facility identification, but also facilitate media usage in all media communications. The quantity and location of facility signage generally emerges as a significant component of naming rights negotiations. Ideally sponsors desire to see their name and logos located in the “heart of the action locations”. Those are locations that are prominently affixed to the exterior of the facilities, playing surface and key equipment related to the events and programs.

Another negotiable element commonly found within a sponsorship agreement is the “extended” use of the rights holder’s name, aside from signage, throughout the facility. In many cases the sponsor’s name adorns directive street signs, employee uniforms, trashcans, letterhead and drinking cups. Additionally, the quantity and quality of events to be held at these facilities heavily impact the cost of the Naming Rights sponsorship. The presence of a base tenant in the form of a league, orchestra or club guarantees a minimum number of dates that the facility will be in operation thus generating sustained exposure and entertainment opportunities for the Presenting Sponsor rights holder. Base tenant existence can also lead to hosting other sports related events such as playoff games, all-star events, regional competitions and championship finals. Combining sport and non-sport events, such as conferences, concerts and classes allow facility management to generate the number of facility events necessary to make naming rights a more attractive proposition for a corporation.

Relevant Case Study

“Naming Rights a Big Business

By Shaun Sutner
Worcester Telegram & Gazette

Communities look to bolster coffers - When a pair of major regional banks put up big money to slap their logos on two landmark chunks of city-owned property, city officials and community boosters took notice. Naming rights deals were no longer just for big-market pro football teams and glitzy basketball arenas. Here and across the country, cities and towns and school districts are marketing corporate sponsorships for everything from high school athletic fields to airports.

While these arrangements have succeeded in capturing much-needed private revenues to support public services, some of the deals have also raised questions about the commercialization of youth sports and municipal dependence on potentially risky business propositions.

In Worcester, the consensus is that the two high-profile naming rights deals have been winners for the cash-strapped city, which has had to resort to layoffs and budget cuts to deal with a fiscal crisis stemming from deep cuts in state aid. So the push is on to look again at naming rights, along with other potential new revenue streams such as convincing colleges and other nonprofits to make payments in lieu of taxes, as another way to get the city through perilous fiscal times.

Recently, City Councilor At-Large Gary Rosen proposed that the city consider corporate sponsorships for the Great Hall at Union Station, Worcester Regional Airport and city-owned ball fields. “Maybe it’s not easy in this economy, but I think the experience with naming rights so far has been great advertising for the companies and sponsors and good revenues for those facilities,” Mr. Rosen said in an interview. “We’ve got work to do, but more of this is around the corner.”

In 2004, Digital Federal Credit Union of Marlboro pumped \$4.8 million into the city’s coffers by buying the naming rights for 10 years to the rechristened DCU Center, formerly the Worcester Centrum. In addition to having its name emblazoned on the heavily used arena, DCU secured exclusive rights to have its ATMs installed in the building and to market its credit union to the center’s employees, among other benefits. Worcester-based Commerce Bank & Trust followed DCU two years ago with another 10-year deal — this one totaling \$1 million, including \$800,000 in cash and \$200,000 worth of signage, for renaming the old Foley Stadium high school field Commerce Bank Field at Foley Stadium.

That transaction remains one of the most lucrative naming rights deal yet inked for a high school field in the country. A similar contract in high school sports-crazed Texas went for \$1.9 million, but a good portion of that went toward paying a broker to sell advertising space. Most high school pacts have been in the \$50,000 to \$100,000 range, and some school districts have sold seats in gymnasiums and rooms in high schools...”

Proposed City Fee Structure and Timeline

Timeframe	Implementation Task
Immediately upon agreement signing	Apply for all necessary permits for the identified facility.
	Third party vendor works with the City to decide on roll out of primary signage procurement (featured sign on facility).
Within the first 30 days of agreement	Seek final approval from the City for signage creative and design
	Third party vendor works with the City to decide on roll out of secondary signage and collateral materials (interior signage, newsletter, printed materials, and press releases.
Within the first 60 days of agreement	Execute a public relations ribbon cutting ceremony to celebrate the Presenting Sponsors’ new relationship with the respective facilities, events or programs.
Within 3 months of the agreement	Project Management – ongoing meetings to maximize Presenting Sponsor /City relationship.
Every 6 months during term of agreement	Physical inspections of all Presenting Sponsor materials, including signage.

Term and Fee Structure – Propose a 5-10 year initial term with an option for annual renewal. The City will seek an annual sponsorship fee for each year of the agreement.

Business Process Timeline – The selected vendor should have the organizational infrastructure, experience, and financial capacity in place to implement and proceed with minimal delay. The timeline listed below is a preliminary schedule that will be finalized upon selection of the winning firm bid.

Proposed Examples of Media Components

Size of the Naming Rights display signs would vary based on size of location. Estimate range would start at larger fixed signage size ranging from 25 ft in height to 25 ft in width down to poster size at approximately 3-4 ft in height by 5-8 ft in width. Size of sign will depend entirely on facility and appropriate visibility in the respective community.



Benefits to the City of Lincoln

1. *Revenue* – This will generate incremental revenue from an annual Naming Rights fee. Revenue projections would be \$75k - \$250k per year for a 5 -10 year agreement based on asset and number of assets named.
2. *Service and Maintenance* – The selected firm will perform regular maintenance on all signage and advertising media components at no cost to the City. The selected firm will also manage, maintain and market advertising structures for the City and will manage and operate each advertising location to the highest specifications, complying with all applicable codes and regulations. All repairs or any operational or procedural matters that arise will be responded to quickly, safely and efficiently. With regards to a digital display, aside from regular structural maintenance and cleaning, the security of a digital network is of the highest priority to the selected firm. Each digital display will be equipped with a camera and video monitored by the selected firms service team.
3. *Public Relations Awareness Campaign* – The Naming Rights partner will be required to provide a marketing and public relations program specifically created to promote the new facility and/or events or programs locally and regionally.

Revenue Projection Rationale

Given the approval process of the City, we do not anticipate generating substantial revenue until the second or third year. This process can be accelerated if zoning and permit approvals are issued earlier.

Assumptions

- Local and regional companies have an interest in investing in their local community.

- Naming Rights packages will include added value beyond just name association.
- Naming Rights sales will be seasonal (prior to summer and start of new year).
- Numbers could change dramatically by size of location and by marketing applications.
- Numbers are based on current economic environment as the economy strengthens these numbers could increase dramatically.
- Based on minimum of 5-year agreement.

Revenue Considerations / Sponsorship Tiers

- Advertising will be both local and regional with the possibility of national brand participation.
- Advertising fee will be developed to navigate prospective sponsors through multi-level sponsorship commitment opportunities.
- Tiers or sponsorship levels will be set by number of locations and length of agreements.
- Advertising rates will be structured to be consistent with comparable naming rights rates in the Lincoln market.
- Rates should be periodically reviewed to ensure that they remain competitive.

Success Factors

The choice of Naming Rights, and the extent to which they are enforced, is often a contentious issue, with partisans holding their viewpoint to be the best and others to be inferior. Moreover, even with well-defined naming rights programs in place, some organizations may fail to consistently adhere to them, causing inconsistency as well as confusion.

These challenges may be exacerbated if the naming rights rules are internally inconsistent, arbitrary, difficult to remember, or otherwise perceived as more burdensome than beneficial.

It is therefore important that the City remain progressive and proactive during and after the contracting process.



Zoning Laws / Permit Requirements / Municipal Regulations

After careful discussions regarding Zoning Regulations for the City's sponsorship initiatives, Active recommends that zoning and permitting issues be discussed and resolved with necessary departments and authorities prior to execution and implementation of a Naming Rights program in order that relief be granted so that the program may be executed through subsequently identified locations.

Policies and Procedures

The purpose of the Lincoln Corporate Partnership Program Policy (see Appendix B) is to provide guidelines for the development, implementation and management of the City of Lincoln's Corporate Partnership Program in order to ensure that all resultant partnership agreements support the City's goals, while remaining responsive to the public's needs and values.

Program Costs

The sponsor will commit to provide all materials and replacement signage, including installation as needed to complete the re-titling of the selected City facility. The cost of changing all exterior and interior signage will be paid for by the Naming Rights program. The Naming Rights program shall be responsible for contracting all work relative to the removal of any displaced existing signage and the installation of all exterior and interior signage.

Other costs covered by the Naming Rights program include resident hires, outreach educational programs and their respective collateral materials such as flyers, recruitment announcements, brochures and educational materials.

Strategies for Procuring Partners

Active will undertake the following strategies for procuring Naming Rights Partners for the City:

- Present an approved Request for Proposal (RFP) for the Naming Rights program to all vendor prospects (see Appendix C: Naming Rights RFP).
- Along with the City's Interdepartmental Team, seek every available opportunity to promote competition.
- Conduct presentations at executive levels to vendor prospects and escort these prospects on site visitations as needed.
- Provide all the necessary information and education the vendor prospects need to understand the assets that the City is offering in exchange for the opportunity to have their advertising promote their product and services.
- Obtain and evaluate offers from each prospective proposer and evaluate their willingness to enter into substantial revenue generating partnership agreement. Based on this evaluation, Active will rank prospective proposers and submit a recommendation.
- Meet with the City's Interdepartmental Team ("Team") to review proposals, analyze the content, and to recommend prospect selections.
- Given preliminary Interdepartmental agreement to the selected prospects, Active will organize presentations of the preferred proposal made by the recommended prospect to the Team.

- At the City's request, Active will then organize negotiation meetings between the Team and prospects and monitor and advise throughout the selection process.
- Upon final selection of a vendor their offer will be referred to the City's attorneys in order to prepare a marketing partnership contract.
- Present agreement to the Team for final approval.
- Upon acceptance and execution of the winning vendor agreement, Active will work with the City's point person in managing and monitoring the relationship between the City and the vendor to ensure that both compliance and mutual satisfaction are achieved.

Target Prospects

Big Brand corporations are always in marketing / media opportunities within their respective communities. The reason the City's Naming Rights program would be so attractive to a local corporation is that the City's assets are widely recognized locally and regionally and are in areas that have extremely high pedestrian foot traffic. The local residents are attracted to and frequent these community facilities, events and programs. There are numerous local and regional companies that are headquartered in Nebraska that do a majority of their business in the Lincoln market. A sampling of some the top corporations would be similar to that of the Proud Partner Program. These companies have prominent visibility in the Lincoln area and are well equipped to evaluate a Naming Rights opportunity due to the amount of local retail and service locations as well as thousands of employees that live and work in the local area.



VII. PROPOSED NEXT STEPS

The execution of the Lincoln Corporate Partnership Program entails the application of substantial effort, skill, and commitment. For the Program to succeed it will require not only Active's successful performance but also continued administrative oversight by the City Team.

- The Team should review the contents of this document, and approve or provide Active with directions for modifications to these recommendations.
- Active will provide in this document a list of programs in priority order. Once the appropriate sequence for a set of ideas has been agreed upon, Active will assist Lincoln to initiate each project in the agreed upon order. Wherever necessary, projects will be initiated by Active providing the City with a project recommendation giving a more comprehensive description of the project than we have provided here. This document will include a project rationale and recommend policies and procedures. It will also supply a base of RFP sample templates for immediate execution upon approval.
- Active will work with the Team at the City to develop each approved program. This step includes extensive communication via personal meetings, phone, and email.
- Active will present each program to the Team for approval.
- With approval, Active will develop a Corporate Partnership Package for each approved program that reflects an agreed-on strategy, including the rights and benefits to be offered to prospects. Active will use this in Request for Proposals wherever it's appropriate. This will allow the City to agree in advance to offering specified terms that meet its requirements. It will also confirm the ability of the City to deliver prospects' expectations in ways that will encourage competitive offers. Active will regularly confer with the City in order to keep them updated on Active's progress.
- Active will work with priority target prospects and present the subject RFP's marketing package. Active and the Team should seek every available opportunity to have several companies compete. We will conduct presentations at multiple executive levels within prospects' corporate structure and escort the prospects on site visitations as needed. Active will provide all the necessary information and education they need to understand the assets that the City of Lincoln is offering in exchange for the opportunity to promote their brand, product or service. Wherever necessary, Active will provide appropriate assistance to prospects that they may need in order to prepare suitable responses to the RFP.
- Active will assist in all phases of negotiation with one or more prospective corporate partners. Prior to submission of their proposals, Active will repeatedly encourage leading prospects to compete aggressively in bidding against their business rivals. Active shall obtain and evaluate offers from each prospect indicating their willingness to enter into a partnership agreement with the City.
- Active will meet with the Team to review proposers' bids, to analyze the content, and to recommend prospect selections. Given preliminary agreement to the selected



- prospects, Active will organize presentations of the preferred proposal made by the recommended prospect to the Team. Active will assist the City to prepare an Evaluation Report comparing the benefits offered by each prospect. We will organize negotiation meetings between the Team and prospects and monitor and advise throughout the selection process. Upon final selection of a Partner their offer or proposal will be referred to the City's attorneys to prepare a Corporate Partnership Contract. This agreement shall be presented to the City for final approval.
- Upon acceptance of each partnership contract, Active will take the lead in managing and monitoring the relationship between Lincoln and each Partner to insure that both compliance and mutual satisfaction are achieved.
 - Active will continue to identify key categories and prospects on an ongoing basis. Active will provide progress reports on sales activity for current marketing relationships as well as prospective partner relationships.

The City's Role

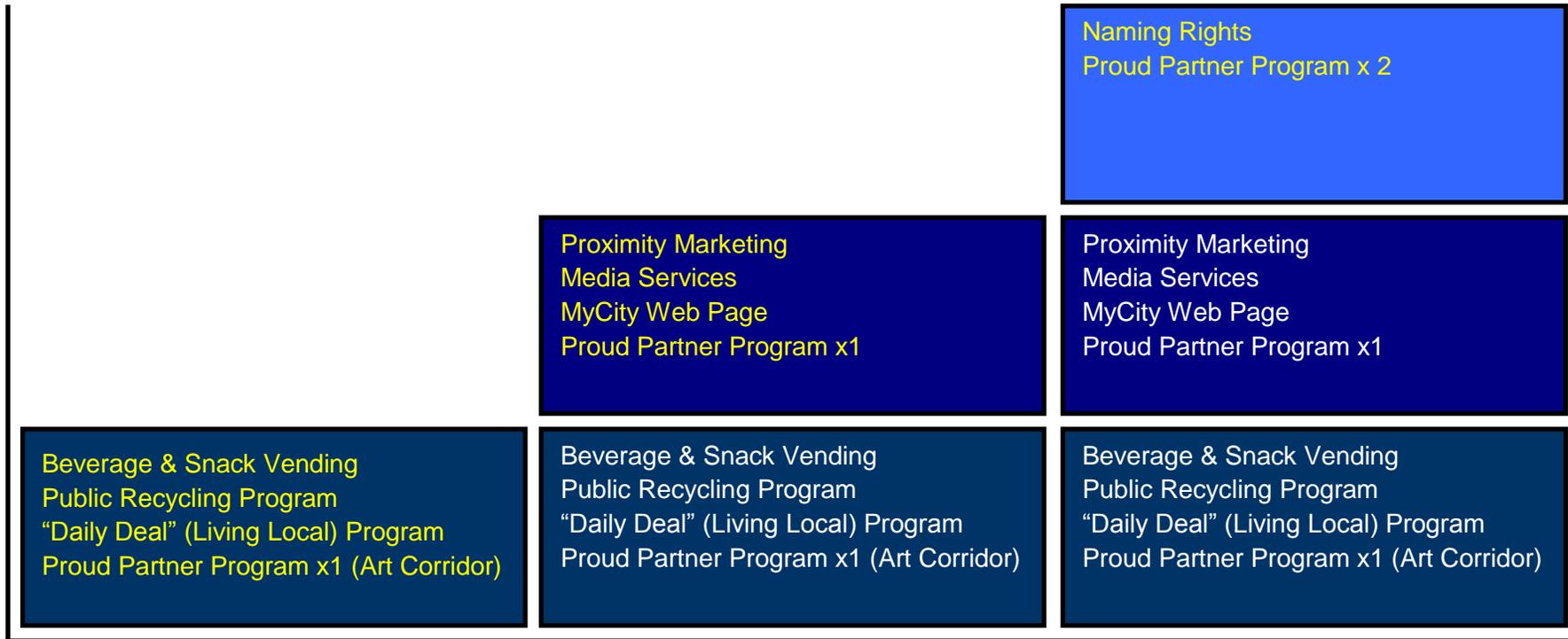
In order to effectively develop and implement the marketing-based, asset-driven revenue opportunities cited in the Lincoln Corporate Partnership Plan, as well as effectively pursue any new opportunities that may be created in the future, Active will need the assistance and support of the City of Lincoln. To date the City has been extremely cooperative and helpful in moving this ambitious project forward. Active particularly appreciates your previous as well as your anticipated support in the following areas:

- Easy access to database and information regarding City units used by Active
- Ongoing access to policy documents, contracts, and collateral materials
- The ready availability of a Lincoln contact to manage communications
- Efforts to streamline the approval process by identification of key participants
- The intent to identify a public relations and communications representative who will be responsible for providing the public with information about these projects' successes.

APPENDIX A

**Lincoln Corporate Partnership Program
Potential Revenue Opportunity**

The following chart is a 3 year timeline representing prospective categories for the Lincoln Corporate Partnership Program. Potential inaugural programs are presented in yellow text and ongoing programs are indicated in white text.



