



## **NOTICE INVITING PROPOSALS**

Sealed proposals will be received at the office of the Purchasing Manager, City of Prescott, 201 South Cortez St., Prescott, Arizona, 86303, until 2:00 P.M. on Thursday, January 6, 2011, for the provision of BOAT RENTAL CONCESSION SERVICES FOR WILLOW, WATSON, AND GOLDWATER LAKES, and/or MOUNTAIN BICYCLE RENTAL SERVICES FOR WILLOW AND WATSON LAKES, as specified.

Any proposal received after 2:00 P.M. on the above stated date and time will be returned unopened. The City of Prescott reserves the right to accept or reject any and all proposals, or any part thereof, and waive any informalities deemed in the best interest of the City.

For documents, contact Purchasing Services, 216 S. Marina St., Ste. 202, Prescott, AZ 86303-3929, or visit [www.cityofprescott.net/business/bids](http://www.cityofprescott.net/business/bids)

The outside of the proposal envelope shall indicate the name and address of the proposer, shall be addressed to the Purchasing Manager, City of Prescott, 201 S. Cortez, Prescott, AZ 86303, and shall be marked: "Proposal: BOAT AND/OR BICYCLE RENTAL CONCESSION SERVICES."

## **City of Prescott Request for Proposals**

It is the intent of the City of Prescott to receive sealed proposals for the provision of BOAT RENTAL CONCESSION SERVICES FOR WILLOW, WATSON, AND GOLDWATER LAKES, and/or MOUNTAIN BICYCLE RENTAL SERVICES FOR WILLOW AND WATSON LAKES. Canoe and kayak rentals have been available at Goldwater and Watson Lakes through a concession contract that is expiring in December 2010.

The Successful Proposer will contract with the City to provide services that include exclusive rights for boat rentals at Willow, Watson, and Goldwater Lakes, and mountain bicycle rentals at Willow and Watson Lakes. **Depending on proposals received, boat and bicycle rentals may be contracted separately.** Proposals must include all locations listed above. For information about facilities, or to tour and inspect each location, contact Eric Smith, Special Projects Administrator, Parks, Recreation & Library Department at (928) 777-1590.

Concessionaire will operate boat rentals on all weekends during the busy season, generally April through October, and also some weekdays between the Memorial Day and Labor Day holiday weekends. Mountain bicycle rentals for the multi-use trails at Willow and Watson Lakes shall also be operated when daytime temperatures are compatible with and safe for bicycling. Concessionaire shall provide its own secure storage facilities for required inventory, and will also have the option to sell items needed by boaters and bicyclists (e.g. cold drinks, sunscreen, hats, etc). Percentages of revenues as determined through negotiations shall be paid monthly to the City of Prescott.

The City of Prescott reserves the right to contract other and additional concession services at designated special events to be determined by the Recreation Services Director.

The contract will be for a period of three years with option of renewing for three additional one-year periods. This contract agreement will be administered by the City of Prescott Parks, Recreation and Library Director or designee. All questions regarding the contract shall be referred to Parks, Recreation and Library Director. The request for renewal must be submitted within thirty (30) days before the termination of the contract, in writing, by the Concessionaire, and will become effective only upon the written consent of the Parks, Recreation and Library Director.

Criteria for evaluation of the responses shall include technical capabilities, knowledge of boating and bicycling safety, previous experience in rental operations, marketing experience, and comparative feasibilities of the approach or other elements where price is not the determining factor.

Negotiations following the opening of the proposals is not required if one or more of the initial proposals is fully satisfactory to those evaluating the proposals on behalf of and in the best interest of the City.

Award may be made by City Council based upon the content of the proposal as first submitted, without discussion with the proposer or changes of the content. The submittal by any or all proposers may be canceled or rejected in whole or in part, by the sole opinion of the City. The City's decision will be final.

