



**Request for Proposals**  
**For**  
**Boat Rental Concessions**

**MAYOR AND COUNCIL:**

Phil Goode, Mayor  
Connie Cantelme, Council Member  
Lois Fruhwirth, Council Member  
Ted Gambogi, Council Member  
Brandon Montoya, Council Member  
Eric Moore, Council Member  
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**CITY CLERK:**

Sarah M. Siep

**PARKS AND RECREATION DIRECTOR:**

Joe Baynes

## **Request for Proposals**

### **Boat Rental Concessions**

DESCRIPTION: The City of Prescott Recreation Services is seeking bids to establish a multi-year contract for an experienced independent Concessionaire to provide boat rental services to the City lakes during the summer season per the specifications/scope of work and the terms and conditions of the contract.

MANDATORY PRE-PROPOSAL CONFERENCE: February 19, 2025, at 9:00a.m., Grace Sparkes Memorial Activity Center, Flagstone Room.

BID OPENING: Thursday, March 6, 2025, at 2:00p.m. **City Council Chambers 201 N. Montezuma Street, 3<sup>rd</sup> floor, Prescott, Arizona 86301**

In accordance with local and State law, sealed bids will be received by the **Office of the City Clerk at 201 N. Montezuma Street, Suite 302, Prescott, Arizona 86301**, until 2:00p.m. on the date specified above, for the services specified herein. Bids will be opened and read aloud at the above noted date, time, and location. Any bid received at or after 2:00p.m. on the referenced date will be returned unopened.

The City of Prescott reserves the right to accept or reject any or all bids, and/or some or all of the alternates bid, and waive any informality deemed in the best interest of the City and to reject the bids of any persons who have been delinquent or unfaithful in any contract with the City.

This solicitation, full submittal information and any addenda are available free of charge on the City's website at <https://prescott-az.gov/budget-and-finance/purchasing/>.

PUBLISH: February 9 and 16, 2025

# Request for Proposals Boat Rental Concessions

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## **I. GENERAL INFORMATION**

The City of Prescott Recreation Services is seeking bids to establish a multi-year contract for an experienced independent Concessionaire to provide boat rental services to the City lakes during the summer season per the Scope of Work and Specifications and the terms and conditions of the contract.

This document is an RFP, as such; the highest revenue proposed will not guarantee an award recommendation. Sealed Proposals will be evaluated based upon criteria formulated around the most important features of the services, and the revenue may not be the determinative factor in the issuance of a Contract award. The City will review all proposals received and utilize its best judgement in selecting a qualified Concessionaire. The City reserves the right to select, and subsequently recommend, for award, the proposed services which best meet its requirements and quality.

A Concessionaire may bid on the boat rental services for one or both City lakes, Goldwater and Watson Lakes. One contract will be awarded per vendor, per exclusive location.

### **A. DESCRIPTION OF WORK**

The purpose of this concession is to provide high-quality boat rental services at Goldwater and Watson Lakes to enhance recreational opportunities for visitors. The selected concessionaire will operate, maintain, and promote boat rentals in a safe, environmentally responsible, and customer-focused manner, in alignment with the policies and goals of the City of Prescott. This agreement aims to ensure visitors have safe and accessible options for experiencing the lake while contributing to the upkeep of public facilities.

### **B. SCOPE OF WORK AND SPECIFICATIONS**

The Concessionaire will operate boat rentals services at City lakes to include Goldwater and Watson Lakes. Additional rental days shall be added when large groups contact the Concessionaire in advance, and when weekday visitation numbers warrant opening the operation.

Concessionaire will operate weekend and holiday boat rentals at Goldwater and Watson Lakes when lake levels and weather permits.

Concessionaire agrees that boating safety and associated orientations are of the highest priority. Concessionaire shall also maintain all equipment to ensure it is in good working condition at all times.

Concessionaire will at all times maintain the facilities in a neat, clean and sanitary condition, and shall at all times meet the standards of the state and County Departments of health, and all Federal, State, and City codes, rules and regulations.

The City shall allow the Concessionaire to place banners (e.g. subject to approval of design and location by Director and/or Deputy Director of Recreation Services) to increase the awareness of boat rental services. The City shall also feature the concession on the City of Prescott Recreation Services website with an associated link to the City's tourism website and social media accounts.

Any improvements made to the boat rentals area shall be in writing and approved by the City.

## **1. Boat Rentals**

The concessionaire shall provide a variety of boats for rental, including but not limited to:

- Non-motorized vessels such as kayaks, canoes, stand up paddle boards, and rowboats.

All boats must be well-maintained, clean, and safe for customer use. The Concessionaire shall ensure a sufficient number of boats to meet public demand while managing lake usage to maintain a safe environment.

## **2. Safety Equipment and Protocols**

- Each rental must include personal flotation devices (PFDs) that comply with safety regulations, fitted to individual renters as needed.
- Safety instructions shall be provided to each renter, including basic handling and emergency procedures.
- Staff must be trained in basic first aid and water rescue techniques and must conduct safety checks on equipment regularly.