POTENTIAL INCREMENTAL REVENUE

Year 1
\$300k - \$400k

Year 2
\$700k - \$1 Million

Year 3
\$900k - \$1.2 Million

APPENDIX B
**CITY OF LINCOLN
POLICY FOR THE
CORPORATE PARTNERSHIP PLAN**
Effective _____ 2011

I. PURPOSE

The purpose of this proposed policy statement is to provide guidelines for the development, implementation and management of the City of Lincoln Corporate Partnership Program (“Program”), in order to ensure that all resultant partnership agreements support the City’s goals, while remaining responsive to the public’s needs and values.

II. DEFINITIONS

- A. City Assets – Items of tangible and intangible value owned by the City, including facilities, vehicles, intellectual property, programs, activities, events, contracts, purchases, proposed capital improvements and the City’s positive reputation, image and market presence.
- B. Corporate Partnership Plan (“Plan”) — The formal document that surveys City assets and identifies the opportunities and strategies to generate revenue, goods and services over a specified period of time.
- C. Corporate Partnership Program –A comprehensive and integrated program that consists of Corporate Partnership & Marketing opportunities and strategies from the Plan that when implemented by the City will generate cash goods and services over a specified period of time. The Program will continue to evolve each year as new opportunities and strategies are implemented.
- D. Corporate Partnership – A mutually beneficial business arrangement between the City and a third party, wherein the third party provides cash, in-kind goods or services and/or other resources to the City in return for access to the commercial marketing opportunities and/or other benefits associated with the partner’s specified uses of City assets. These Corporate Partnerships may include Partnership of one or more of the City’s programs, projects, events, facilities or activities.
- E. Corporate Partnership Agreement – A written contractual relationship with a third party for a specified term, which clearly indicates the contribution, the contribution value, and the obligations of the third party in consideration for access and/or use of clearly identified City assets and any resulting obligations of the City.
- F. Corporate Partnership Opportunity – Proposals by a third party, solicitation by the City or other satisfactory circumstances for a

Corporate Partnership, which may or may not result in a Partnership Agreement.

- G. Request for Proposals – An open and competitive formal proposal process employed to give third parties the chance to express their interest in participating in Partnership opportunities with the City of Lincoln. All Requests for Proposals (“RFP”) will include a summary of the partnership opportunity, benefits for participation, and a description of the open and competitive procedure for expressing interest in participating in partnership opportunities.
- H. Corporate Partnership & Consultant (“Consultant”) — The Consultant will assist the City and its departments with the implementation of the Program.

III. OBJECTIVES

- A. To establish guidelines for entering into Corporate Partnership Agreements with third parties who will adhere to the City’s commitment to deliver quality programs and services to all the residents of the City of Lincoln.
- B. To generate revenue from Corporate Partnership Agreements that can be used to fund City programs, activities and services.
- C. To ensure that Corporate Partnership Agreements are consistent with and appropriate to the City’s mission and show sensitivity to the ethnic, cultural, and historic uniqueness of the City, while maximizing the revenues and public benefits they generate.
- D. To minimize the perception that the City has become commercialized or inappropriately subjected to advertising.

IV. RESPONSIBILITY

- A. All Program activities will be coordinated by _____ or an appointed designee, with all Corporate Partnership Agreements approved by the City Council (“Council”).
- B. The _____ will be responsible for:
 - 1) Recommending appropriate marketing opportunities for approval by the Board;
 - 2) Providing oversight and coordination of the Program;
 - 3) Providing guidance to all City departments regarding the interpretation and application of this policy;
 - 4) Providing assistance and advice to departments regarding Program activities and implementation, while maintaining the

- existing departmental responsibilities for program areas that may be included in the Program;
- 5) Reviewing and assisting in the development of Corporate Partnership Agreements; and
 - 6) Assisting departments with administration and monitoring of all Corporate Partnership Agreements developed through the Program as requested.

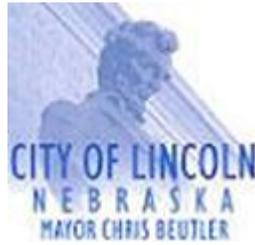
V. POLICY STATEMENT

- A. This Policy and the Program that developed under it will be consistent with the City Ordinance Code, the City Council Policy Manual and the City Policy & Procedure Manual.
- B. Corporate Partnership Agreements must abide by this Policy and support the mission and goals of the City.
- C. Corporate Partnership Agreements will not result in any loss of City jurisdiction or authority.
- D. The City will utilize an open and competitive selection process for the establishment of Corporate Partnership Agreements.
- E. The City is not bound to accept any offers for potential partnerships and may reject any or all such offers at its sole discretion.
- F. Companies whose business is substantially derived from the sale or manufacture of tobacco products or alcoholic beverages; sexually-oriented businesses; any other industry, business or product which the City determines, in its sole discretion, is not in the best interest of the City and/or not consistent with the goals of the Program will be excluded. (Any exceptions to the foregoing must be approved by the Board.)
- G. The City of Lincoln accepts the principle that third parties may become partners with the City in the partnership of City-approved programs, projects, events, facilities or activities where such partnerships are mutually beneficial to both parties and in a manner consistent with all applicable policies and ordinances as described herein. In no event shall such a partner be considered an employee, agent, officer or servant of the City.
- H. City departments cannot accept gifts or unsolicited donations from prospective Corporate Partners. All revenues or benefits received must be in accordance with approved Corporate Partnership Agreements.
- I. The City Council will approve all Corporate Partnership Agreements.

VI. PROCEDURE

- A. The Consultant and the City will utilize procedures such as the following for developing, implementing and administering Corporate Partnership Agreements:
- 1) In coordination with _____, the Consultant will identify potential partnership opportunities through internal review of assets or from third party interest and assess whether to proceed under the Program.
 - 2) Consultant will, define the scope of the marketing partnerships, including a description of the community need, financial goals and general marketing strategy and specification of assets to be included.
 - 3) Consultant will manage the implementation of the Corporate Partnership Agreement. Conduct ongoing administration of the Corporate Partnership Agreement to ensure both parties adhere to the requirements of the contract.
- B. All Corporate Partnership Agreements shall be formalized in a written contract. Contractual language shall be consistent with all applicable City policies and ordinances and good business practices, and will be approved by City Council. In general, Corporate Partnership Agreements will include:
- 1) Specified Term of Agreement
 - 2) Renewal Options, if any
 - 3) Consideration, such as:
 1. Partnership Rights Fee
 2. Commissions
 3. In-kind Goods
 4. In-kind Services
 - 4) Description of Programs, Projects and Activities
 - 5) Rights and Benefits of all parties
 - 6) Termination Provisions
 - 7) Provision of adequate insurance coverage and indemnity

APPENDIX C



REQUEST FOR PROPOSAL
No. _____

For

BEVERAGE & SNACK SERVICES

CITY OF LINCOLN, NEBRASKA

WITH THE ASSISTANCE OF ACTIVE NETWORK



Vendor proposals will be accepted until:

Thursday, _____, 2011 at 2:00 P.M.

Five (5)-sealed copies of the proposal are to be submitted to:

City of Lincoln
Active Network
Attention: Don Schulte
101 Main Street, Suite 260
Huntington Beach, CA 92648

Mark on lower left-hand corner of envelope:

RFP # _____
Due Date: __/__/2011 BY 2:00 P.M.
For: Naming Rights to the _____

Submitted by:

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APPENDICES:

APPENDIX A - CORPORATE AND FACILITY PROFILE

APPENDIX B - EXISTING VENDING LOCATIONS

APPENDIX C - CITY ADVERTISING POLICIES

APPENDIX D - REVENUE PROPOSAL FORM

APPENDIX E - PROGRAM DESCRIPTION AND STAFFING FORM

APPENDIX F - BUSINESS HISTORY FORM

APPENDIX G - PRINCIPAL QUESTIONNAIRE FORM

APPENDIX H- SPECIFIC REQUIREMENTS FOR VENDING MACHINES

NOTICE TO BIDDERS
City of _____

RFP # _____ – Beverage & Snack Services

Sealed proposals for the above-mentioned project in the City of _____ will be received by Don Schulte of Active Network at his office on or before 2:00 PM local time on the ___ of _____, 2011.

Five (5) copies of the Proposal and other required documents must be submitted, sealed in an opaque envelope clearly marked with the name and number of the Proposal and the name and address of the Proposer. One electronic version containing all documents, attachments and brochures must be submitted on a CD or flash drive in the sealed envelope. Proposals must be received no later than 2:00 PM on _____, 2011, at the following address:

Don Schulte
Active Network
101 Main Street, Suite 260
Huntington Beach, CA 92648

Date: _____, 2011

The City of _____ desires to obtain a vendor to perform duties involved as outlined below.

Proposers response should include the following:

1. Firms qualifications to perform the service.
2. Expertise in the area requested.
3. Past experience with the City of _____ and/or affiliates.
4. Total cost or rates for providing the service.

INTRODUCTION

The purpose of this RFP is for the City of _____, _____ (the “City”), with the assistance of the Active Network, to enter into a long term agreement with a manufacturer/distributor or bottler (the “Proposer” or “Licensee”) who will provide an array of beverages and snack foods through vending machines, snack/café bars, mobile carts or trucks and possible food courts. The proposal should include a natural snack and beverage line. The City welcomes suggested alternate and improved locations that will better serve the Public and City employees. A creative approach in achieving these goals and maximizing revenue to the City is encouraged. Following are the site locations to be included:

1. City facilities (the “City Facilities”) include [list examples of City facilities available for vending services]. A full array of services should be contemplated and proposed including vending machines, snack bars and cafes, mobile carts and trucks and possible food carts along with pouring rights. (See Appendix “A” for complete list of City Facilities).
2. For the City Parks & Recreation (the “Parks”) the rights offers a full array of services, including all vending machines, snack bars and cafés, mobile carts and trucks and possible stationary food carts along with pouring rights. (See Appendix A for complete list of City Facilities).

The City desires to enter into a contract with a company that will: 1) provide food and beverages to staff and visitors at a reasonable cost; 2) provide a healthy food and beverage option; 3) provide a financial return to the City. Companies may propose and the City will consider entering into an ‘exclusive’ contract for one concession brand or may bifurcate the agreement between soft drinks and foods or in any other manner, if it is determined to be in the City’s best interest. The City does however, anticipate category exclusivity.

Responses to this negotiated acquisition (“RFP”) will be evaluated by the City to determine its feasibility and likelihood of success in achieving the City’s goals. The City’s intent is to award a contract to a Licensee that is willing to provide the greatest support to the City’s initiatives.

The City reserves the right not to award a contract if it determines that the responses to this RFP do not meet its needs or are not in the best interest of the City. The City will only contract with vendors that do not discriminate against employees or applicants for employment because of race, color, national origin, sex, age, martial status, sexual orientation or citizenship status with respect to all employment decisions.

BACKGROUND/OVERVIEW

[Insert overview of City]

The City wishes to enter into an agreement that will require the chosen Proposer to sponsor events and initiatives of the City. Examples of these include these [insert selected special events, initiatives or programs] and other special events and other programs. The financial support of the Proposer chosen will be a factor in making an award.

SECTION I—RFP TIMETABLE

Written questions will be accepted and responses will be made available to all bidders.

- 1) Release date of RFP _____, 2011
- 2) Pre-proposal /Conference Calls _____, 2011
- 3) Site Visitations upon Request (start date) Week of _____, 2011
- 4) *Written Questions & and Request for Clarifications* _____, 2011
- 5) Proposals Due _____, 2011
- 6) Negotiations with Proposers Week of _____, 2011
- 7) Staff Recommendation Week of _____, 2011
- 8) City Awards the Agreement _____, 2011
- 9) Execution (roll-out) _____, 2011

Dates indicated above are subject to change at the sole discretion of the City.

SECTION II—MANDATORY PROPOSAL RESPONSE REQUIREMENTS

All proposals must contain the following:

- 1) **Completed Revenue Proposal Form** attached as Appendix D containing a complete description of the fees proposed to be paid by Proposer as follows:

a. Flat Fee/Non Vending machine activities: Licensee shall pay a guaranteed annual flat fee. Phased in increases during the term of the agreement are encouraged. Said fee shall be payable in twelve (12) monthly installments due on the first day of each month, of each license year. All payments shall be subject to a late fee of two percent (2%) per month if late more than fifteen (15) days

b. Vending Machine Flat Fee: Licensee shall pay a minimum flat fee per month for each vending machine at the licensed premises. Phased in increases during the term of the agreement are encouraged. Said fee shall be payable in twelve monthly installments due on the first day of each month of each license year. All payments shall be subject to a late fee of two percent (2%) per month if late more than fifteen (15) days.

c. Percentage of Gross Receipts: A percentage of gross receipts as offered by proposer. Said payments shall be payable in twelve monthly installments and remitted not later than the fifteenth of every month in arrears for the prior month for each month of each license year. All payments shall be subject to a late fee of two percent (2%) per month if late more than fifteen (15) days.

The fee offer should state the highest sum that the proposer is prepared to pay as a license fee. A phased in percentage, increasing to a maximum figure, will be considered to help defray the start-up costs.

Gross receipts will include all proceeds received from all activities including, but not limited to, food, beverage and vending machines, snack bars/café, mobile carts or trucks and possible food courts and excluding taxes and gratuities. The response should provide your best estimates of gross receipts by year. License fee shall be applicable to complimentary events based upon retail value of event.

On or before the fifteenth (15th) day following each month of each license year, Licensee shall submit to Parks, in a form reasonably satisfactory to Parks, a statement of Gross Receipts, signed and verified by an officer of Licensee, reporting any Gross Receipts generated under the License Agreement during the preceding month. Licensee shall also submit a summary report of Gross Receipts for each year no later than January 31 of each year of this License. Each of the reports referenced in each preceding two sentences shall report the Gross Receipts generated at the Licensed Premises from all sources of revenue realized from the Licensee's operation of the Licensed Premises. Licensee shall indicate on its statement of Gross Receipts whether or not these amounts are inclusive of sales tax collected.

d. Capital Improvement Investment: Licensee may elect to make Capital Improvements subject to the City's approval and consistent with City Department of Public Works guidelines.

- 2) **Program Description and Staffing Form** containing the information appearing on Appendix E — Program Description and Staffing.

The cover letter shall include a summary of the Proposal, including a brief description of the Project Manager and key personnel. It shall make a commitment to accept the terms and conditions in the RFP, including acknowledgment of receipt of all amendments and/or addenda to the RFP. Any requests for exceptions should be noted in the cover letter and include alternatives where applicable. Exceptions will be submitted to the City Attorney for review.

This section should demonstrate an understanding of the Scope of Work. It should describe the general approach, organization, and staffing. All sub-consultants and their roles should be identified. The Proposer shall include a matrix/summary identifying key personnel assigned to all phases of the Agreement.

- 3) **Timeline**

The Proposer shall identify a projected timeline outlining the major steps of each component of the program, application of the media, and the estimated length of time required to complete each step.

- 4) **Requirements for Program**

Each person or entity submitting the Proposal must have the capability to provide the full range of required services as detailed in the Scope of Work for this RFP. If a team submits the Proposal, one person or entity must be designated as the lead.

- 5) **Experience**

Previous professional work in the area will be a heavily weighted factor in the selection process. Quality of performance on previous agreements, ability to meet project schedules, ability to communicate well with both field staff and office personnel will be some of the attributes and factors considered.

- 6) A completed Business History Form, attached as Appendix F

- 7) A completed Principal Questionnaire Form, attached as Appendix G

SECTION III -PROPOSAL SUBMISSION INSTRUCTIONS

The proposals must be signed by an individual who is authorized to bind the proposer to all commitments made on the proposal. The original and four (4) copies of your proposal, together with all attachments, must be submitted to the persons named below, in a sealed opaque envelope no later than 2:00 PM PST on _____, 2011. No telegraphic or facsimile proposals will be accepted. Any late proposals will be returned unopened.

Interested parties are advised that the authorized contact person for this procurement is set forth below. No contact with any other City personnel other than the authorized contact person is allowed until such times as an award (or awards) has (have) been made. The City is under no obligation to respond to any question, inquiry or assertion that is not received in writing. Interested parties may contact the authorized contact person by telephone to advise that a fax transmission has been sent to the above number. Violation of these provisions may result in immediate disqualification. Proposers will submit all proposals and direct all responses, questions, and any other communications to the following authorized contact person:

Don Schulte
Active Network
101 Main Street, Suite 260
Huntington Beach, CA 92648
Phone: (714) 374-3330, ext. 5011
Fax: (714) 200-0357
don.schulte@activenetwork.com

With a copy to:

[Insert contact information for City representative]

All responses to questions and other communications regarding this RFP are subject to approval of the City.

SECTION IV-SCOPE OF SERVICE

General Scope

Active Network, on behalf of the City of _____, _____ is seeking to enter into a long term agreement with a manufacturer/distributor and/or bottler of soft drinks, fruit juices and water and a distributor of snack foods. The City will consider entering into an exclusive agreement. The selected Licensee must provide a healthy snack/beverage/juice option as a major component. . The City is also interested in expanding and improving locations, service and products for both the public and City employees. The City guidelines for advertising/sponsorship are set forth at Appendix C. Proposers are encouraged to joint venture or subcontract with other firms in order to best meet the scope of work. Specific requirements for vending machines are set forth at Appendix H.