### **Inquiries or Interpretation**

All inquiries concerning the RFP are to be directed in writing to:

Dawn Foster,  
[Dawn.foster@prescott-az.gov](mailto:Dawn.foster@prescott-az.gov) or  
Via fax 928-777-1241

If a Proposer is in any doubt as to the meaning of this Request for Proposals, a written request for interpretation may be submitted no later than ten (10) days prior to the opening date of the sealed proposal. The City will not be responsible for any explanation or interpretation other than those submitted in writing.

The Proposer is advised to read this RFP in its entirety. Failure to read and/or understand any portion of the RFP shall not be cause for waiver of any or all of the RFP.

### **Submittal of Response**

Three (3) signed copies of the Proposal shall be submitted to the Purchasing Manager, City of Prescott, 201 S. Cortez (P.O. Box 2059), Prescott, AZ 86301. Proposals shall be handled by the City in a manner as to prevent disclosure of the contents thereof to competing Proposers during the process of evaluation.

The Proposer will be responsible for all costs incurred in preparing a proposal or responding to this RFP. All materials and documents submitted in response to this RFP become the property of the City of Prescott and will not be returned.

### **Proposal Content**

The response to this RFP should be specific and complete in detail, address each item by the order given in the RFP and be prepared in a straight forward manner.

1. Provide a cover letter on your organization's stationery that expresses your intent to respond to the RFP. Describe in detail how you propose to provide requested concession services at each location.
2. Define the capability and experience of the organization to provide the desired services and list the names of contact persons with phone numbers and mailing addresses. Include a brief history of each person's experience.
3. Provide details of your plan to provide boat rental and/or bike rental services at the locations requested.

4. Describe your marketing strategy particular to the operation including anticipated growth. How do you plan to ensure a successful and profitable enterprise?
5. Provide a schedule, identified by location, of compensation to be paid to the City by Concessionaire for the privilege of providing exclusive concession services.
6. Provide any other information that may show your intent, desire, and experience to operate a business that would be profitable for your organization as well as meet the needs of the City of Prescott.

### **Certification of Proposal**

The proposal shall be certified with the signing of the cover letter by a representative of the organization authorized to bind the proposal and be identified by name, title, address and phone number.

### **Withdrawal**

Proposals may be withdrawn, altered, and/or resubmitted at any time prior to opening of the proposals as advertised. Proposals shall be valid, firm, in effect and not subject to withdrawal for a period of sixty (60) days after the stipulated date of receipt.

The City reserves the right to waive informalities and minor irregularities in proposals received and to accept the most responsible offer. The City reserves the right to accept or reject any or all of the proposals.

### **Indemnification and Hold Harmless Clause**

The Concessionaire hereby agrees to defend, indemnify and hold harmless the City, its departments and divisions, its employees and agents, from any and all claims, liabilities, expenses or lawsuits as a result of the Concessionaire's participation pursuant to this Agreement, whether said claims, liabilities, expenses or lawsuits arise by the acts or omissions of the undersigned or his/her agents. The Concessionaire further releases and discharges the City, its departments and divisions, its agents and employees, and any and all persons legally responsible for the acts or omissions of the City, from any and all claims which the Concessionaire has or may have against the City, its agents or employees, arising out of or in any way connected with the Concessionaire's activities as set forth below, other than those acts which occur due to the negligence of the City, its employees or agents

### **Insurance Requirements Boat Rental and/or Bicycle Rental Concessionaire**

The Concessionaire shall obtain and maintain in effect during the term of this Agreement a policy or policies of liability insurance with limits not less than those stated. The insurance requirements herein are minimum requirements for this contract,

and in no way limit the indemnity covenants contained in this contract.

### **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: **"The City of Prescott shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor "**.

### **2. Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: **"The City of Prescott shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor"**.

### **3. Worker's Compensation and Employers' Liability**

Workers' Compensation Statutory

Employers' Liability

Each Accident \$100,000

Disease – Each Employee \$100,000

Disease – Policy Limit \$500,000

- a. Policy shall contain a **waiver of subrogation** against the City of Prescott.