

REQUEST FOR PROPOSAL

The City of Williams is seeking proposals from qualified proposers to provide basic services which encompass the development, management, operation, and maintenance of a zip line concession to be located on City property to be determined by the proposer. The concession would be “for profit” of which the selected proposer would charge the public for a fee for the services provided, from which a portion of revenue would be returned to the City in the form of a prearranged fee payment. The concession shall be for the summer season, approximately April thru November. The operation shall be temporary in nature and be fully removable at the end of the season with any disturbance to the site to be remediated by Contractor.

PROPOSAL PROCEDURES

SCHEDULE OF PROPOSAL

Issue RFP:	April 5, 2013
Proposals Due:	April 19, 2013

PREPARATION OF PROPOSAL

Three copies of each proposal should be submitted if submitted in hard copy. Digital copies will also be accepted. For ease of review, the proposals should follow the outline on page 6 of this Request for Proposals (RFP).

SUBMISSION OF PROPOSALS

The City will accept proposals until 12:00pm on April 19, 2013. Proposals shall be submitted by mail or email to:

If by Hard Copy:

City of Williams
City Managers Office
113 S. First Street
Williams, AZ 86046

If by Email:

bbuchanan@williamsaz.gov

It is the responsibility of all Respondents to examine this RFP carefully, understand the terms and conditions for providing the services listed and seek clarification in writing, of any item or requirement that may not be clear and respond completely. **FAILURE TO COMPLETE AND PROVIDE ANY OF THESE REQUIREMENTS MAY RESULT IN THE RESPONDENT’S PROPOSAL BEING DEEMED NON-RESPONSIVE AND HEREOFRE DISQUALIFIED FROM CONSIDERATION.**

The City is under no obligation to return proposals. Any unauthorized contact with any other official or employee in connection with this RFP is prohibited and shall be cause for disqualification of the proposer.

INQUIRIES

All question related to this RFP shall be directed to Brandon Buchanan, City Manager. All questions must be submitted in writing via email to bbuchanan@williamsaz.gov or facsimile transmission, (928) 635-4495. The City shall not be responsible for Respondents adjusting their proposal based on any oral instructions made by employees of the City regarding the RFP. All changes to the RFP shall be in the form of a written addendum, which shall be furnished to all Respondents who are listed with the City as having received the original RFP.

TIME AND LOCATION OF PROPOSER'S PRESENTATION

Selected proposers may be requested to provide in-person presentations. Those proposers will be notified to arrange specific times if necessary.

BID RESERVATIONS

The City reserves the right to:

- Reject any or all quotations or proposals received in response to this RFP.
- Request clarification from any proposer on any or all aspects of its quotation or proposal.
- Waive informalities contained in proposals, which are not consistent with law.
- Waive any minor defects in the proposal.
- Cancel and/or reissue this RFP at any time.
- Retain all quotations or proposals submitted in response to this RFP.

AWARD OF CONTRACT

The City intends to enter into contract with the selected proposer. The firm shall be required to enter into a written contract with the City. This RFP and the proposal, or any part thereof, may be incorporated into and made a part of the final contract. The City reserves the right to negotiate the terms and conditions of the contract with the selected proposer. That contract will be negotiated with the successful proposer.

CONTRACT TERM

It is the intent of the City to award the contract for a term expiring December 31, 2013. The contract may include the option to renew it for two (2) additional one (1) year periods at the sole discretion of the City.

CANCELLATION

If the services to be performed hereunder by the proposer are not performed in an acceptable manner to the City, the City may cancel this contract by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the City, and the City may rescind the cancellation if such action is in City's best interest. Notwithstanding the above provisions, the City may, upon the expiration of thirty (30) days written notice to the Contractor, terminate the agreement at will.