Specific Scope

- 1) All goods, equipment, supplies and all other products necessary for correct operation, shall be supplied by the Licensee, who shall be responsible for all repairs.
- 2) Licensee is responsible to supply all necessary food service equipment required to operate a full service food and beverage operation
- 3) The Licensee shall be obligated to keep and maintain the designated food and servicing locations in a clean and sanitary condition at all times, including the counters, equipment, tables, chairs and floors. Extermination services shall also be the responsibility of the Licensee. Heavy greases and oils shall be disposed of by use of Special Containers and MUST NOT be poured into kitchen or slop sinks
- 4) The Licensee shall not make any alterations, additions, or interior decorations in the premises or replace or remove any equipment, machinery or apparatus, unless approved by the Commissioner of the area involved or designee in writing. If the Licensee should fail to make repairs, or replacement of such equipment, then, the City or its representative will be authorized to cause the necessary repairs and/or replacements to be made at the cost and expense to the Licensee. Any approved alterations or modifications to existing areas must meet all applicable Fire and Building Codes and be ADA compliant/ Plans and specifications for all new equipment will be submitted to the City for approval before being delivered to or installed on premises, and the installation shall be subject to inspection and approval of and by the City
- 5) Title to equipment provided by the Licensee shall remain with the Licensee and such equipment shall be removed by the Licensee at the termination of this agreement, except as may be otherwise provided herein. Should any property remain in the premises after such expiration or termination, the City shall notify the Licensee to remove such property within ten (10) days from the date of such writing and if Licensee should fail to remove such property, the City may deal with such as though same had been abandoned and charge all costs and expenses incurred in the removal thereof to the Licensee. The Licensee's obligation to observe and perform all the terms covenants, and conditions of the agreement shall survive the expiration or other termination thereof. If Licensee's equipment is removed, the Licensee shall return all premises to their original condition to the satisfaction of the City
- 6) Schedule of the operating hours and places where food and beverages are to be provided by the Licensee herein, shall be prepared by the Licensee prior to the execution of any agreement and shall be subject to the approval of the Commissioner of the Department or designee. The Licensee agrees that all of its operations shall be conducted in accordance with such schedule and any modification thereof shall be approved by the Commissioner of the Department or designee. Signs indicating hours open to the public shall be provided by the Licensee and placed in public view and are subject to prior approval by the Department. It is understood and agreed that the common aim and purpose of the parties hereto is to provide the patrons of the Department with the opportunity to purchase quality food and beverage items when utilizing these park facilities
- 7) The Licensee shall provide sufficient custodial staff as deemed adequate by the Commissioner to comply with any/all standards. The Licensee shall dispose of all rubbish and garbage in covered metal receptacles and shall place them when filled, in areas convenient for the City pickup, or when City dumpsters are provided, empty said receptacles into these containers. Garbage can containers shall be immediately washed, steamed or cleaned by other suitable means and properly stored after emptying
- 8) Menu: The Licensee should submit a menu with the proposal, along with scheduled hours of operation. All items and prices will be subject to the Department's approval.

The food and service provided must be of high quality yet affordable. Proposers should include some low-cost food items on their menus, such as hamburgers, hotdogs, salads, and other “healthy items.”

- 9) The Licensee will remove all rubbish generated by the site, according to a plan approved by the Department. The Licensee will be responsible for cleaning the licensed premises. The Licensee will provide garbage cans approved by the Department and will be responsible for the daily emptying of the cans by a private carter. The Licensee must comply with all City, State, and Federal regulations regarding recycling. Proposers should submit a detailed plan for removal of rubbish generated by the concession. The Licensee’s plan for garbage storage must be approved by the Department.
- 10) The Licensee must keep all signs and structures free of graffiti.
- 11) The City would give preference to Proposers who are willing to participate in sponsoring City wide events and initiatives. The objective is to improve and provide programs and attractions that will appeal to constituents and tourists
- 12) Proposers are encouraged to identify new opportunities for food and beverage distribution, location and Product Content of Vending Machines
- 13) All vending machines must comply with Federal, State, and local municipal rules, regulations and laws. The City shall have the right to review and must approve location and content of all vending machines placed in the City facilities
- 14) Electric Outlets: The City shall be responsible for the maintenance and installation of electric outlets
- 15) The Licensee must submit a plan for maintenance of vending machines, product distribution, refund policy and guaranteed response time to fix broken and fill empty machines.
- 16) The Licensee must submit a proposal for custom vending fronts, use of City logos, and joint promotional and marketing campaigns

SECTION V-AGREEMENT TERM

Performance under the Agreement awarded pursuant to this RFP is intended to commence upon execution of an agreement and extend for a period of ten (10) years. The City reserves the right to renew this agreement for an additional 5 year period prior to expiration of this agreement. The decision to renew will be at the sole discretion of the City.

The City reserves the right to modify the composition of and the scope of services of this project. Nothing in this RFP shall be deemed to bind the City to any terms in any potential Agreement with a Proposer. The City reserves the right to modify the terms of this RFP in its sole discretion.

SECTION VI – KEY PERSONNEL

The City reserves the right to approve all of the Proposers personnel assigned to the Agreement. The Proposal must identify the Project Manager and all proposed key personnel. The Proposal and Statement of Qualifications shall include an estimated weekly time table for all assigned personnel (those who report directly to the Project Manager).

SECTION VII – OFFICE LOCATION/TRAVEL

It is not the City's intention to house Proposer personnel in City facilities or offices; however, workspace necessary for acquiring information may be made available if necessary. The City will not reimburse the Proposer for personnel relocation under the Agreement. Specialty staff identified in the Proposal that are needed for specific assignments on the Agreement may, with advance City approval, be eligible for reimbursement for normal costs associated with travel outside their home office. The proposer needs to have a field office close enough to the City in order to do repairs in a timely manner and to respond quickly to maintenance requests.

SECTION VIII - EVALUATION PROCESS AND CRITERIA

The evaluation committee shall be comprised of a minimum of 5 (five) persons qualified to evaluate the components of this solicitation. The committee shall evaluate and rate proposals applying the following evaluation criteria:

- A. Total financial commitment - (65%)
- B. The vendor's proposal in the following areas: (35%)
 - (i) Ability to provide a rapid response to broken and empty machines
 - (ii) Prices offered to the City for its purchase of juices and soda.
 - (iii) The Vendor's proposal for custom vending fronts, joint marketing campaign, and use of City logos, themes, and trademarks.

The Agreement shall be awarded to the highest rated Vendor based on the evaluation factors set forth in the RFP subject to the City's right to reject all proposals.

SECTION IX – GENERAL TERMS AND CONDITIONS

- 1) Incurring Cost. Neither the City nor Active shall be liable for any costs incurred in the preparation and production of a proposal in response to this RFP or for any work performed prior to the issuance of a contract. Each proposal prepared in response to this RFP will be prepared solely at the cost and expense of the proposer with the express understanding that there will be no claim whatsoever for reimbursement from the City or Active.
- 2) Rejection of Proposals. This RFP does not commit the City to award a contract, or to procure, or to contract for services or supplies. Notwithstanding any other provisions of this RFP, the City reserves the right to award this contract to the Proposer(s) that best meet the requirements of the RFP, and not necessarily to the lowest bidder. The City reserves the right to accept or reject any or all proposals received as a result of this request; to negotiate with all qualified sources; or to cancel in part or in its entirety this RFP if it is in the interests of the City to so do.
- 3) Addenda to Request for Proposals. Amendments to this RFP may be necessary prior to the closing date and will be furnished by mail to all prospective Proposers who have requested these materials.
- 4) Contract Negotiations. The City intends to enter into contract negotiations with the firm or firms selected by the RFP Evaluation Committee, who shall be required to

enter into a written contract or contracts (hereinafter, the "Contract") with the City in a form approved by legal counsel for the City. This RFP and the proposal, or any part thereof, may be incorporated into and made a part of the Contract(s). The contract(s) may contain provisions not contained herein.

- 5) The City reserves the right to negotiate the terms and conditions of the Contract(s) with the selected proposer(s), if any. These negotiations could include all aspects of services and fees. Neither the selection of a Proposer nor the negotiation of the Contract with such Proposer(s) shall constitute the City's acceptance of the proposal or a binding commitment on behalf of the City to enter into a Contract with such Proposer(s), as any binding arrangement must be set forth in the Contract signed by both parties and is subject to all requisite approvals
- 6) Additional Information. The City may award a contract based upon offers received without discussion of such offers with the Proposers. Each offer, therefore, should be submitted in the most favorable terms that the Proposers can offer the City from a price and technical standpoint. However, the City reserves the right to request additional data or oral discussions or presentations in support of written proposals from any and all of the Proposers. In addition, the City reserves the right to make on-site visits to the Proposers place of business to assess and/or evaluate Proposers qualifications
- 7) Disclosure of Proposal Contents. The City will withhold proposals submitted under this RFP from disclosure, unless otherwise required by law, including, but not limited to, the Freedom of Information Law ("FOIL"). Proposers should indicate any information they feel is exempted from disclosure under FOIL. In the event that the City determines that information is required by applicable law to be disclosed, the City will notify the Proposer in advance of such disclosure to enable the Proposer to take such action as it deems appropriate. Copies of executed contracts are not exempt from FOIL.
- 8) Independent Price Determination and Gratuities: By submission of its offer, the Proposers certify (and in the case of a joint offer, each party thereto certifies as to its own organization) that, in connection with procurement
 - a) The prices in this offer have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matters relating to such prices with any other proposer or competitor; and
 - b) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Proposers prior to award, directly or indirectly, to any other Proposer or competitor; and
 - c) No attempt has been made nor will be made by the Proposer to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition; and
 - d) No elected or appointed official or employee of the City shall benefit financially or materially from this contract. The City may terminate this contract if gratuities were offered or given by the Proposer or his or her agency to any such official or employee.
- 9) Ownership of Information: The City has the exclusive ownership and unlimited rights to use disclose, or duplicate for any purpose whatsoever, all information, data designs, reports, documents, data, photographs and/or other materials produced pursuant to any Agreement developed by the Proposer under contract with the City.
- 10) Examination of Records: In submitting a proposal, the successful Proposer agrees that the City shall have access to and the right to examine directly all pertinent documents, papers and records of the Proposer and/or any sub-contractor as related to any contract and/or subcontract resulting from this RFP until six years after final payment has been made pursuant to any contract awarded as a result of the City's acceptance of proposal.

- 11) Subcontracting: The successful Proposer will be responsible for the entire contract performance. The successful Proposer must indicate whether it intends to use a sub-contractor for any part of the work. If so, the successful Proposer shall identify each sub-contractor by name, business address and expertise, and must include the name(s) of the principal(s) of the subcontracting entity. A full description of the tasks to be performed by the sub-contractor must be included. The successful Proposer will not be permitted to subcontract any part of the contract or any of the rights and obligations hereunder without the prior written approval of the City.
- 12) Negotiated Changes: In the event that negotiated changes occur after the awarding of the contract, the same pricing policies called for in the original contracts will remain in effect.
- 13) Confidentiality: The Proposer agrees to observe the confidentiality provisions and prohibitions against redisclosure contained in all applicable Federal, State and local laws, rules and regulations, as such laws, rules and regulations may from time to time be amended, relating to records and information gathered, obtained, reviewed or developed in the performance of the resulting agreement; and further agrees to require each of its employees, partners and agents assigned to the performance of this agreement to observe such provisions
- 14) Contractual Document: The proposal selected by the City for the award of an Agreement will become the basis for a legally binding contract between the City and the Proposer. However, the City reserves the right to modify any provision of this RFP and the successful proposal before a contract is executed by the City
- 15) Disclosure: All organizations contracting with the City are required to disclose the names and home addresses of all principals. Disclosure must be provided as indicated by the type of ownership
 - a) Sole Proprietorship/Individual. The name and home address of the sole proprietor/individual. Sole ownership must be stated on the disclosure
 - b) Closely Held Corporation. The names and home addresses of all shareholders, officers and directors
 - c) Publicly Traded Corporation. Only the page(s) of the SEC Form 10-K setting forth the names of all officers and directors.
 - d) Not for Profit Corporation. The names and home addresses of all members, officers and directors
 - e) Partnership. The names and home addresses of all general and limited partners
 - f) Limited Liability Company. The names and home addresses of all members
 - g) Limited Liability Partnership. The names and home addresses of all members
 - h) Joint Venture. The names and home addresses of all joint venturers

SECTION X - GENERAL CONDITIONS FOR CONTRACTS

This Contract is entered into subject to the Charter and ordinances of the City of _____, as they may be amended from time to time, and is subject to and is to be construed, governed, and enforced under all applicable State of _____ and federal laws. The parties to this contract agree and covenant that for all purposes, including performance and execution that this contract will be enforceable in _____, _____; and that if legal action is necessary to enforce this contract, exclusive venue will lie in _____ County, _____.

- 1) The successful Proposer will assume all risk in the operation of the facility and shall comply with all Federal, State, and local laws and regulations and all rules, regulations and ordinances of the City affecting said premises in regard to all matters,

and to indemnify and hold said City, Commissioners, Agents, Officers and Employees harmless from any claims arising out of any violation of any law, ordinance or regulation or any action taken by the successful Proposer under any potential agreement.

- 2) Any real property improvements, fixed assets, and fixtures become the property of The City upon termination of the contract or the end of the contract period
- 3) The contract shall provide that in the event of any material misrepresentation by the Proposer contained in its proposal, City shall have the right to immediately terminate the agreement. It shall also provide that in the event the Proposer or any of its principals are convicted of a misdemeanor or felony during the term of the agreement, that the City shall also have the right to terminate the agreement.
- 4) The successful Proposer will expressly waive any and all claims for compensation for any and all loss or damage sustained by reason of any defect, deficiency or impairment of the water supply system, drainage system, gas mains, electrical apparatus or wires furnished for the premises or by reason of any loss of any gas supply, water supply, heat or current which may occur from time to time from any cause, or for any loss or damage resulting from fire, water, tornado, hurricane, civil commotion or riot, and the successful Proposer will expressly release and discharge the City and its agents from any and all demands, claims, actions, and causes of action arising from any of the causes aforesaid.
- 5) The City reserves the right to conduct discussions with one or more Proposers. No proposer shall have any rights against the City as a result of such discussions. City reserves the right to negotiate separately with any source whatsoever. The City waives the right to waive any irregularity in any proposal received or any other aspect of this procurement
- 6) Each proposal prepared in response to this RFP will be proposed solely at the cost and expense of the proposer with the express understanding that there will be no claim whatsoever for reimbursement from the City
- 7) News releases or other public announcements relating to this RFP shall not be made by any party receiving this RFP without the prior written approval of the City

Disclaimer: The City and its respective officers, directors, agents, members and employees make no representation or warranty and assume no responsibility for the accuracy of the information set forth in this RFP. Further, the City does not warrant nor make any representations as to the quality, content, accuracy or completeness of the information, text, graphics, links or other facets of this RFP once it has been downloaded or printed from this or any server, and hereby disclaims any liability for technical errors or difficulties of any nature that may arise in connection with the Website on which this RFP is posted, or in connection with any other electronic medium utilized by respondents or potential respondents in connection with or otherwise related to the RFP.

APPENDIX A
CORPORORATE AND FACILITY PROFILE

[Insert City Facility Profile]

APPENDIX B
EXISTING VENDING LOCATIONS

[Insert list of existing vending locations]

APPENDIX C
CITY ADVERTISING POLICIES

[Insert City Advertising Policy]

APPENDIX D
REVENUE PROPOSAL FORM

Section I Flat Fee (Non Vending Machine Activities)

Flat Fee/Non Vending machine activities: Licensee shall pay a guaranteed annual flat fee. Phased in increases during the term of the agreement are encouraged. Said fee shall be payable in twelve (12) monthly installments due on the first day of each month, of each license year. All payments shall be subject to a late fee of two percent (2%) per month if late more than fifteen (15) days

Year 1		
Year 2		
Year 3		
Year 4		
Year 5		
Year 6		
Year 7		
Year 8		
Year 9		
Year 10		

Section II Vending Machine Flat Fee Licensee shall pay a minimum flat fee per month for each vending machine at the licensed premises. Phased in increases during the term of the agreement are encouraged. Said fee shall be payable in twelve monthly installments due on the first day of each month of each license year. All payments shall be subject to a late fee of two percent (2%) per month if late more than fifteen (15) days.

Year 1		
Year 2		
Year 3		
Year 4		
Year 5		
Year 6		
Year 7		
Year 8		
Year 9		
Year 10		

Section III Percentage of Gross Receipts A percentage of gross receipts as offered by proposer. Said payments shall be payable in twelve monthly installments and remitted not later than the fifteenth of every month in arrears for the prior month for each month of each license year. All payments shall be subject to a late fee of two percent (2%) per month if late more than fifteen (15) days. The fee offer should state the highest sum that the proposer is prepared to pay as a license fee. A phased in percentage, increasing to a maximum figure, will be considered to help defray the start-up costs.

Year 1		
Year 2		
Year 3		
Year 4		
Year 5		
Year 6		
Year 7		
Year 8		
Year 9		
Year 10		

Section IV Capital Improvement Investments. Licensee may elect to make Capital Improvements subject to the City's approval.

