



**Request for Proposals  
for  
Boat Rental Concessions  
at  
City of Prescott Lakes**

**City of Prescott, Arizona**

**Prepared by: Recreation Services Department**

**Due Date: Thursday, September 10, 2015**

# **Request for Proposals for Boat Rental Concessions**

Sealed proposals will be received at the office of the City Clerk, City of Prescott, 201 South Cortez St., Prescott, Arizona, 86303, until 2:00 P.M. on Thursday, September 10, 2015, for the furnishing of BOAT RENTAL CONCESSION SERVICES FOR CITY OF PRESCOTT LAKES, as specified. All proposals will be opened at 2:00 P.M., on Thursday, September 10, at City Hall Council Chambers.

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.

Copies of the Notice Inviting Proposals, specifications and necessary information are available by contacting Eric Smith, Special Projects Administrator, City of Prescott – Recreation Services Department, 824 E. Gurley St., Prescott, AZ 86301, phone (928) 777-1590, [eric.smith@prescott-az.gov](mailto:eric.smith@prescott-az.gov).

The outside of the proposal envelope shall indicate the name and address of the proposer, shall be addressed to the City Clerk, City of Prescott, 201 S. Cortez, Prescott, AZ 86303, and shall be marked: "Proposal: BOAT RENTAL CONCESSION SERVICES FOR CITY OF PRESCOTT LAKES."

Eric Smith, Special Projects Administrator  
Published: 2T, August 23 & August 30, 2015

## **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 CITY OF PRESCOTT LAKES. Rental concessions are complimentary to the City's efforts to generate and collect parking revenues at these locations.

Canoe and kayak rentals have been available at Goldwater and Watson Lakes through an existing rental concession contract that may be renewed following this process. The desired concession services are not limited to canoes and kayaks, as rental items can include row boats, fishing boats with electric motors, mountain bicycles, discs for disc golf course, etc.

The Successful Proposer will contract with the City to provide services that generally include exclusive rights for boat rentals at Willow, Watson, and Goldwater Lakes. Successful Proposals must include all locations listed above. For information about facilities, or to tour and inspect each location, contact Eric Smith, Special Projects Administrator, Recreation Services Department at (928) 777-1590, or [eric.smith@prescott-az.gov](mailto:eric.smith@prescott-az.gov).

Concessionaire will operate boat rentals at Watson Lake on Fridays through Sundays, mid-April through mid-October, and at Goldwater Lake on Saturdays and Sundays from the Memorial Day Weekend to the Labor Day Holiday. The option to operate at Willow Lake will remain open should lake water conditions improve.

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. water, sunscreen, hats, etc., with City sales tax collected). Percentages of revenues as determined through negotiations shall be paid monthly during the rental season to the City of Prescott (e.g., percentages of monthly profits).

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 the option of renewing for (2) two additional one-year extensions. This contract agreement will be administered by the City of Prescott Recreation Services Director or designee. The City's form contract which will serve as the basis of the final Contract is attached hereto and the terms and conditions of said form contract are incorporated into this Request for Proposals. 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 Recreation Services Director. Any extension to this contract may be made administratively, without the need to go back to the City Council for approval.

Definite criteria for evaluation of the responses shall include technical capabilities, knowledge of boating and 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. The proposals will be evaluated by City staff. The City staff will then make recommendations to the City Council for the preferred Concessionaire.

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 proposals may be canceled or rejected in whole or in part, by the sole opinion of the City, with no liability to the City for any such cancellation or rejection. The City's decision will be final.

### **Inquiries or Interpretation**

All inquiries concerning the RFP are to be directed to:

Eric Smith, Special Projects Administrator  
City of Prescott – Recreation Services Department  
824 E. Gurley St.  
Prescott, AZ 86301  
(928) 777-1590  
eric.smith@prescott-az.gov

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 City Clerk, City of Prescott, 201 S. Cortez, Prescott, AZ 86303. 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 services at the locations requested, to include any other rentals and services.
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.

The Successful Proposer shall agree to 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 Successful Proposers' participation in the proposal whether said claims, liabilities, expenses or lawsuits arise by the acts or omission of the successful Proposer's subcontractors, their agents or employees. The successful proposer also recognizes that lake levels and water conditions can change at City of Prescott Lakes.

## **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.

## SAMPLE INSTRUCTOR-VENDOR CONTRACT

WHEREAS the City of Prescott (hereinafter referred to as "City") is in need of certain services associated with its \_\_\_\_\_ event/location..