INSURANCE REQUIREMENTS

Any contract awarded will contain language similar to the following:

- A. The CONSULTANT agrees to procure and maintain in force during the term of this contract, at its own cost, the following coverages:
 1. Worker's Compensation Insurance as required by the Labor Code of the State of Arizona and Employers' Liability Insurance.
 2. Commercial General or Business Liability Insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000.00) each occurrence and TWO MILLION DOLLARS (\$2,000,000.000) general aggregate. The CITY shall be named as an additionally insured party.
 3. CONSULTANT shall procure and maintain the minimum insurance coverages listed herein. Such coverages shall be procured and maintained with forms and insurers acceptable to CITY, acceptable of which shall not be unreasonably withheld. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by the CONSULTANT pursuant this contract. In the case of any claims made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
 4. A Certificate of Insurance shall be completed by the CONSULTANT'S insurance agent(s) as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect, and shall be subject to review and approval by CITY. The Certificate

shall identify this contract and shall provide that the coverages afforded under the policies shall not be canceled, terminated or limits reduced until at least 30 days prior written notice has been given to CITY. The completed Certificate of Insurance shall be sent to:

City of Williams
113 S. First Street
Williams, AZ 86046
ATTN: City Clerk

5. Failure on the part of the CONSULTANT to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a Material Breach of Contract upon which CITY may immediately terminate this contract.
6. CITY reserves the right to request and receive a certified copy of any policy and any pertinent endorsement thereto. CONSULTANT agrees to execute any and all documents necessary to allow Williams access to any and all insurance policies and endorsements pertaining to this particular job.

ASSIGNMENT OF CONTRACT

The proposer shall not assign or subcontract any portion of the Contract without the express written consent of the City. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that the City shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of the City.

ABILITY TO MEET OBLIGATIONS

By submitting a proposal, the proposer affirms that there are no actions, suits or proceedings of any kind pending against proposer or, to the knowledge of the proposer, threatened against proposer before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of proposer to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

UNDUE INFLUENCE

By submitting a proposal, the proposer declares and warrants that no undue influence or pressure is or has been used against or in concert with any officer or employee of the City in connection with award or terms of the Contract that

will be executed as a result of this RFP, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City will receive compensation, directly or indirectly, from the proposer, or from any officer, employee or agent of the proposer, in connection with award of the contract or any work to be conducted as a result of this RFP. Violation of this section shall be a material breach of the Contract entitling the City to any and all remedies by law or in equity.

NON-DISCRIMINATION

The City maintains various policies related to contractual service providers. Among these is an anti-discrimination policy, which requires that our contractors not discriminate in hiring on the basis of gender, race, religion, sexual orientation, or medical condition. Upon acceptance of a proposal, the City any request the selected proposer sign a statement affirming their compliance with this policy.

COMPLIANCE

By submitting a proposal, the proposer warrants that both in submission of its proposal and performance of any resultant purchase order or contract, proposer will comply with all applicable Federal, state, local and City laws, regulations, rules, or ordinances.

INCURRED EXPENSES

The proposer, by submitting a proposal, agree that any cost incurred by responding to this RFP, or in support of activities associated with this RFP, shall be born by the proposer and may not be billed to the City. The City will incur no obligation of liability whatsoever to anyone resulting from issuance of, or activities pertaining to this RFP.

AGREEMENT TO TERMS

By submitting a proposal, the proposer agrees that they understand all terms and provisions set forth in this RFP and to abide by all terms and provisions set forth in this RFP.

INFORMATION REQUESTED

Three copies of each proposal are required. Proposals should be prepared in the following format:

1. **Profile of proposing company**– A detailed profile of firm’s experience and qualifications
2. **Plans and specifications for setup**- a detailed drawing of the location that is proposed, how the zipline will be setup on the location, and plans/illustrations of the proposed zipline. Of critical importance is how the proposer will make the zipline “compatible” with the unique character of Williams.
3. **Revenue Proposal**- outline the revenue agreement you are willing to offer the City in exchange of use of the property for the season
4. **Provide details on following topics**- provide details for each of the following:
 - a. Who owns zipline
 - b. Who will operate zipline
 - c. Who will be responsible for necessary site improvements including costs (namely electricity)
 - d. Timing of operations. This includes how soon you propose beginning operations and hours of operation during the season
 - e. Any signage that is planned