	Brief Scope of Work	
Year 1		
Year 2		
Year 3		
Year 4		
Year 5		
Year 6		
Year 7		
Year 8		
Year 9		
Year 10		

Section V Total Revenue Proposal (combine the totals in Sections I, II, III, IV)

Year 1		
Year 2		
Year 3		
Year 4		
Year 5		
Year 6		
Year 7		
Year 8		
Year 9		
Year 10		

Total Revenue Proposal: _____

Approved and Submitted By: _____
(Signature)

PRINT NAME: _____ **Date** _____

The undersigned hereby certifies his or her compliance with the following:

“NON-COLLUSIVE PROPOSAL CERTIFICATION”

By submission of this Proposal, each Proposer and each person signing on behalf of any other Proposer certifies, and in the case of a joint Proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

- 1) The prices of this Proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor; and
- 2) Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor; and
- 3) No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition
- 4) The undersigned has carefully examined the Proposal and License Documents and agrees to perform this license and to provide all services, labor, material and equipment necessary for this license

SUBMITTED BY: _____
(Signature)

PRINT NAME: _____ **DATE:** _____

APPENDIX E
PROGRAM DESCRIPTION AND STAFFING FORM

Please provide a complete written description of the Proposal, including the following information:

- 1) Staffing: Bios of firm principals as well as staff expected to be assigned to this project.
- 2) Detail prior experience in the area of compensation consulting.
- 3) Detail prior experience with public sector clients (similar size and scope).
- 4) Detailed cover letter on the firm's letterhead indicating EIN number and the name of the parties authorized to discuss and/or enter into negotiations with The City with respect this proposal.
- 5) Legal name of person or entity, address, telephone number and fax number.
- 6) Names, titles and resumes of the individuals that will be assigned to this project, including the project manager
- 7) Include the corporate history, years in business, applicable experience, size of corporation, and provide other relevant documentation
- 8) Current number of personnel and the high and low variations during the last five years
- 9) Description of the structure of the Proposer (i.e., whether an individual, partnership, corporation, joint venture, etc.)
- 10) Marketing Support Revenue: Estimate of advertising, merchandising and promotional dollars for City special events
- 11) A proprietary financial statement (separately sealed and marked "confidential") The statement should include a full detailed and audited presentation of the true condition, including the last two fiscal years, of the Proposers assets, liabilities, and net worth. The statement should include balance sheets and income statements.
- 12) A list of agreements with the City during the past five years, if any
- 13) The identification of the principal contact with the City
- 14) The name, address, and telephone number of the person to whom correspondence should be directed
- 15) A representative listing of all clients in the past ten years that have received similar service reviews as described in this RFP
- 16) References that the City may contact concerning the Proposers performance on all other similar agreements in the past ten years. Include project descriptions and year completed
- 17) At least two contact reference names per project, titles of contact references, e-mail addresses and phone numbers, including current client references
- 18) If the Proposer is a Minority, or Woman-Owned Business Enterprise, list of agencies with whom the Proposer is certified. If the Proposer is a MBE, or WBE not yet certified, please indicate
- 19) A list of all sub-consultants by company name, address, contact person, telephone number and project function and describe the Proposers experience working with each sub-consultant
- 20) Proposer must supply a current Dun & Bradstreet Rep

(USE ADDITIONAL SHEETS IF NECESSARY)

APPROVED AND SUBMITTED BY: _____
(Signature)

PRINT NAME: _____

DATE: _____

**APPENDIX F
BUSINESS HISTORY FORM**

The U&O Permit shall be awarded to the responsible proposer who, at the discretion of the City, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the City, offers the best value to the City and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: _____

1) Proposers Legal Name: _____

2) Address of Place of Business: _____

List all other business addresses used within last five years:

3) Mail Address (if different): _____

Phone: _____

Does the business own or rent its facilities? _____

4) Federal I.D. Number or Social Security Number: _____

5) Dun and Bradstreet number: _____

6) The proposer is a (check one): Sole Proprietorship Partnership Corporation
Other (Describe) _____

7) Does this business share office space, staff, equipment or expenses with any other business? Yes ___
No ___ If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes ___ No ___ If Yes, please provide
details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other
business? Yes ___ No ___ If Yes, provide details. _____

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with The City of
_____ or any other government entity terminated? Yes ___ No ___ If Yes, state the name
of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or
details regarding the termination (if a contract). _____

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No ___ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets: _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ___ No ___ If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No ___ If Yes, provide details for each such investigation. _____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? ___ No ___ Yes If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? ___ No ___ Yes If Yes, provide details for each such charge. _____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? ___ No ___ Yes If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
___ No ___ Yes If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? ___ No ___ Yes If Yes, provide details for each such occurrence.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? ___ No ___ Yes; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? ___ No ___ Yes If Yes, provide details for each such year. Provide a detailed response to all questions checked 'Yes'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "Yes". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose:

(I) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of the City of _____.

(ii) Any family relationship that any employee of your firm has with any City public servant that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of The City of _____.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting as a collection agent on behalf of The City of _____.

b) Please describe any procedures your firm has, or would adopt, to assure the City that a conflict of interest would not exist for your firm in the future.

ATTACHMENTS TO BUSINESS HISTORY FORM

Please provide any other information which would be appropriate and helpful in determining the Proposers capacity and reliability to perform these services.

A. Include a resume or detailed description of the Proposers professional qualifications, demonstrating extensive experience in operating high quality Marina. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal should include:

- i) Date of formation;
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

B. Indicate number of years in the business.

C. Provide any other information which would be appropriate and helpful in determining the Proposers capacity and reliability to perform these services.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposers capability to perform this work.

CERTIFICATION

A materially false statement willfully or fraudulently made in connection with this questionnaire may result in rendering the submitting business entity not responsible with respect to the present proposal or future proposals, and, in addition, may subject the person making the false statement to criminal charges.

I, _____, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the City in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the City will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this _____ day of _____ 2011

Notary Public

Name of submitting business: _____

By: _____

Print name

Signature

Title

_____/_____/_____

Date

**APPENDIX G
PRINCIPAL QUESTIONNAIRE FORM**

All questions on these questionnaires must be answered and the answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1) Principal Name _____

SSN _____

Date of birth ____/____/____

Home address _____

City/state/zip _____

Business address _____

City/state/zip _____

Telephone _____

Other present address (es) _____

City/state/zip _____

Telephone _____

List of other addresses and telephone numbers attached

2) Positions held in submitting business and starting date of each (check all applicable)

President ____/____/____ Treasurer ____/____/____

Chairman of Board ____/____/____ Shareholder ____/____/____

Chief Exec. Officer ____/____/____ Secretary ____/____/____

Chief Financial Officer ____/____/____ Partner ____/____/____

Vice President ____/____/____ _____/____/____

(Other)

3) Do you have an equity interest in the business submitting the questionnaire? NO ___ YES ___ If Yes, provide details.

4) Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO ___ YES ___ If Yes, provide details

5) Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO ___ YES ___; If Yes, provide detail

6) Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO ___ YES ___ If Yes, provide details

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire

7) In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer.

- a) Been debarred by any government agency from entering into contracts with that agency? NO ____ YES ____ If Yes, provide details for each such instance
 - b) Been declared in default and/or terminated for cause on any contract, and/or had any contract cancelled for cause? NO ____ YES ____ If Yes, provide details for each such instance
 - c) Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO ____ YES ____ If Yes, provide details for each such instance.
 - d) Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contracts? NO ____ YES ____ If Yes, provide details for each such instance.
- 8) Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? NO ____ YES ____ If Yes, provide details for each such charge
 - b) Is there any misdemeanor charge pending against you? NO ____ YES ____ If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? NO ____ YES ____ If Yes, provide details for each such charge
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO ____ YES ____ If Yes, provide details for each such conviction
 - e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO ____ YES ____ If Yes, provide details for each such conviction.
 - f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO ____ YES ____ If Yes, provide details for each such occurrence
- 9) In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO ____ YES ____ If Yes, provide details for each such investigation
- 10) In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO ____ YES ____ If Yes; provide details for each such investigation
- 11) In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO ____ YES ____ If Yes; provide details for each such instance
- 12) For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO ____ YES ____ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT PROPOSAL OR FUTURE PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, _____, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the City in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the City will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this day of 2011

Notary Public

Name of submitting business: _____

By: _____

Print name

Signature

Title

_____/_____/_____

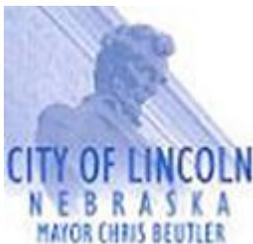
Date

APPENDIX H SPECIFIC REQUIREMENTS FOR VENDING MACHINES

- 1) The Licensee, at his own expense, is responsible for performing all services required, including maintaining, cleaning, repairing, and restocking vending machines.
- 2) All vending machines must have internal electronic, non-resettable cash sales meters. Upon commencement of the contract, meters will be read, recorded and mutually verified with Department of Purchasing personnel at the time of installation. Period ending cash sales meter readings will be required for every vending machine with each monthly Sales and Commission Report. Electronic meter readings will be subject to audit by the City, its representatives, or an authorized third party at any time.
- 3) Commission payments to the City shall be based upon a percentage of Adjusted Metered Gross Receipts. Adjusted Metered Gross Receipts are defined as the amount of computed receipts, based upon the cash sales meter readings, that should have been removed from the vending machine at the time of service, less refunds, test vends, and burglaries.
- 4) The Licensee will be responsible for any tax obligations.
- 5) The City reserves the right to include or exclude additional locations during the term of the agreement at the sole discretion of the Director of Purchasing or his designee.
- 6) Licensee shall not add or remove any vending equipment without the City's written consent.
- 7) All vending machines installed under the resultant contract must be Data Exchange (DEX) capable.
- 8) All vending machines installed under the resultant contract must comply with all accessibility requirements established by the local, state, and federal guidelines.
- 9) Each vending machine must accept dollar bills or be co-located with a Bill Changer.
- 10) Commission payments and Sales and Commission Reports from the Licensee are due to the Department of Purchasing by the fifteenth (15th) of the month for the previous month's transactions. Monthly Sales and Commission reports for vending services shall include the following information
 - a) Location
 - b) Machine serial number
 - c) Machine Type
 - d) Beginning Cash Sales Meter reading for the reporting period per machine
 - e) Ending Cash Sales Meter reading for the reporting period per machine
 - f) .Metered Gross Receipts per machine
 - g) Adjustments to Metered Gross Receipts per machine (less refunds, test vends, and burglaries)
 - h) Adjusted Metered Gross Receipts per machine
 - i) Commission rate for each machine
 - j) Commission Due for each machine
 - k) Summary of Metered Gross Receipts, Adjustments to Metered Gross Receipts, Adjusted Metered Gross Receipts and Commissions Due for all machines
- 11) At no times will vending machines have outdated snack/food or beverage items. All products must be pre-packaged and labeled with date of expiration. The Licensee must comply with all applicable regulations and qualifications regarding packaging, labeling, ingredient listing and standards.
- 12) Licensee may only sell standard and nationally advertised products of first class standard grades and of good quality
- 13) Requests for changes in products to be vended and/or prices shall be submitted in writing by Licensee to City with documentation supporting the request. The City shall have sole authority to approve/reject such requested changes
- 14) Respondent can submit a plan to describe any recommendations for additional services that the respondent suggests the City should incorporate.
- 15) As necessary, according to the products being vended, microwave ovens and stands are to be provided, cleaned and maintained by the Licensee
- 16) All machines and general area (including microwaves) shall be cleaned with every service call.
- 17) The City reserves the right to charge the Licensee a predetermined fee for the estimated monthly operating cost of each machine. The Licensee agrees to be billed for this charge on a monthly basis to cover the City's cost for electricity.
- 18) Respondents are encouraged to propose the installation of energy management devices on vending machines.
- 19) The City will be responsible for the costs associated with the maintenance and installation of any electrical outlets necessary to operate vending machines.

- 20) Respondents may visit existing and potential vending locations identified in Exhibit B of this RFP that provide public access, but are prohibited from interviewing City staff or other visitors at that location in an effort to obtain information relating to this RFP.

APPENDIX D



REQUEST FOR PROPOSAL
No. _____

For

PUBLIC RECYCLING PROGRAM

CITY OF LINCOLN, NEBRASKA

WITH THE ASSISTANCE OF ACTIVE NETWORK



Vendor proposals will be accepted until:

Thursday, _____, 2011 at 2:00 P.M.

Five (5)-sealed copies of the proposal are to be submitted to:

City of Lincoln
Active Network
Attention: Don Schulte
101 Main Street, Suite 260
Huntington Beach, CA 92648

Mark on lower left-hand corner of envelope:

RFP # _____
Due Date: __/__/2011 BY 2:00 P.M.
For: Naming Rights to the _____

Submitted by:

REQUEST FOR PROPOSALS (RFP)
RFP No. _____
PUBLIC RECYCLING PROGRAM

The City of _____, _____ ("City") hereby invites qualified firms or individuals ("Offerors") to submit written responses to install and maintain Recycling Bin Stations, at no cost to the City, and to solicit advertising to be affixed to Recycling Bin Stations on the City property. The City is seeking creative or non-traditional responses that would meet the needs and standards of the City's policies and interest. The Selected Vendor will provide and maintain the Recycling Bin Stations and will work with the City to provide for servicing/emptying of the Recycling Bin Stations. This would be a revenue-sharing Agreement for the City.

PRE-RESPONSE CONFERENCE will be held on _____, 2011 at ____:00 am in the _____, _____, _____. The purpose of this conference is to discuss the specifications and any Prospective Offeror's questions regarding the RFP documents and RFP process. Attendance is optional, and teleconference is available on request.

RESPONSE DEADLINE: All responses to this RFP must be received by the City's representative, Active Network, 101 Main Street, Suite 260, Huntington Beach, CA 92648 by _____, 2011 no later than 5:00 p.m., Pacific Standard Time (PST). Responses received after the established deadline will be returned to the Offeror, and will not receive further consideration in the evaluation process.

INQUIRIES: Questions regarding this RFP should be directed to the City's representative, Don Schulte, Active Network, at (714) 374-3330, ext. 5011, FAX (714) 200-0357, or email at Don.Schulte@activenetwork.com. To ensure a timely response, inquiries should be made by close of business day, _____, 2011. Information in response to inquiries may be published as an RFP Addendum.

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REQUEST FOR PROPOSALS

1.0 PROJECT OVERVIEW AND DEFINITIONS

1.1 Project Overview

- (a) The City is seeking responses from qualified firms or individuals (“Offerors”) with relevant experience to install and maintain Recycling Bin Stations, at no cost to the City, and to solicit advertising to be affixed to Recycling Bin Stations on the City property. The City will seek creative or non-traditional responses that would meet the needs and standards of the City’s policies and interest. The Selected Vendor will provide and maintain the Recycling Bin Stations and will work with the City to provide for servicing/emptying of the Recycling Bin Stations. This would be a revenue-sharing Agreement for the City.
- (b) About the City of _____.
[Insert over view of City]
- (c) The City’s Objective. The City wishes to enter into an Agreement that will allow the Selected Vendor to install and maintain Recycling Bin Stations at no cost to the City, to solicit advertising for Recycling Bin Stations, and to revenue –share with the City.
- (d) The Agreement type is a revenue-sharing arrangement (preference is given for Upfront and annual revenue guarantees) in that the City would receive a percentage of the revenues generated from advertising and sponsorships to be paid by the Selected Vendor.
- (e) Initial Term and Options. The initial term period is for 7-10 years with options for annual renewals to be determined.
- (f) This Request for Proposals (RFP) consists of:
- (i) the RFP cover page
 - (ii) Section 1.0 – Project Overview and Definitions
 - (iii) Section 2.0 – Instructions to Offerors
 - (iv) Exhibit A – Scope of Work
 - (v) Exhibit B – City Maps
 - (vi) Exhibit C – City Properties / Recycling Bin Station Locations
 - (vii) Exhibit D – _____ Sponsorship Policy

1.2 Definitions

As used throughout these documents, the following definitions shall apply:

- | | |
|---|--|
| (a) Addendum | A written revision to this solicitation document, issued to all Prospective Offerors. |
| (b) City | The City of _____, _____. |
| (c) City Council | Governing body of the City of _____. |
| (d) Vendor | Individual, partnership or corporation that is responsible for the performance of services under of an Agreement awarded by the City. |
| (e) Agreement | Terms and conditions that substantially conform to this RFP’s General and Special Clauses that will be finalized through negotiation and executed by the Selected Vendor and the City. |
| (f) Deliverable | Any report, software, hardware, data, documentation, or other tangible or intangible item that the Selected Vendor is required to provide to the City under the terms of an Agreement. |
| (g) Prospective Offeror | Individual or firm who has received a copy of this RFP. |
| (h) Purchasing & Contracts Representative | Individual designated in this RFP as the person to whom all inquiries should be addressed to beginning with the issuance of the RFP and ending with an award |

- of an Agreement or the completion of the RFP, if no Agreement is awarded.
- (i) Offeror Individual or firm that submits a response to this RFP.
 - (j) Selected Vendor The firm that is deemed to have submitted the most responsive and responsible response to this RFP.
 - (k) Recycling Bin Stations Physical structure replacing trash receptacles for public recycling which would include an advertising component affixed to the bin.
 - (l) Recycling Bin Program Public space recycling program that is cost free, will generate advertising revenue, increase recycling availability, educate and build awareness with residents, and will serve to track recycling materials within the City developments.
 - (m) Upfront Accelerated payments schedule with a disproportionate amount of revenue paid at the beginning of the Agreement.