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS HEREIN CONTAINED, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to the other, it is hereby agreed as follows:

1. That \_\_\_\_\_ (hereinafter referred to as "Instructor/Vendor") shall provide the activities/services on \_\_\_\_\_, to include the following:
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  -Instructor/Vendor shall also assist with advertising where available.
2. Instructor/Vendor shall be paid a deposit of \_\_\_\_\_ on or before \_\_\_\_\_ for above services, if applicable.
3. Payment /balance of \_\_\_\_\_ will be paid in full on \_\_\_\_\_, if applicable.
4. Any notices to be given by either party to the other must be in writing, and personally delivered or mailed by prepaid postage and certified mail, at the following addresses:

City of Prescott  
Recreation Service Department  
824 E. Gurley Street  
Prescott, AZ 86301

**-OR-**

City of Prescott  
Economic Initiatives/Tourism Office  
201 South Cortez Street  
Prescott, AZ 86303

And Instructor/Vendor:

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5. To the fullest extent permitted by law, the Instructor/Vendor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Instructor/Vendor, its employees, agents, or any tier of subcontractors in the performance of this Agreement, Instructor/Vendor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting there from, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Agreement including any employee of the Instructor/Vendor or any tier of subcontractors or any other person for whose acts, errors, mistakes, omissions, work or services the Instructor/Vendor may be legally liable.
  
6. The Instructor/Vendor shall obtain and maintain in effect during the term of this Agreement liability insurance policy(ies) with limits not less than those set forth in this Agreement. The amount and type of insurance coverage requirements set forth herein are the minimum requirements and will in no way be construed as limiting the scope of indemnity covenants contained in this Agreement.

The City in no way warrants that the minimum limits contained herein are sufficient to protect the Instructor/Vendor from liabilities that might arise out of the performance of the work under this Agreement by the Instructor/Vendor, his agents, representatives, employees, or subcontractors. Instructor/Vendor is free to purchase such additional insurance as may be determined necessary.

Additional Insurance Requirements: The policies shall include, or be endorsed to include, the following provisions:

- a. On insurance policies where the City of Prescott is named as an additional insured, the City of Prescott shall be an additional insured to the full limits of liability purchased by the Instructor/Vendor even if those limits of liability are in excess of those required by this Agreement.
  
- b. The Instructor/Vendor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

Notice of Cancellation: With the exception of a ten (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this Agreement in the insurance policies above shall require a thirty (30) day written notice.

Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise approved by the City of Prescott Risk Management Division.

Verification of Coverage: Instructor/Vendor shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by the City before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the Agreement. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Agreement shall be sent directly to the following:  
City of Prescott - Legal Department, Risk Management, 201 South Cortez Street,  
Prescott, AZ 86303

The City contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time.

City reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, City reserves the right, but not the obligation, to review and reject any insurer providing coverage due of its poor financial condition or failure to operating legally.

**Insurance Requirements** – Instructor/Vendor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a following form basis.

**a. 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

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 Instructor/Vendor."**

**b. Business Automobile Liability**

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

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

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 Instructor/Vendor, including automobiles owned, leased, hired or borrowed by the Instructor/Vendor".**

**c. 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

Policy shall contain a **waiver of subrogation** against the City of Prescott for losses arising from work performed by or on behalf of the Instructor/Vendor.

All insurance required pursuant to this Agreement must be written by an insurance company authorized to do business in the State of Arizona, to be evidenced by a Certificate of Authority as defined in A.R.S. 20-217.

Prior to commencing work under this Agreement, the Instructor/Vendor shall provide City with evidence that it is either a “self-insured employer” or a “carrier insured employer” for Workers’ Compensation as required by A.R.S. §23-901 et seq., or that it employs no persons subject to the requirement for such coverage.

7. It is agreed between the parties hereto that this written Contract contains all the covenants and agreements of the parties hereto and shall not be modified except by an instrument in writing signed by the parties hereto.
8. The parties hereto expressly covenant and agree that in the event of litigation arising from this Agreement, neither party shall be entitled to an award of attorney’s fees, either pursuant to the Contract, pursuant to ARS Section 12-341.01 (A) and (B), or pursuant to any other state or federal statute, court rule or common law.
9. The agreement shall be construed under the laws of the State of Arizona.
10. This Agreement represents the entire and integrated Agreement between the City and the Instructor/Vendor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Instructor/Vendor. Written and signed amendments shall automatically become part of the Agreement, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary.
11. In the event any provision of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.
12. No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing. No evidence of modification or waiver other than evidence of any such written notice, waiver or modification shall be introduced in any proceeding.
13. The covenants, conditions, terms and revenues contained hereinabove shall extend to and be binding upon the City, upon Instructor/Vendor, its heirs, personal representatives and assignees.