2.0 INSTRUCTIONS TO OFFERORS

2.1 General

- (a) Responses must be submitted no later than **5:00 p.m., PST**, on the date indicated on the RFP Cover Page. Late responses will be returned to the Offeror.
- (b) Responses must be submitted in a sealed envelope to the following address:

Active Network
ATTN: Don Schulte/RFP No. _____
101 Main Street, Suite 260
Huntington Beach, CA 92648

The envelope must be clearly marked with the RFP Number and the date/time for receipt. Offerors will be wholly responsible for the timely delivery of submitted responses. Faxed responses are not allowed and will not be considered.

- (c) Responses must be submitted in the exact format specified below in Paragraph 2.2 (Response Format). Failure to follow the format instructions may result in a negative evaluation of the Offeror's response such as a finding of non-responsiveness.
- (d) Offerors assume all costs associated with the submission of a response including any potential negotiation or interview costs.
- (e) Offers must be valid for a minimum of 90 calendar days.
- (f) If it becomes necessary to revise any part of this RFP, a written Addendum will be provided to all Prospective Offerors by Active Network. The City is not bound by any revisions to this RFP by City staff, unless such revision or clarification is provided to Prospective Offerors in writing in the form of an Addendum from the Active Network.

2.2 Response Format

Offerors shall:

- (a) Submit the entire response on standard 8 ½" x 11" paper size with tabbed dividers labeled by section to correspond with the specific sections listed in 2.3, "Response Content".
- (b) Submit one original, three hard copies, and one electronic copy of the response. The electronic copy should be submitted in a Microsoft Office compatible format on compact disk or flash drive.

2.3 Response Content

Section 1 –Qualifications and Experience. Include the following information:

- (a) Offeror's Experience. Describe the Offeror's experience in providing Recycling Bin Stations and advertising services, including information and examples which substantiate successful and reliable past performance. Include a brief description of the Offeror's business history and number of years in operation. If the project is to be accomplished through an affiliation or joint venture of several firms, the names and addresses of those firms must be furnished, including the roles and responsibilities for each.
- (b) Key Personnel Experience. Designate the key personnel who would be assigned as the Offeror's account representative(s). Include current resume(s) and identify particular experience and/or skills that would be applicable to the services required. Indicate experience with both the recycling industry and the local _____/_____ advertising market. Describe current relationships with media buyers. Indicate the present workload of the project staff to demonstrate their ability to devote sufficient time to meet project goals. Estimate the percentage and kinds of work to be accomplished by the Offeror with staff presently residing locally.
- (c) References. Provide a listing of all clients in the past five (5) years that have received similar service as described in this RFP. In addition to this comprehensive listing, provide the names, telephone numbers,

email addresses and contact person(s) for at least three (3) references for which similar services have been provided. Ensure that references have given permission to be contacted.

Section 2 – Work Plan. In this section, the Offeror is to provide a proposed approach to satisfy the requirements set forth in attached Exhibit A (Scope of Work). As part of the work plan, the Offeror must address the following items:

- (a) **Project Approach.** In this section, give a high level overview of your approach to the project. All sub-consultants and their roles should be identified. Highlight the terms of your proposed arrangement with the City. Name key players who will be involved at different stages. Identify a project timeline for installation of the Recycling Bin Stations.
- (b) **Proposed Design of Recycling Bin Stations.** In this section, describe the design concept for all Recycling Bin Stations and provide images of design options. Be certain to address the design concerns detailed in Exhibit A (Scope of Work). Include schematic drawings and specifications as appropriate.
- (c) **Additional Resources.** The City will need to obtain all necessary permits, zoning, variances and approvals to proceed with implantation of the Recycling Bin Program. The expectation is that the Selected Vendor will provide supplemental resources to streamline the permit, zoning and variance process.
- (d) **Proposed Location of Recycling Bin Stations.** The City understands that precise locations will have to be addressed during contract negotiations and implementation, and then on an ongoing basis throughout the term of the Agreement. Please provide a description of the kinds of locations you are considering. For example: City property and playgrounds, facilities, walkways and other locations.
- (e) **Installation Plan.** Explain your installation plan for the Recycling Bin Stations. Address any special installation considerations for your Recycling Bin Station design. Specify participation respective Offerors would expect from the City.
- (f) **Service and Maintenance Plan.** Explain your service plan for the Recycling Bin Stations in detail (the City will be responsible for emptying Recycling Bin Stations). Who will wash the Recycling Bin Stations, and how often? Who will accept and act upon complaints about the Recycling Bin Stations (broken, graffiti)? Who will repair and replace the Recycling Bin Stations? Provide a sample service and maintenance plan that you have used in a past project.
- (g) **Advertising Component.** Explain in detail your approach to selling advertising on the Recycling Bin Stations. Describe the content of advertising that will be allowed, in keeping with the _____ Sponsorship Policy (see Exhibit D). The City will not allow advertisements of firearms, tobacco or adult entertainment. What will be the standard, earned, local and national rates? How will you measure accumulation and exposure? How will you maximize revenue? How will you minimize empty ad space?
- (h) **Reporting.** The City expects to receive periodic written as well as oral reports concerning Agreement performance detailing current inventory, number of ads placed, billings for that period, calculation of percentage due the City, listing of advertisers, and other similar information. Provide a sample of the report you will provide to the City. How often will you report?
- (i) **Employment Opportunities.** Please describe any employment opportunities that would be created by this program.
- (j) **Educational Services.** Please explain how recycling education would be incorporated into the plan.

Section 3 – Pricing. In this section, outline in detail all commissions and annual guarantees to be paid to the City as a result of revenues received by the Offeror.

2.4 Evaluation Criteria

- (a) An evaluation committee will judge the merit of qualifications received in accordance with the general criteria defined herein. Failure of the Prospective Offeror to provide in their submissions any information requested in this RFP may result in disqualification of the entity. The objective of the evaluation committee will be to select the Vendor that is the most qualified to meet the City's needs. The City reserves the right to interview

candidates during this process to determine the most qualified. Upon selections by the evaluation committee, the City Staff will negotiate fees, schedules and an Agreement with the Vendor recommended by the evaluation committee. The City is under no obligation to award an Agreement for these services. The basis for any potential award would be a review and evaluation of the submissions, and award would be made to the Offeror whose response is most responsive and responsible to complete the requirements of this RFP and is most advantageous to the City, revenue, and quality. The City may award an Agreement, with or without further discussions, to one or more Offerors. Award of any Agreement(s) will only be made upon approval of the City Executives or its designee. The City reserves the right to reject any and all submissions received.

(b) The following criteria will be applied in the evaluation process:

- | | |
|--|-----|
| 1. Experience, financial resources, and qualifications of the Offeror and key personnel assigned to this project | 30% |
| 2. Well conceived work plan that would successfully implement program objectives, educational and employment opportunities | 30% |
| 3. Revenue share and Upfront Revenue and annual revenue guarantee | 40% |

2.5 Inquiries

- (a) Any questions regarding this Request for Proposals should be directed to Don Schulte, Active Network, at (714) 374-3330, ext. 5011, FAX (714) 200-0357 or Don.Schulte@activenetwork.com.
- (b) Offerors should thoroughly review the RFP and submit written questions by facsimile or e-mail to the designated representative no later than close of business on the day designated on the invitation page. The City will distribute responses to questions by RFP Addendum to all Prospective Offerors who have requested or received a RFP from the City.

2.6 Presentations from Selected Finalists

After responses are received, an evaluation committee may select from the pool of Offerors a group of final Offerors to give a presentation in _____ and/or may request further information from Offerors. Failure to provide information or a presentation may eliminate an Offeror from further consideration. All costs associated with providing a presentation shall be the responsibility of the Offeror. Presentations may be done by video conference or teleconference.

EXHIBIT A

SCOPE OF WORK

- A-1 **General.** The Vendor will install and maintain Recycling Bin Stations, at no cost to the City, and solicit advertising to be affixed to Recycling Bin Stations on the City property. The Vendor will utilize creative or non-traditional advertising that will meet the need and standards of the City's policies and interest. The Vendor will provide and maintain the Recycling Bin Stations and will work with the City to provide for servicing/emptying of the Recycling Bin Stations. This will be a revenue-sharing Agreement for the City.

The City and the Vendor will need to work jointly to determine the locations of the Recycling Bin Stations.

A-2 **Opportunities.**

- (a) The City is open to a variety of placement locations for the Recycling Bin Stations. These may include the City property and playgrounds, facilities, walkways and other locations.
- (b) The City anticipates Offerors may want to place Recycling Bin Stations throughout the City. See maps titled "City Maps" attached as Exhibits B and "City Properties / Recycling Bin Station Locations" attached as Exhibit C. The City is open to considering any proposed location within the City.
- (c) Offerors may want to create a PR awareness campaign to promote recycling benefits and support the City's Green Agenda.
- (d) Offerors would be required to provide a tracking report outlining recycling performance and program benefits to the City.

A-3 **Recycling Bin Station Design and Placement Requirements.**

- (a) The final design of Recycling Bin Stations should be stamped by a structural engineer.
- (b) Placement of Recycling Bin Stations must not limit vehicular or pedestrian circulation.
- (c) Placement of Recycling Bin Stations must adhere to all accessibility requirements of the Americans with Disabilities Act (ADA), which usually means a minimum clear accessible route width of 36" from face of curb to any part of the recycling bin.
- (d) The City and the Vendor will need to jointly determine acceptable placement of Recycling Bin Stations. Should the City subsequently determine that an existing location is no longer acceptable, the City will notify the Vendor and the Vendor will have 30 calendar days to remove or relocate the Recycling Bin Station. In the case of an urgent health and safety issue, the Vendor will need to relocate the Recycling Bin Station immediately or the City may relocate at their discretion.
- (e) When Recycling Bin Stations are removed throughout the Agreement term, and on final removal at the end of the Agreement term, the Vendor will be responsible for completely removing the Recycling Bin Stations and all fixtures associated with it. The City expects that each location will be returned to its former condition.
- (f) Companies may wish to explain resources that would be made available to assist the City's legal department with permitting and zoning.

A-4 **Recycling Bin Station Service and Maintenance.**

- (a) The Vendor will be responsible for cleaning and maintaining all Recycling Bin Stations and the City expects that the Recycling Bin Stations will be neat and presentable, free of graffiti, stickers, litter and debris. The Vendor should provide a contact number so that the City may report unacceptable conditions if necessary.
- (b) The City will be responsible for emptying all Recycling Bin Stations.
- (c) Damaged bins should be repaired or replaced by the Vendor (at Vendor's expense). All repairs must be made by the Vendor within an approximate 48-72 hour period. Repair or replacement must be accomplished immediately if a health or safety issue is present.
- (d) The City expects that the Vendor will provide a performance bond in the amount of \$1,000 per recycling bin, to insure the Vendor's performance in regards to service, maintenance and ultimate removal of the Recycling Bin Stations.

A-5 **Advertising Content Review and Approval.**

- (a) The advertising affixed to the Recycling Bin Stations will be for purposes of generating revenue or publicity, and are not for providing a public forum for expression.
- (b) All content must meet _____ Sponsorship Policy (Exhibit D).
- (c) The Vendor may wish to recommend a review process, to gain the City approval of advertising content before it is placed.
- (d) Should material not meeting the City's standards be placed, the Vendor will be required to remove it within 24 hours of receiving written notification from the City.

A-6 **Ownership of Materials.**

- (a) All advertising Recycling Bin Stations and associated equipment will remain the property of the Vendor, and should be removed at the end of the Agreement's term.
- (b) the City will have no ownership of advertising content and associated intellectual property. The Vendor will be solely responsible for obtaining all necessary permissions, consents, copyrights or licenses to any work to be used in connection with the performance of the Agreement.
- (c) Any reports delivered to the City concerning Agreement performance will become the property of the City.

EXHIBIT B

CITY MAPS

[Insert City Maps]

EXHIBIT C

CITY PROPERTIES / RECYCLING BIN STATION LOCATIONS

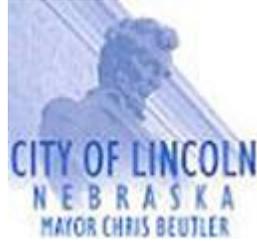
[Insert City Properties & Recycling Bin Station Locations]

EXHIBIT D

SPONSORSHIP POLICY

[Insert Policy]

APPENDIX E



REQUEST FOR PROPOSAL

No. _____

For

MEDIA SERVICES, SPONSORSHIPS AND NAMING RIGHTS

CITY OF LINCOLN, NEBRASKA

WITH THE ASSISTANCE OF ACTIVE NETWORK



Vendor proposals will be accepted until:

Thursday, _____, 2011 at 2:00 P.M.

Five (5)-sealed copies of the proposal are to be submitted to:

City of Lincoln
Active Network
Attention: Don Schulte
101 Main Street, Suite 260
Huntington Beach, CA 92648

Mark on lower left-hand corner of envelope:

RFP # _____
Due Date: __/__/2011 BY 2:00 P.M.
For: Naming Rights to the _____

Submitted by:

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APPENDICES

APPENDIX A: CITY PROPERTIES

APPENDIX B: FEE PROPOSAL

APPENDIX C: PROGRAM DESCRIPTION AND STAFFING

APPENDIX D: PRINCIPAL QUESTIONNAIRE FORM

APPENDIX E: CITY POLICIES

NOTICE TO BIDDERS

City of _____

RFP # _____ – Media Services, Sponsorships and Naming Rights

Sealed proposals for the above-mentioned project in the City of _____ will be received by Don Schulte of Active Network at his office on or before 2:00 PM local time on the ___ of _____, 2011.

Five (5) copies of the Proposal and other required documents must be submitted, sealed in an opaque envelope clearly marked with the name and number of the Proposal and the name and address of the Proposer. One electronic version containing all documents, attachments and brochures must be submitted on a CD or flash drive in the sealed envelope. Proposals must be received no later than 2:00 PM on _____, 2011, at the following address:

Don Schulte
Active Network
101 Main Street, Suite 260
Huntington Beach, CA 92648

Date: _____, 2011

The City of _____ desires to obtain a vendor to perform duties involved as outlined below.

Proposers response should include the following:

1. Firms qualifications to perform the service.
2. Expertise in the area requested.
3. Past experience with the City of _____ and/or affiliates.
4. Total cost or rates for providing the service.

INTRODUCTION

Active Network, on behalf of _____, _____, (the "City") is seeking proposals for a professional service provider who is experienced in internal and external Media Services, marketing and sponsorships to enter into an agreement (the "Agreement") directly with the City. The City would request the chosen proposer (the "Proposer") to solicit sponsorships and advertising for City wide events and initiatives with the objective of improving the quality of life and image of the communities served by the City. The selected Proposer would also be given the opportunity to provide the City's media requirements on a non-exclusive basis. The City will strongly encourage any creative or non-traditional media forms that would meet the needs and standards of the City's policies and interest. The Agreement may be for a ten-year period.

This RFP and any agreement issued as a result of this RFP is intended to provide the City incremental revenue from commercial advertisements on outdoor furniture (digital signage and kiosks), banners, posters, bill boards, vehicles, refuse containers, recycling bins, websites, sponsorships and naming rights (collectively referred to as "Advertising Media"). The Proposer will provide for routine maintenance of all Advertising Media built or maintained by the Proposer. Advertising Media materials shall be designed to complement key areas of the City. The City would expect a percentage of the inventory will be granted for City marketing purposes and/or public notices. To the extent there are any existing Advertising Media materials, the Proposer will engage and maintain all existing advertising material the City has in place, if any, effective the start date of the agreement. With regard to recycling bins and refuse containers, commercial advertisement panels will be affixed to the bins and containers at designated locations, adding aesthetic appeal to otherwise uninteresting "recycling bins" and "trash cans". The locations of the commercial advertising structures (the "Commercial Advertising Structures") shall be determined by the City with due consideration to the advice of the Proposer.

Advertising Media is intended to be primarily non-public forums and any advertising displays are for purposes of generating revenue or for City marketing and are not for providing a forum for expression. Displays of noncommercial, alcohol/tobacco/adult oriented advertisements are strictly prohibited. As such, individual advertisers must first qualify and obtain permission to advertise and the burden is on the Proposer to make sure advertisements comply with City policy and guidelines. All advertisements must be in accordance with City policies attached as Appendix E. The Proposer shall provide the City with all necessary new installations, with the media affixed, within 12 months from the date of the execution of the Agreement.

The City will only contract with Proposers that do not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, marital status, sexual orientation or citizenship status with respect to all employment decisions. Any questions regarding this RFP should be addressed to:

Don Schulte
Active Network, Inc.
101 Main Street, Suite 260
Huntington Beach, CA 92648
Phone: (714) 374-3330
Fax: (714) 200-0357
don.schulte@active.com

Proposers are encouraged to joint venture or subcontract with other firms if necessary in order to best meet the scope of work. Proposers may submit proposals for all or portions of the Advertising Media. The City is willing to enter into agreements with multiple proposers.

Section I—Background/Overview

[Insert overview of City]

The City wishes to enter into an agreement that will require the chosen Proposer to sponsor events and initiatives of the City. Examples of these [insert selected special events, initiatives or programs], and other special events and other programs. The financial support of the Proposer chosen will greatly help the City meet its objectives and mission to better serve the needs of the residents of and visitors to the City area. The second objective for awarding this contract is to develop an infrastructure to base City marketing and messaging at heavily trafficked points of access, City wide. The Agreement will also supply the City access to major brand advertising companies as well as local businesses that are interested in local marketing partnerships/sponsorships.

The City wishes to develop this relationship and infrastructure and award a ten (10) year agreement to a Proposer that would best serve the City's needs. The Proposer chosen would have to assure that all facilities are supplied with advertising units/materials necessary to provide appropriate presentation of all users of City facilities.

Section II—RFP Timetable

Written questions will be accepted and responses will be made available to all bidders.

- Release Date of RFP _____, 2011
- Pre-proposal / Conference Call _____, 2011
- Site Visitations Upon Request Week of _____, 2011
- Written Inquiries Due Date _____, 2011
- Proposal Due Date _____, 2011
- Negotiations with Proposers _____, 2011
- Staff Recommendation _____, 2011
- City Awards the Agreement _____, 2011

Dates indicated above are subject to change at the sole discretion of the City.

Section III—Mandatory Proposal Response Requirements

All proposals must contain the following:

1. Completed Revenue Proposal Form attached as Appendix B containing a completed description of the fees proposed to be paid by Proposer. Fees shall be payable quarterly on the first day of February, May, August and November of each year of the Agreement.
2. Program Description and Staffing Form containing the information appearing on Appendix C — Program Description and Staffing.
3. Cover letter
The cover letter shall include a summary of the Proposal, including a brief description of the Project Manager and key personnel. It shall make a commitment to accept the terms and conditions in the RFP, including acknowledgment of receipt of all amendments and/or addenda to the RFP. Any requests for exceptions should be noted in the cover letter and include alternatives where applicable. Exceptions will be submitted to the City Attorney for review.
4. Project Approach
This section should demonstrate an understanding of the Scope of Work. It should describe the general approach, organization, and staffing. All sub-consultants and their roles should be identified. The Proposer shall include a matrix/summary identifying key personnel assigned to all phases of the Agreement.

Each Proposer shall visit the City and submit with the Proposal a prototype or photograph of the proposed media, and a description of the proposed media target market.

5. Timeline
The Proposer shall identify a projected timeline outlining the major steps of each component of the program, application of the media, and the estimated length of time required to complete each step.
6. Proposed Design of Commercial Advertising Structures
The Proposer should describe its design concept for all furniture/hardware. Special consideration will be given to designs that feature lighting, unique and innovative designs (digital) and designs and/or designs that complement _____ neighborhoods. Designs should shall meet American with Disabilities Act of 1990 (“ADA”), 42 U.S.C.A. §12131, et. seq., requirements. The final design shall be stamped by a Structural Engineer before they will be accepted by the City for approval.
7. Maintenance
The Proposer shall submit a maintenance, repair, and replacement plan for all Commercial Advertising Structures, outdoor furniture and refuse containers. The Proposer shall provide a detailed maintenance cycle for these items.
8. Advertising Component
The Proposer should describe the content of the advertising that will be allowed, in keeping with the City community standards. All advertisers will be pre-screened by the Proposer. In addition, the Proposer should describe the design and amount of advertising materials per location.

9. Requirements for Partnership Program

Each person or entity submitting the Proposal must have the capability to provide the full range of required services as detailed in the Scope of Work for this RFP. If a team submits the Proposal, one person or entity must be designated as the lead.

Previous professional work in the area will be a heavily weighted factor in the selection process. Quality of performance on previous agreements, ability to meet project schedules, ability to communicate well with both field staff and office personnel will be some of the attributes and factors considered.

10. The Proposal shall include the following information:

- a. Legal name of person or entity, address, telephone number, and fax number.
- b. Names, titles and resumes of the individuals that will be assigned to this project, including the project manager.
- c. Include the corporate history, years in business, applicable experience, size of corporation, and provide other relevant documentation.
- d. Current number of personnel and the high and low variations during the last five years.
- e. Description of the structure of the Proposer (i.e., whether an individual, partnership, corporation, joint venture, etc.).
- f. Marketing Support Revenue: Estimate of advertising, merchandising and promotional dollars for city special events.
- g. A proprietary financial statement (separately sealed and marked "confidential"). The statement should include a full detailed and audited presentation of the true condition, including the last two fiscal years, of the Proposer's assets, liabilities, and net worth. The statement should include balance sheets and income statements.
- h. A list of agreements with the City during the past five years, if any.
- i. The identification of the principal contact with the City.
- j. The name, address, and telephone number of the person to whom correspondence should be directed.
- k. A representative listing of all clients in the past ten years that have received similar service reviews as described in this RFP.
- l. References that the City may contact concerning the Proposer's performance on all other similar agreements in the past ten years. Include project descriptions and year completed.
- m. At least two contact reference names per project, titles of contact references, e-mail addresses and phone numbers, including current client references.

n. If the Proposer is a Minority, or Woman-Owned Business Enterprise, list of agencies with whom the Proposer is certified. If the Proposer is a MBE, or WBE not yet certified, please indicate.

o. A list of all sub-consultants by company name, address, contact person, telephone number and project function and describe the Proposer's experience working with each sub-consultant.

p. An up to date Dun & Bradstreet report.

Section IV—Proposal Submission Instructions

The proposals must be signed by an individual who is authorized to bind the proposer to all commitments made in the proposal. The original and four (4) copies of the proposal, together with all attachments, must be submitted to the persons named below, in a sealed opaque envelope no later than 2:00 PM PST on _____, 2011. No telegraphic or facsimile proposals will be accepted. Any late proposals will be returned unopened.

Interested parties are advised that the authorized contact person for this procurement is set forth below. No contact with any other City personnel other than the authorized contact person is allowed until such times as an award (or awards) has (have) been made. The City is under no obligation to respond to any question, inquiry or assertion that is not received in writing. Interested parties may contact the authorized contact person by telephone to advise that a fax transmission has been sent to the above number. Violation of these provisions may result in immediate disqualification. Proposers will submit all proposals and direct all responses, questions, and any other communications to the following authorized contact person:

Don Schulte
Active Network
101 Main Street, Suite 260
Huntington Beach, CA 92648
Phone: (714) 374-3330, ext. 5011
Fax: (714) 200-0357
don.schulte@activenetwork.com

With a copy to:

[Insert contact information for City representative]

All responses to questions and other communications regarding this RFP are subject to approval of the City.

Written response to this RFP is scheduled to be received by _____, 2011, no later than 2:00 PM PST at the above address. Please send the original and four (4) copies of your proposal to Don Schulte.

Section V—Scope of Work

A. General Scope:

The purpose of this RFP is for the City to enter into an Agreement(s) with one or more professional service providers experienced in Out of Home Media, sponsorship/marketing/naming rights, partnerships, and digital/static advertising signage.

The Agreement is intended to provide the City with incremental revenue from commercial advertisements¹. In exchange for the permission to post certain commercial advertisements, the Proposer will provide for the routine maintenance of Commercial Advertising Structures.

Commercial Advertising Structures are intended for purposes of generating revenue while also serving as a messaging system and promotional vehicle to promote City activities and events. The Proposer will make sure that all advertising complies with City policy and guidelines. The Proposer will provide the City with all new necessary installations of Commercial Advertising Structures within a mutually agreed timetable not to exceed 12 months from the date of design and location approval from the City.

In addition, the Proposer will be responsible for the regular maintenance of the Advertising Media components including Commercial Advertising Structures, Outdoor Furniture, kiosks, banners, posters, bill boards, refuse containers, websites, sponsorships and naming rights.

The locations of the Commercial Advertising Structures shall be determined by mutual agreement between City and vendor.

B. Specific Scope:

1. Provide or procure marketing partnerships/sponsorships. Identify interior and exterior advertising signage that will include framed and unframed advertising on digital boards, refuse containers, banners, billboards, and interior and exterior walls. The key role of Proposer's responsibilities shall be to identify locations (see Appendix A: City Property List) to manufacture, maintain and sell advertising on such displays.
2. Installation of all Commercial Advertising Structures at locations approved by the City.
3. Provide regular maintenance and cleaning of Commercial Advertising Structures. This includes sweeping, cleaning, and keeping all Commercial Advertising Structures free of graffiti, stickers, litter and debris.
4. Promptly remove or relocate any Commercial Advertising Structures within thirty (30) days of receiving written notification from the City and immediately if health and safety issues are presented.
5. Obtain prior written approval of the order specifications for signage from the City before placing the order for the materials.
6. Submit the commercial advertising prototype to the City for approval prior to installation on Commercial Advertising Structure.

¹ "Commercial advertisements" is herein defined as advertisements that do no more than propose a commercial transaction.

7. Remove any media within twenty-four (24) hours of receiving written notification from City.
8. Compliance with all federal, state, City and local laws, ordinances, and requirements.
9. Provide repair or replacements for any damaged Commercial Advertising Structures owned or installed by the Proposer within a reasonable timeframe not to exceed 90 days of notification of such damage by the City or sooner if health and safety issues are presented. All repairs and replacements shall be the sole cost and responsibility of the Proposer.
10. Payment of an annual revenue fee, for each year, to the City. Each year's revenue fee shall be paid in four equal installments.

Section VI-Agreement Term

Performance under the Agreement awarded pursuant to this RFP is intended to commence upon execution of an agreement and extend for a period of ten (10) years. The City reserves the right to renew this agreement for two 5 year periods prior to expiration of this agreement. The decision to renew will be at the sole discretion of the City.

The City reserves the right to modify the composition of and the scope of services of this project. Nothing in this RFP shall be deemed to bind the City to any terms in any potential Agreement with a Proposer. The City reserves the right to modify the terms of this RFP in its sole discretion.

Section VII – Key Personnel

The City reserves the right to approve all of the Proposer's personnel assigned to the Agreement. The Proposal must identify the Project Manager and all proposed key personnel. The Proposal and Statement of Qualifications shall include an estimated weekly time table for all assigned personnel (those who report directly to the Sponsorship Project Manager).

All key personnel must be named in the Proposal. After the Agreement is signed, the Proposer may not replace key staff without written approval by the City. The City must approve replacement staff before a substitute person is assigned to the team. The City reserves the right to request that the Proposer replace a staff person assigned to the Agreement, should the City consider that such a replacement would improve performance under such Agreement. Replacement staff will be subject to City approval prior to assignment to the team.

Section VIII – Office Location/Travel

It is not the City's intention to house Proposer personnel in City facilities or offices; however, workspace necessary for acquiring information may be made available if necessary. The City will not reimburse the Proposer for personnel relocation under the Agreement. Specialty staff identified in the Proposal that are needed for specific assignments on the Agreement may, with advance City approval, be eligible for reimbursement for normal costs associated with travel outside their home office. The proposer needs to have a field office close enough to the City in order to do repairs in a timely manner and to respond quickly to maintenance requests.

Section IX – Trademarks and Patents

The Proposer shall include in the price of any bid any patent or trademark fees, royalties, and charges on any patented article, process designs, graphics, or artwork to be furnished or used in the prosecution of the work.

Section X – Evaluation Process and Criteria

A selection panel will be comprised of City staff from relevant departments. Each member of the selection panel will evaluate the Proposal using the evaluation criteria listed below and rank the Proposals.

A. Overall qualifications of proposed team and experience in the required areas. Demonstrated prior experience with Commercial Advertising Structures, marketing, and/or sponsorship	30 Points
B. Product management methodology and schedule controls	10 Points
C. Project management acumen including ability to effectively work together with City staff, customers and stakeholders	10 Points
D. Compensation to City	50 Points

The top ranked Proposers may be invited to participate further in the selection process in an oral interview. Presenters will be expected to participate to the degree commensurate with their role in the Proposer's Proposal. Notification to those Proposers invited to the oral interview will include a time limit for the presentation.

Section XI – General Terms and Conditions

General Information

1. Incurring Cost. Neither the City nor Active shall be liable for any costs incurred in the preparation and production of a proposal in response to this RFP or for any work performed prior to the issuance of a contract. Each proposal prepared in response to this RFP will be prepared solely at the cost and expense of the proposer with the express understanding that there will be no claim whatsoever for reimbursement from the City or Active.
2. Rejection of Proposals. This RFP does not commit the City to award a contract, or to procure, or to contract for services or supplies. Notwithstanding any other provisions of this RFP, the City reserves the right to award this contract to the Proposer(s) that best meet the requirements of the RFP, and not necessarily to the lowest bidder. The City reserves the right to accept or reject any or all proposals received as a result of this request; to negotiate with all qualified sources; or to cancel in part or in its entirety this RFP if it is in the interests of the City to so do.

The City may require the Proposer selected to participate in negotiation and to submit any price, technical, or other revisions, or their proposals as may result from negotiations.

3. Addenda to Request for Proposals. Amendments to this RFP may be necessary prior to the closing date and will be furnished by mail to all prospective Proposers who have requested these materials.

4. Contract Negotiations. The City intends to enter into contract negotiations with the firm or firms selected by the RFP Evaluation Committee, who shall be required to enter into a written contract or contracts (hereinafter, the "Contract") with the City in a form approved by legal counsel for the City. This RFP and the proposal, or any part thereof, may be incorporated into and made a part of the Contract(s). The contract(s) may contain provisions not contained herein.

The City reserves the right to negotiate the terms and conditions of the Contract(s) with the selected proposer(s), if any. These negotiations could include all aspects of services and fees. Neither the selection of a Proposer nor the negotiation of the Contract with such Proposer(s) shall constitute the City's acceptance of the proposal or a binding commitment on behalf of the City to enter into a Contract with such Proposer(s), as any binding arrangement must be set forth in the Contract signed by both parties and is subject to all requisite approvals.

5. Additional Information. The City may award a contract based upon offers received without discussion of such offers with the Proposers. Each offer, therefore, should be submitted in the most favorable terms that the Proposers can offer the City from a price and technical standpoint. However, the City reserves the right to request additional data or oral discussions or presentations in support of written proposals from any and all of the Proposers. In addition, the City reserves the right to make on-site visits to the Proposer's place of business to assess and/or evaluate Proposer's qualifications.

6. Disclosure of Proposal Contents. The City will withhold proposals submitted under this RFP from disclosure, unless otherwise required by law, including, but not limited to, the Freedom of Information Law ("FOIL"). Proposers should indicate any information they feel is exempted from disclosure under FOIL. In the event that the City determines that information is required by applicable law to be disclosed, the City will notify the Proposer in advance of such disclosure to enable the Proposer to take such action as it deems appropriate. Copies of executed contracts are not exempt from FOIL.

7. Independent Price Determination and Gratuities: By submission of its offer, the Proposers certify (and in the case of a joint offer, each party thereto certifies as to its own organization) that, in connection with procurement:

- A. The prices in this offer have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matters relating to such prices with any other proposer or competitor; and
- B. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the Proposers prior to award, directly or indirectly, to any other Proposer or competitor; and
- C. No attempt has been made nor will be made by the Proposer to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition; and

D. No elected or appointed official or employee of the City shall benefit financially or materially from this contract. The City may terminate this contract if gratuities were offered or given by the Proposer or his or her agency to any such official or employee.

8. Ownership of Information: The City has the exclusive ownership and unlimited rights to use, disclose, or duplicate for any purpose whatsoever, all information, data designs, reports, documents, data, photographs and/or other materials produced pursuant to any Agreement developed by the Proposer under contract with the City.

9. Examination of Records: In submitting a proposal, the successful Proposer agrees that the City shall have access to and the right to examine directly all pertinent documents, papers and records of the Proposer and/or any sub-contractor as related to any contract and/or subcontract resulting from this RFP until six years after final payment has been made pursuant to any contract awarded as a result of the City's acceptance of proposal.

10. Subcontracting: The successful Proposer will be responsible for the entire contract performance. The successful Proposer must indicate whether it intends to use a sub-contractor for any part of the work. If so, the successful Proposer shall identify each sub-contractor by name, business address and expertise, and must include the name(s) of the principal(s) of the subcontracting entity. A full description of the tasks to be performed by the sub-contractor must be included. The successful Proposer will not be permitted to subcontract any part of the contract or any of the rights and obligations hereunder without the prior written approval of the City.

11. Negotiated Changes: In the event that negotiated changes occur after the awarding of the contract, the same pricing policies called for in the original contracts will remain in effect.

12. Confidentiality: The Proposer agrees to observe the confidentiality provisions and prohibitions against redisclosure contained in all applicable Federal, State and local laws, rules and regulations, as such laws, rules and regulations may from time to time be amended, relating to records and information gathered, obtained, reviewed or developed in the performance of the resulting agreement; and further agrees to require each of its employees, partners and agents assigned to the performance of this agreement to observe such provisions.

13. Contractual Document: The proposal selected by the City for the award of an Agreement will become the basis for a legally binding contract between the City and the Proposer. However, the City reserves the right to modify any provision of this RFP and the successful proposal before a contract is executed by the City.

14. Disclosure: All organizations contracting with the City are required to disclose the names and home addresses of all principals. Disclosure must be provided as indicated by the type of ownership.