14. Pursuant to ARS § 38-511, the City of Prescott may cancel this Agreement, without penalty of further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the City of Prescott is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement. In the event of the foregoing, the City of Prescott further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating this contract, arising as a result of this Agreement.
15. This Agreement is the result of negotiations by and between the parties. Although it has been drafted by the Prescott City Attorney, it is the result of the negotiations between the parties. Therefore, any ambiguity in this Agreement is not to be construed against either party.
16. It is expressly agreed and understood by and between the parties that the Instructor/Vendor is being retained by the City as an independent contractor, and as such the Instructor/Vendor shall not become a City employee, and is not entitled to payment or compensation from the City or to any fringe benefits to which City employees are entitled, other than the compensation set forth herein. As an independent contractor, the Instructor/Vendor further acknowledges that he is solely responsible for payment of any and all income taxes, FICA, withholding, unemployment insurance, or other taxes due and owing any governmental entity whatsoever as a result of this agreement. As an independent contractor, the Instructor/Vendor further agrees that he will conduct himself in a manner consistent with such status, will hold himself in a manner consistent with such status, and that he will neither hold himself out nor claim to be an officer or employee of the City by reason thereof, and that he will not make any claim, demand or application to or for any right or privilege applicable to any officer or employee of the City, including but not limited to workmen's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.
17. The Instructor/Vendor, with regard to the work performed by it after award and during its performance of this Agreement, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of employees or subcontractors including the procurement of materials and leases of equipment. The Instructor/Vendor will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act on 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. §§12101-12213) and all applicable federal regulations under the Act, and Arizona Governor Executive Orders 99-4 and 2000-4, and 2009-09 as amended.
18. The parties hereto expressly covenant and agree that in the event of a dispute arising from this Agreement, each of the parties hereto waives any right to a trial by jury. In

the event of litigation, the parties hereby agree to submit to a trial before the Court. Each side shall bear its own costs and attorneys fees if any provision arising out of this Agreement is contested or attempted to be enforced through mediation, arbitration, or litigation in a legal tribunal or court of law.

19. Nothing in the Agreement shall be construed to make either party the legal representative or agent of the other party, nor shall either party have the right or authority to assume, create or incur any liability or any obligation of any kind, either expressed or implied, in the name of or on behalf of the other party. The relationship created by the Agreement shall be that of independent contractor, not joint venturer, agent, or business partners.
20. This Agreement is non-assignable by the Instructor/Vendor unless by subcontract, as approved in advance by the City.
21. The Instructor/Vendor understands and acknowledges the applicability to it of the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989.

Under the provisions of A.R.S. §41-4401, Instructor/Vendor hereby warrants to the City that the Instructor/Vendor and each of its subcontractors (“Subcontractors”) will comply with, and are contractually obligated to comply with all Federal Immigration laws and regulations that relate to their employees and A.R.S. §23-214(A) (hereinafter “Instructor/Vendor Immigration Warranty”).

A breach of the Instructor/Vendor Immigration Warranty shall constitute a material breach of this Agreement and shall subject the Instructor/Vendor to penalties up to and including termination of this Agreement at the sole discretion of the City.

The City retains the legal right to inspect the papers of any Instructor/Vendor or Subcontractors’ employee who works on this Agreement to ensure that the Instructor/Vendor or Subcontractor is complying with the Instructor/Vendor Immigration Warranty. Instructor/Vendor agrees to assist the City in regard to any such inspections.

The City may, at its sole discretion, conduct random verification of the employment records of the Instructor/Vendor and any of its Subcontractors to ensure compliance with the Instructor/Vendor’s Immigration Warranty. Instructor/Vendor agrees to assist the City in regard to any random verifications performed.

Neither the Instructor/Vendor nor any Subcontractor shall be deemed to have materially breached the Instructor/Vendor Immigration Warranty if the Instructor/Vendor or Subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214 Subsection A.

The provisions of this Article must be included in any contract the Instructor/Vendor enters into with any and all of its subcontractor who provide services under this Agreement or any subcontract. “Services” are defined as furnishing labor, time or effort in the State of Arizona by an Instructor/Vendor or subcontractor.

INSTRUCTOR/VENDOR:

CITY OF PRESCOTT, a Municipal Corporation

By \_\_\_\_\_

\_\_\_\_\_  
Department Director

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

Title: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Dana R. DeLong  
City Clerk

\_\_\_\_\_  
Jon M. Paladini  
City Attorney