A. Sole Proprietorship/Individual. The name and home address of the sole proprietor/individual. Sole ownership must be stated on the disclosure.

B. Closely Held Corporation. The names and home addresses of all shareholders, officers and directors.

- C. Publicly Traded Corporation. Only the page(s) of the SEC Form 10-K setting forth the names of all officers and directors.
- D. Not for Profit Corporation. The names and home addresses of all members, officers and directors.
- E. Partnership. The names and home addresses of all general and limited partners.
- F. Limited Liability Company. The names and home addresses of all members.
- G. Limited Liability Partnership. The names and home addresses of all members.
- H. Joint Venture. The names and home addresses of all joint venturers.

15. Evaluation: Selection of a Proposer will be made after a careful evaluation of the proposals received by the Evaluation Committee. The Evaluation Committee will consist of representatives of the City Manager's Office or various City departments, as appropriate.

General Conditions for Contracts

This Contract is entered into subject to the Charter and ordinances of the City of _____, as they may be amended from time to time, and is subject to and is to be construed, governed, and enforced under all applicable State of _____ and federal laws. The parties to this contract agree and covenant that for all purposes, including performance and execution that this contract will be enforceable in _____, _____; and that if legal action is necessary to enforce this contract, exclusive venue will lie in _____ County, _____.

1. The successful Proposer will assume all risk in the operation of the facility and shall comply with all Federal, State, and local laws and regulations and all rules, regulations and ordinances of the City affecting said premises in regard to all matters, and to indemnify and hold said City, Commissioners, Agents, Officers and Employees harmless from any claims arising out of any violation of any law, ordinance or regulation or any action taken by the successful Proposer under any potential agreement.
2. Any real property improvements, fixed assets, and fixtures become the property of _____ upon termination of the contract or the end of the contract period.
3. The contract shall provide that in the event of any material misrepresentation by the Proposer contained in its proposal, City shall have the right to immediately terminate the agreement. It shall also provide that in the event the Proposer or any of its principals are convicted of a misdemeanor or felony during the term of the agreement, that the City shall also have the right to terminate the agreement.
4. The successful Proposer will expressly waive any and all claims for compensation for any and all loss or damage sustained by reason of any defect, deficiency or impairment of the water supply system, drainage system, gas mains, electrical apparatus or wires furnished for the premises or by reason of any loss of any gas supply, water supply, heat or current which may occur from time to time from any cause, or for any loss or damage resulting from fire, water, tornado, hurricane, civil commotion or riot, and the successful

Proposer will expressly release and discharge the City and its agents from any and all demands, claims, actions, and causes of action arising from any of the causes aforesaid.

5. The City reserves the right to conduct discussions with one or more proposers. No proposer shall have any rights against the City as a result of such discussions. City reserves the right to negotiate separately with any source whatsoever. The City waives the right to waive any irregularity in any proposal received or any other aspect of this procurement.
6. Each proposal prepared in response to this RFP will be proposed solely at the cost and expense of the proposer with the express understanding that there will be no claim whatsoever for reimbursement from the City.
7. Submission of a proposal in response to this RFP shall constitute an offer on the part of the successful proposer to execute a Contract substantially as described herein.
8. News releases or other public announcements relating to this RFP shall not be made by any party receiving this RFP without the prior written approval of the City.
9. Disclaimer: The City and its respective officers, directors, agents, members and employees make no representation or warranty and assume no responsibility for the accuracy of the information set forth in this RFP. Further, the City does not warrant nor make any representations as to the quality, content, accuracy or completeness of the information, text, graphics, links or other facets of this RFP once it has been downloaded or printed from this or any server, and hereby disclaims any liability for technical errors or difficulties of any nature that may arise in connection with the Website on which this RFP is posted, or in connection with any other electronic medium utilized by respondents or potential respondents in connection with or otherwise related to the RFP.

Appendix A
City Properties

[Insert List of City Properties]

Appendix B

Fee Proposal

Outline in detail all fees to be paid to the City. Fees should be broken down by sub-category within the Advertising Media classification. These subcategories include: Outdoor furniture, banners, posters, bill boards, vehicles, refuse containers, websites, sponsorships, naming rights and fixed digital displays.

The undersigned hereby certifies his or her compliance with the following:

“NON-COLLUSIVE PROPOSAL CERTIFICATION”

By submission of this Proposal, each Proposer and each person signing on behalf of any other Proposer certifies, and in the case of a joint Proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

A. The prices of this Proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor; and

B. Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor; and

C. No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.

D. The undersigned has carefully examined the Proposal and License Documents and agrees to perform this license and to provide all services, labor, material and equipment necessary for this license.

SUBMITTED BY: _____

(Signature)

PRINT NAME _____

DATE: _____

Appendix C

Program Description and Staffing

Please provide a complete written description of the Proposal, including the following information:

Staffing: Bios of firm principals as well as staff expected to be assigned to this project.

Detail prior experience in the area of Media Services naming rights and sponsorships.

Detail prior experience with public sector clients (similar size and scope).

Detailed cover letter on the firm's letterhead indicating EIN number and the name of the parties authorized to discuss and/or enter into negotiations with _____ with respect this proposal.

(USE ADDITIONAL SHEETS IF NECESSARY)

APPROVED AND SUBMITTED BY:

(Signature)

PRINT NAME: _____

DATE:

Appendix D

Principal Questionnaire Form

All questions on these questionnaires must be answered and the answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name

SSN _____

Date of birth ____/____/____

Home address

City/state/zip

Business address

City/state/zip

Telephone

Other present address(es)

City/state/zip

Telephone

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President ____/____/____ Treasurer ____/____/____

Chairman of Board ____/____/____ Shareholder ____/____/____

Chief Exec. Officer ____/____/____ Secretary ____/____/____

Chief Financial Officer ____/____/____ Partner ____/____/____

Vice President ____/____/____ _____ ____/____/____

(Other)

3. Do you have an equity interest in the business submitting the questionnaire?

NO ___ YES ___ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO ___ YES ___ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire?
NO ___ YES ___; If Yes, provide details.
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
NO ___ YES ___ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
 - a. Been debarred by any government agency from entering into contracts with that agency? NO ___ YES ___ If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contract cancelled for cause? NO ___ YES ___ If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO ___ YES ___ If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contracts? NO ___ YES ___ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

- a. Is there any felony charge pending against you? NO ___ YES ___ If Yes, provide details for each such charge.
 - b. Is there any misdemeanor charge pending against you? NO ___ YES ___ If Yes, provide details for each such charge.
 - c. Is there any administrative charge pending against you? NO ___ YES ___ If Yes, provide details for each such charge.
 - d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO ___ YES ___ If Yes, provide details for each such conviction.
 - e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO ___ YES ___ If Yes, provide details for each such conviction.
 - f. In the past 5 years, have you been found in violation of any administrative or statutory charges? NO ___ YES ___ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO ___ YES ___ If Yes, provide details for each such investigation.
 10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO ___ YES ___ If Yes; provide details for each such investigation.
 11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO ___ YES ___ If Yes; provide details for each such instance.
 12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO ___ YES ___ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT PROPOSAL OR FUTURE PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, _____, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the City in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the City will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this _____ day of _____ 2011

Notary Public

Name of submitting business: _____

By: _____
Print name

Signature

Title

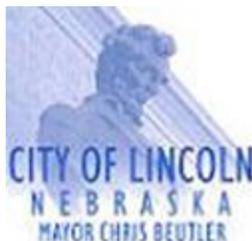
_____/_____/_____
Date

Appendix E

City Policies

[Insert City Advertising Policy]

APPENDIX F



REQUEST FOR PROPOSAL

No. _____

For

NAMING RIGHTS TO THE _____

CITY OF LINCOLN, NEBRASKA

WITH THE ASSISTANCE OF ACTIVE NETWORK



Vendor proposals will be accepted until:

Thursday, _____, 2011 at 2:00 P.M.

Five (5)-sealed copies of the proposal are to be submitted to:

City of Lincoln
Active Network
Attention: Don Schulte
101 Main Street, Suite 260
Huntington Beach, CA 92648

Mark on lower left-hand corner of envelope:

RFP # _____

Due Date: __/__/2011 BY 2:00 P.M.

For: Naming Rights to the _____

Submitted by:

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NOTICE TO BIDDERS

City of _____

RFP # _____ – NAMING RIGHTS to the _____

Sealed proposals for the above-mentioned project in the City of _____ will be received by Don Schulte of Active Network at his office on or before 2:00 PM local time on the ___ of _____, 2011.

Five (5) copies of the Proposal and other required documents must be submitted, sealed in an opaque envelope clearly marked with the name and number of the Proposal and the name and address of the Proposer. One electronic version containing all documents, attachments and brochures must be submitted on a CD or flash drive in the sealed envelope. Proposals must be received no later than 2:00 PM on _____, 2011, at the following address:

Don Schulte
Active Network
101 Main Street, Suite 260
Huntington Beach, CA 92648

Date: _____, 2011

The City of _____ desires to obtain a vendor to perform duties involved as outlined below.

Proposers response should include the following:

1. Firms qualifications to perform the service.
2. Expertise in the area requested.
3. Past experience with the City of _____ and/or affiliates.
4. Total cost or rates for providing the service.

An acceptable Certificate of Insurance must be submitted within 14 days of notice of award. Instructions are enclosed (see Appendix A).

RFP SPECIFICATIONS

SECTION 1: PURPOSE:

1.1. City Overview [Insert overview of City]

1.2 The City of _____ (“City”), with the assistance of Active Network is seeking proposals for Naming Rights to the _____.

1.3 The [insert facility name] began operations in [insert date]. The [insert facility name] is owned & managed by the City of _____ and has seating capacity of approximately _____. The [insert facility name] foot traffic is as follows:

- 2007 – _____
- 2008 – _____
- 2009 – _____
- 2010 – _____

1.4 Website Hits

- The main homepage receives approximately _____ hits annually or an average of _____ per month.
- Individual page hits for facility information, directions, etc. range from _____ to _____ hits annually or _____ to _____ per month.
- The Recreation department home page receives approximately _____ hits annually or an average of _____ per month.

1.5 Traffic Volumes – the latest traffic volumes provided by the _____ Traffic Council. Traffic counts are average daily (24 hour) counts:

1.5.1 [Insert roadway/street name]:

- a. _____ to _____ [insert volume amount] [insert year]
- b. _____ to _____ [insert volume amount] [insert year]
- c. _____ to _____ [insert volume amount] [insert year]

1.5.2 [Insert roadway/street name]:

- a. _____ to _____ [insert volume amount] [insert year]
- b. _____ to _____ [insert volume amount] [insert year]
- c. _____ to _____ [insert volume amount] [insert year]

1.6 Media Hits

1.61 Projected Annual Gross Impressions

The [insert facility name] generates significant media impressions, any business that paid for this level of media buy could expect to pay upwards of \$____ k. (Based on \$____ CPM – cost per thousand impression).

<u>Communication Category</u>	<u>Impressions</u>
-------------------------------	--------------------

[Insert Facility Name] Signage _____
 [Insert Facility Name] Advertising _____
 Media Mentions _____

Total Projected Annual Impressions _____

1.7 A Pre-Proposal Conference will be held on _____, _____, _____ at _____.

SECTION 2: RECEIPT OF PROPOSALS:

2.1 Five (5) copies of the Proposal and other required documents must be submitted, sealed in an opaque envelope clearly marked with the name and number of the Proposal and the name and address of the Proposer. One electronic version containing all documents, attachments and brochures must be submitted on a CD or flash drive in the sealed envelope. Proposals must be received no later than 2:00 P.M. on Thursday, _____, 2011, at the following address:

Don Schulte
 City of _____
 Active Network
 101 Main Street, Suite 260
 Huntington Beach, CA 92648

2.2 The Proposal submitted by the individual Proposer(s) is the document upon which the City of _____ will make its initial judgment regarding the Proposer's qualifications, understanding of the City's scope and objectives, methodology, and ability to complete services under the contract.

2.3 Those submitting Proposals do so entirely at their own expense. There is no express or implied obligation by the City of _____ to reimburse any firm or individual for any costs incurred in preparing or submitting Proposals, preparing or submitting additional information requested by the City, or for participating in any selection interviews.

2.4 Submission of any Proposal indicates acceptance of the conditions contained in the RFP, unless clearly and specifically noted otherwise in the Proposal.

2.5 The City of _____ reserves the right to reject any and all Proposals, in whole or in part, submitted in response to its RFP.

2.6 The City of _____ reserves the right to waive any and all informalities and to disregard all nonconforming, non-responsive or conditional Proposals.

2.7 The City of _____ may, at any time by written notification to all Proposers, change any portion of the RFP described and detailed herein.

2.8 Proposals will be examined and evaluated by a committee with representation from the City of _____ [insert department names]. The _____ City Council will make the final decision from recommendations put forth by the evaluation committee.

2.9 During the evaluation of Proposals, the City may require clarification of information or may invite Proposers to an oral presentation to amplify and or validate Proposal contents.

SECTION 3: QUALIFICATION AND REQUIREMENTS OF PROPOSER:

Provide a statement of Proposer qualifications including:

3.1 Provide the name, a brief history and description of your firm. Include your firm's most recent annual report.

3.2 Identify your firm's staff member who would be working with and coordinating marketing and advertising activities with the City of _____ during the term of this contract.

3.3 Name and title of person(s) authorized to bind the Proposer, together with the main office address, and telephone number (including area code).

3.4 Document your firm's qualifications to produce the required outcomes, including its ability, capacity, skill and financial strength.

3.5 Proposers shall submit any details of similar projects including name, addresses and telephone numbers.

3.6 Provide any additional information that would distinguish your firm in its service to the City of _____.

3.7 Proposers shall include all completed attachments and forms required with their proposal.

3.8 Proposer shall provide, at no cost to the City, a current Dun & Bradstreet Comprehensive Report which shall be a distributable copy. Due to copyright issues, the City is unable to accept D&B reports marked "Not for Distribution". This report can be obtained online at www.dnb.com. Information within this report may be used in the City's evaluation of the Proposer's financial solvency. Any Proposer who is unable to supply this report because the business does not have or was unable to obtain a D&B number should note this in their proposal response.

3.9 In addition, the City of _____ may make such investigations it deems necessary to determine the ability of the Proposer to perform financially. The Proposer shall furnish to the City, within five (5) days of a request, all such information and data for this purpose as may be requested. The City reserves the right to reject any Proposal if the information submitted by, or investigation of, such Proposer fails to satisfy the City that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional Proposals will not be accepted.

SECTION 4: SCOPE OF SERVICES:

4.1 Title Sponsorship entitles the sponsor to rename the [Insert Facility Name] with a name chosen by the sponsor, with preapproval by the City of _____. The sponsor will have the non-exclusive right to place its name on existing external and internal signage,

including, but not limited to exterior of the facility, interior signage, street signage, directional signage and highway signage.

4.2 The sponsor will commit to provide all materials and replacement signage, including installation as needed to complete the re-titling of the [Insert Facility Name]. The cost of changing all exterior and interior signage will be paid for by the naming rights sponsor. All sign placements must be approved by the City of _____ and be in accord with any and all municipal approvals, zoning and building code requirements. No signs may be placed on the roof of the building. The naming rights sponsor shall be responsible for contracting all work relative to the removal of existing signage and the installation of all exterior and interior signage. All contractors and subcontractors performing work at the request of the naming rights sponsor shall be required to provide certificates of insurance in compliance with the insurance requirements set forth herein (see Appendix A).

4.2.1 The contractor shall provide all ongoing maintenance and bulb replacement for the signs that are located on the exterior of the building and street entrances. All other signs in the facility, once installed, are the responsibility of the City of _____.

4.2.2 The dimensions for some of the largest signs are as follows, additional signage requirements are listed in Appendix B.

1. [Insert sign designation and location] Overall Dimensions are: ___" tall x ___' _6" w

Overall Dimensions are: ___" tall x ___' w

The Letters are ___" to ___" and the logo is larger

2. [Insert sign designation and location]

Overall Dimensions are: ___" tall x ___' _6" w

The Letters are ___" to ___" and the logo is larger

3. [Insert sign designation and location]

Overall Dimensions are: ___" tall x ___' _6" w

The Letters are ___" to ___" and the logo is larger

4. [Insert sign designation and location]

Overall Dimensions are ___' tall x ___" w.

5. [Insert sign designation and location]

Overall Dimensions are ___' tall x ___" w.

4.2.3 It will be the responsibility of the naming rights sponsor to work with, and compensate, the _____ State Department of Transportation to change the signs on all _____ State highways. The City of _____ makes no representations concerning the requirements of such work.

4.3 The City will provide the naming rights sponsor advertising space in the _____ (Front Welcome or Entrance Sign).

4.4 Sponsor's name shall appear on all [insert specific rights and entitlements]. The cost for artwork, production, and installation costs of the sign faces shall be the responsibility of the awarded Proposer.

4.5 Proposers are encouraged to offer and shall describe additional promotional advertising opportunities that may include additional revenue or marketing benefits, which support [Insert Facility Name] attendance or attendees.

4.6 Proposers shall address their marketing and public relations program to promote the new facility name locally, regionally and nationally.

4.7 Proposers shall state their objectives and strategy to introduce build and increase awareness of the facility's new name. This is a key component of the proposal and must be clearly delineated.

4.8 Proposers shall describe their strategy to ensure a complete and integrated use of the new name on the established date.

4.9 Proposers shall describe any programs that they believe will create excitement, enthusiasm and promote goodwill by reaching out to the local and regional community.

4.10 The City reserves the right to re-negotiate the compensation requirements in the event additional [insert facility] or major construction occurs within the facility; in the event the parties are unable to agree on compensation, the City reserves the right to cancel the agreement without further obligation.

4.11 The City reserves the right to sell or lease all or a portion of the facility during the term of this agreement.

SECTION 5: TERM OF CONTRACT:

5.1 The contract period shall be ten (10) years, beginning on or about _____, 2011.

5.2 The successful Proposer shall execute a contract with the City of _____ that will be in substantial conformance with this RFP, Proposer's Proposal, the City of _____'s legal department and applicable Federal, State or Local law, rule or regulation.

SECTION 6: REVENUE PROPOSAL:

6.1 Submit a revenue proposal for the naming rights, a minimum annual sum of \$_____.

6.2 Submit a minimum annual sum to assist in the development of major _____ events: \$_____.

6.3 If proposing additional cash or marketing activities detail the structure of how those benefits would be allocated to the City.

6.4 Provide any other relevant information that will assist the City in evaluating your Proposal.

SECTION 7: PROPOSAL SUBMISSIONS:

7.1 In order for the City to conduct a uniform review process of all proposals, proposals must be submitted in the format set forth below. Failure to follow this format may be cause for rejection of a proposal because adherence to this format is critical for the City's evaluation process:

SECTION I:

Title Page - The title page should reflect the Request for Proposal subject, name of the proposer, address, telephone number and contact person.

Table of Contents - The Table of Contents must indicate the material included in the proposal by section and page number.

SECTION II:

Qualification / Experience - The Qualification / Experience section must address proposer's qualifications and experience to carry out the requested service, inclusive of, but not limited to: qualification to do business in _____, number of years in business and length of experience.

Resumes - Resumes of professional staff members who may be involved in the City engagement must be included in this section.

SECTION III:

References - The References section must include references from similar type projects.

SECTION IV:

Plan Implementation - The Plan Implementation Section must address the Scope of Services in terms of the proposer's plan to carry out the requested service.

SECTION V:

Revenue Proposal Section - The Revenue Proposal Section must include all revenue associated with the proposer's plan to carry out the requested service.

SECTION VI:

Mandatory Documentation - The Mandatory Documentation Section must include: Firm Name Information page; Dun & Bradstreet Report as required by the City.

SECTION 8: PROPOSAL EVALUATION:

The City of _____ reserves the right to award these contracts to the Proposer(s) who offers the best overall value to the City.

8.1 Proposals will remain valid until the execution of a contract by the City of _____, unless otherwise rejected consistent with this RFP.

8.2 Proposals received will be evaluated by a committee with representation from the City of _____ Comptroller's, Purchasing, Recreation and City Attorney's office based upon the following:

<i>CRITERIA</i>	<i>WEIGHT</i>
Total proposed compensation	50%
Proposer's demonstrated capabilities, financial solvency	20%
Ability of Proposer to assist in the expansion of the [insert facility name]'s revenue base, increase its profile, and make it a more successful enterprise	30%

8.3 Proposals will be examined and evaluated by the Committee identified above with the advice of Active Network to determine whether the requirements of this RFP are met and to make a recommendation to the _____ City Council for a contract award. Board approval of the contract award is required.

8.4 A notice of contract award shall not be binding upon the City until the contract has been fully executed by both parties.

SECTION 9: ALTERNATIVES:

9.1 Proposer may include in its Proposal items not specified in this RFP, which it would consider pertinent. All such alternatives must be listed separately from the Proposal and the benefits thereof must be separately stated.

SECTION 10: INDEMNIFICATION:

10.1 The successful Proposer shall indemnify and hold the Customer, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Customer, its officers, agents, and/or employees, arising from the negligence, active or passive, of Contractor, its officers, agents, subcontractors, and/or employees.

SECTION 11: SPECIFICATION CLARIFICATION:

11.1 All inquiries with respect to this Request for Proposals must be directed to the following:

Don Schulte
Active Network
101 Main Street, Suite 260
Huntington Beach, CA 92648
(714) 374-3330, ext 5011(Telephone)
Don.Schulte@activenetwork.com

11.2 All questions about the meaning or intent of the specifications must be submitted to the aforementioned designated person in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded as having received the proposal documents. Questions

received less than four (4) days prior to the date of submission of Proposals will not be answered. The City will be bound only by written responses given by formal written Addenda.

11.3 Other than the contact person identified in the Proposal, or their designee, prospective Proposers shall not approach City employees during the period of this RFP process about any matters related to this RFP or any proposals submitted pursuant thereto.

SECTION 12: MODIFICATION AND WITHDRAWAL OF PROPOSALS:

12.1 Proposals may be modified or withdrawn at any time prior to the opening of Proposals by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted.

12.2 If within twenty-four (24) hours after the Proposals are opened, any Proposer files a duly signed written notice with the City and promptly thereafter demonstrates to the reasonable satisfaction of the City that there was a material and substantial mistake in the preparation of its Proposal, that Proposer may withdraw its Proposal and the Proposal Security will be returned. Thereafter, that Proposer will be disqualified from making a further or additional proposal on the work contemplated by this RFP.

12.3 Each proposal shall state that it is a irrevocable offer for a period of ninety (90) days from the Proposal opening date. After expiration of the irrevocable offer period, if no contract award has been made, a Proposal may be withdrawn if the Proposer does so in writing directed to the City Purchasing Director, otherwise, Proposals remain in effect consistent with the terms of this RFP.

SECTION 13: PROPOSAL SECURITY:

13.1 No proposal security is requested for this Proposal.

SECTION 14: INSURANCE AND SECURITY REQUIREMENTS:

14.1 The successful Proposer will be required to procure and maintain at its own expense, insurance coverage that meets the coverage identified in the contract addendum

14.2 Each policy of insurance required shall be of form and content satisfactory to the City of _____ Attorney:

(a) The City of _____ shall be named as an additional insured on all liability policies. Proposal number must appear on insurance certificate.

(b) The policy shall not be changed or canceled until the expiration of thirty (30) days after written notice to the City of _____. It shall be automatically renewed upon expiration and continued in force unless the City of _____ is given at least thirty (30) days written notice to the contrary.

14.3 No work shall be commenced under the contract until the successful Proposer has delivered to the City Purchasing Director proof of issuance of all policies of insurance

required by the Contract to be procured by the successful Proposer. If at any time, any of said policies shall expire or become unsatisfactory to the City, the successful Proposer shall promptly obtain a new policy and submit proof of insurance of the same to the City for approval. Upon failure of the successful Proposer to furnish, deliver and maintain such insurance as above provided, the contract may, at the election of the City, be forthwith declared suspended, discontinued or terminated. Failure of the successful Proposer to procure and maintain any required insurance shall not relieve the successful Proposer from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the successful Proposer concerning indemnification.

INSTRUCTIONS TO RESPONDENTS

1. The response should be submitted following the outline format of the RFP (i.e. answer questions and submit requirements in the same order and under the same heading as the outline) or RFP will not be considered. RFP must be typed or printed in ink. Original autograph signatures in ink are required. Facsimile or rubber stamp signatures will not be accepted.

2. Late Proposals. Any responses received after the date and time prescribed will not be considered for contract award.

3. Emergency Closings. In the event the closing of certain City facilities and/or operations and/or services due to any flood, fire, fire drill, power failure, uncontrolled weather conditions or other cause beyond the City's control, only bids received in the Purchasing Department prior to the date and time or postmarked as of the date prescribed will be considered for contract award.

4. Any change in wording or interlineation by a respondent of the inquiry as published by City of _____ shall be reason to reject the proposal of such respondent, or in the event that such change in the RFP is not discovered prior to entering into a contract, to void any contract entered into pursuant to such RFP.

5. The City of _____ reserves the right to reject any and all responses, to accept either in whole or in part any one response or combination of responses, as may be provided in the RFP specifications, or to waive any informalities in responses. The City of _____ does not obligate itself to accept the lowest or any other proposal and has the right, within its sole and absolute discretion to reject any proposal.

6. For the purpose of determining which respondent is the lowest qualified responsible vendor, it shall be the obligation of all respondents to present information and documentation to the City of _____ to satisfy that the respondent possesses sufficient capital resources, skill, judgment and experience to perform the work or deliver the material, as per the RFP specifications.

FIRM NAME _____

ADDRESS _____

STATE _____ ZIP _____

AUTHORIZED
SIGNATURE _____

TITLE _____

DATE _____

To facilitate correct drawing and execution of contract, bidder shall supply full information concerning legal status:

FIRM NAME _____

ADDRESS OF PRINCIPAL OFFICE:

STREET _____

CITY _____ STATE _____

ZIP _____ AREA CODE _____ PHONE _____

Check one: CORPORATION _____ PARTNERSHIP _____ INDIVIDUAL _____

INCORPORATED UNDER THE LAWS OF THE STATE OF _____

If foreign corporation, state if authorized to do business in the State of _____:

YES _____ NO _____

TRADE NAMES: _____

ADDRESS OF LOCAL OFFICE:

STREET _____

CITY _____ STATE _____

ZIP _____ AREA CODE _____ PHONE _____

NAMES AND ADDRESSES OF PARTNERS:

_____	_____
_____	_____
_____	_____
_____	_____

APPENDIX A
INSURANCE REQUIREMENTS

APPENDIX B
ADDITIONAL SIGNAGE REQUIREMENTS

APPENDIX G
AGGREGATED DATA

- City of Lincoln Top 35 Largest Employers
- America's Top Green Corporations

City of Lincoln - Top 35 Largest Employers

Company	Number of Employees	Products-Services
>3000		
Lincoln Public Schools	5500	Public school district
University of Nebraska-Lincoln	5100	Postsecondary education
BryanLGH Health System	3100	Health care
2001 - 3000		
Saint Elizabeth Regional Medical Center	2500	Health Care
Nebraska Department of Roads	2115	
1501 - 2000		
Hy-Vee Food Stores	1900	Retail grocer
B & R Stores Inc.	1575	Retail grocer
1001 - 1500		
State Farm Insurance	1475	Insurance & financial services
Madonna Rehabilitation Hospital	1430	Rehabilitation hospital; wellness center
BNSF Railway	1300	Transportation
Kawasaki Motors Manufacturing USA	1260	Recreational & utility vehicles; industrial robots; light rail cars
Duncan Aviation	1250	General aviation service & sales; avionics inspection, installation & service
Ameritas Life Insurance Company	1121	Insurance, investments & banking
Nelnet Inc.	1100+	Student loan origination & processing; tuition and enrollment management
Molex Inc.	1068	Electronic components automotive, consumer & commercial applications
NEBCO Inc.	1000	Concrete, stone & steel products; real estate development
701 - 1000		
Dell Services	990	Policy administration & business processing services for the insurance industry
Nebraska Army & Air National Guard	954	Military operations
Southeast Community College	900	Postsecondary education
Tabitha Healthcare Inc.	850	Health care
Lincoln Benefit Life	834	Insurance & financial services
Fiserv	765	Computer software & e-commerce solutions for the financial services industry
Wal-Mart Stores Inc.	740	Retail discount stores
Verizon Wireless	720	Inbound customer support center
Novartis Consumer Health Inc.	710	Over-the-counter pharmaceuticals
451 - 700		
Crete Carrier Corporation	650	Long-haul trucking & transportation services
Veyance Technologies Inc./Goodyear	640	Power transmission products
Union Bank & Trust Company	638	Banking & financial services
Cooks Ham	600	Smoked ham & pork products
Nebraska Book Company	575	College bookstore operator; textbook distribution services; software development
Tenneco Automotive	560	Auto exhaust systems for the original equipment market including Harley Davidson
Pfizer Inc.	550	Veterinary pharmaceuticals & biologicals
Lincoln Industries	540	Custom & production plating, metal anodizing & hard coating
Nebraska Heart Institute	540	Thoracic & heart surgery; sleep clinic
Allied - Nationwide Insurance	500	Insurance & financial services

America's Top 100 Green Corporations

Rank	Company	Industry Sector	Green Score
1.	Hewlett-Packard	Technology	100
2.	Dell	Technology	98.87
3.	Johnson & Johnson	Pharmaceuticals	95.12
4.	Intel	Technology	95.12
5.	IBM	Technology	94.08
6.	State Street	Financial Services	93.62
7.	Nike	Consumer Products, Cars	93.28
8.	Bristol-Myers Squibb	Pharmaceuticals	92.62
9.	Applied Materials	Technology	91.79
10.	Starbucks	Media, Travel, Leisure	91.63
11.	Johnson Controls	Consumer Products, Cars	89.53
12.	Cisco Systems	Technology	88.59
13.	Wells Fargo	Banks and Insurance	88.53
14.	Sun Microsystems	Technology	88.11
15.	Sprint Nextel	Technology	88.06
16.	Adobe Systems	Technology	87.88
17.	Advanced Micro Devices	Technology	87.86
18.	Kohl's	Retail	86.78
19.	Allergan	Pharmaceuticals	86.73
20.	Staples	Retail	86.37
21.	Motorola	Technology	86.09
22.	McDonald's	Media, Travel, Leisure	86.06
23.	Texas Instruments	Technology	85.89
24.	Citigroup	Banks and Insurance	85.58

25.	Avon Products	Consumer Products, Cars	84.70
26.	Procter & Gamble	Consumer Products, Cars	84.51
27.	Estee Lauder	Consumer Products, Cars	84.40
28.	Xerox	Technology	84.12
29.	American Express	Financial Services	83.94
30.	ITT	General Industrials	83.82
31.	Microsoft	Technology	83.79
32.	Travelers	Banks and Insurance	83.74
33.	United Technologies	Transportation, Aerospace	83.72
34.	Walt Disney	Media, Travel, Leisure	83.51
35.	Baxter International	Health Care	83.35
36.	Coca-Cola Enterprises	Food and Beverage	83.26
37.	Agilent Technologies	Industrial Goods	83.24
38.	Gap	Retail	83.13
39.	Colgate-Palmolive	Consumer Products, Cars	83.09
40.	3M	General Industrials	82.85
41.	JPMorgan Chase	Banks and Insurance	82.82
42.	Marriott International	Media, Travel, Leisure	82.75
43.	Eaton	General Industrials	82.56
44.	J.C. Penney	Retail	82.44
45.	CB Richard Ellis Group	Financial Services	82.39
46.	Starwood Hotels & Resorts	Media, Travel, Leisure	82.26
47.	Pall	Industrial Goods	81.91
48.	First Solar	Industrial Goods	81.94
49.	Virgin Media	Technology	81.91
50.	Macy's	Retail	81.45

51.	AECOM Technology	Industrial Goods	81.44
52.	Unum Group	Banks and Insurance	81.30
53.	Northern Trust	Banks and Insurance	81.20
54.	Pfizer	Pharmaceuticals	81.11
55.	Autodesk	Technology	80.72
56.	Owens Corning	General Industrials	80.66
57.	Franklin Resources	Financial Services	80.60
58.	Coca-Cola	Food and Beverage	80.48
59.	Wal-Mart	Retail	80.38
60.	BNY Mellon	Financial Services	80.35
61.	Best Buy	Retail	80.33
62.	Hospira	Pharmaceuticals	80.28
63.	Brown-Forman	Food and Beverage	80.15
64.	McGraw-Hill	Media, Travel, Leisure	79.84
65.	Medtronic	Health Care	79.83
66.	PG&E	Utilities	79.77
67.	Whole Foods Market	Retail	79.73
68.	Allstate	Banks and Insurance	79.72
69.	Yahoo	Technology	79.55
70.	Limited Brands	Retail	79.54
71.	Capital One Financial	Financial Services	79.53
72.	Target	Retail	79.47
73.	Caterpillar	Industrial Goods	79.43
74.	EMC	Technology	79.35
75.	Accenture	Industrial Goods	79.23
76.	eBay	Retail	79.20

77.	Clorox	Consumer Products, Cars	79.15
78.	Whirlpool	Consumer Products, Cars	78.87
79.	Google	Technology	78.80
80.	Praxair	Basic Materials	78.78
81.	Wyndham Worldwide	Media, Travel, Leisure	78.69
82.	General Electric	General Industrials	78.67
83.	Becton Dickinson	Health Care	78.63
84.	U.S. Bancorp	Banks and Insurance	78.62
85.	United Parcel Service	Transportation, Aerospace	78.36
86.	Molson Coors Brewing	Food and Beverage	78.26
87.	Time Warner	Media, Travel, Leisure	78.24
88.	Abbott Laboratories	Pharmaceuticals	77.98
89.	Morgan Stanley	Financial Services	77.91
90.	H.J. Heinz	Food and Beverage	77.90
91.	Cummins	Industrial Goods	77.67
92.	Nalco Holding	Industrial Goods	77.50
93.	FedEx	Transportation, Aerospace	77.50
94.	Sonoco	General Industrials	77.50
95.	Eastman Chemical	Basic Materials	77.46
96.	General Mills	Food and Beverage	77.45
97.	Cooper Industries	Industrial Goods	77.44
98.	Tiffany	Retail	77.32
99.	Masco	General Industrials	77.17
100.	Marathon Oil	Oil and Gas	77.09