## **3. Customer Service and Operations**

- The Concessionaire will establish and staff a rental kiosk, booth, or facility to manage reservations, rentals, and customer inquiries.
- A clear pricing structure, rental procedures, and terms of service must be visibly displayed and easily accessible to customers.
- The Concessionaire is required to be open and staffed, at a minimum, during peak hours, weekends, and public holidays as agreed upon in the contract and may choose to temporarily suspend operations during the off-peak season.
- Throughout the term of the contract, Concessionaire must cooperate with the City if asked to close or limit operational hours due to emergencies, special events, or other unanticipated eventualities and to accommodate any activity by the City.

## **4. Maintenance and Upkeep**

- The concessionaire is responsible for regular maintenance of all boats and equipment, ensuring they remain in safe operating condition. This includes cleaning, minor repairs, and replacement of worn parts.
- The concessionaire will also maintain the rental facility area, keeping it clean and presentable, and will ensure compliance with environmental standards for waste disposal and shoreline management.
- Notifications regarding any on-site incidents must be submitted to the City of Prescott Recreation Services Director or Recreation Services Deputy Director.

## **5. Environmental Responsibility**

- The concessionaire will implement environmentally responsible practices, including waste reduction, recycling programs, and compliance with all water conservation measures.
- Staff will educate customers on best practices to minimize environmental impact, such as respecting wildlife, staying in designated areas, and adhering to lake regulations.

## **6. Marketing and Promotion**

- The concessionaire will actively promote the boat rental service to attract visitors, which may include digital marketing, partnerships with local organizations, and participation in community events.
- Special events, such as group outings or educational tours, can be offered to enhance community engagement and encourage lake usage.

## **7. Reporting and Compliance**

- The concessionaire shall provide monthly financial and operational reports, including rental volumes, customer feedback, incident reports, and maintenance logs.
- A concession fee of 10% of gross revenue from all rentals will be paid monthly to the City of Prescott.
- The concessionaire will comply with all Local, State, and Federal regulations relevant to the concession operation.

## **8. Performance Standards**

The concessionaire will adhere to the following standards:

- Ensure that all boats and equipment meet safety requirements and are available to customers in high-quality condition.
- Maintain responsive, professional, and courteous customer service.
- Adhere to all health, safety, and environmental regulations applicable to the concession.
- Maintain accurate financial records and submit timely reports as specified.

## **C. MANDATORY PRE-PROPOSAL CONFERENCE**

The pre-proposal conference is mandatory for potential proposers. Proposals will only be accepted from firms in attendance as established on the sign-in sheet.

Anything discussed, or not discussed, in the meeting shall not change the requirements of the bid documents. Any changes to the bid documents shall be in writing. The minutes of this pre-bid conference will be distributed to all attendees. The minutes shall not be considered part of any addendum and shall not be considered part of the contract documents for the project.

The mandatory pre-proposal conference will be held on February 19, 2025, at 9:00a.m. at this location:

**City of Prescott  
Grace Sparkes Memorial Activity Center  
Flagstone Room  
824 E. Gurley Street  
Prescott, AZ 86301**

**D. PROPOSED PROJECT SCHEDULE**

Project milestones are estimated to be as follows:

- |                                   |                         |
|-----------------------------------|-------------------------|
| • Request for Proposal Advertised | February 9 and 16, 2025 |
| • Mandatory Pre-Bid               | February 19, 2025       |
| • Proposal Due Date/Opening       | March 6, 2025           |
| • Award of Contract               | April 2025              |

All milestones are the earliest dates for planning purposes only and should not represent any contractual commitment whatsoever on the part of the City.

**E. REQUESTS FOR INFORMATION**

Bidders who desire clarification of the procurement terms, selection criteria or submittal requirements shall restrict their inquiries to written communications only. All communications (other than delivery of the proposal as defined below) shall be addressed to the City project representative at the following:

Jaimie Sventek  
Contracts Coordinator  
City of Prescott – Purchasing  
contracts@prescott-az.gov

Requests for information must be received **prior to 5:00p.m. on Tuesday, February 25, 2025**. Responses, or addenda as required, will be issued **no later than 12:00p.m. (noon) on Monday, March 3, 2025**. Receipt of addenda must be acknowledged on the required form in the firm's submission. It is the submitter's sole responsibility to check the City's website for periodic updates or addenda.

**II. SUBMITTAL REQUIREMENTS**

Service Provider shall possess the qualifications and Arizona licenses as required by law. Responses to this Request must be in the form of a proposal, as outlined in this document. The City assumes no liability for the cost of preparing a response to this Request.

Any deviations from the provisions of this Request which are desired by the Offeror shall be specifically noted in the proposal submitted.

**A. PROPOSAL REQUIREMENTS**

Proposals shall be submitted as **one (1) original with one (1) flash drive** and must conform to this Request. The proposal shall include the following:

- Form A – Solicitation Response Cover Sheet
- Form B – Price Sheet

- Form C – Bid Certification
- Form D – Non-Collusion Certificate
- Form E – Certificate of Ownership
- Form F – Bidder Qualifications, Representations and Warranties
- Form G – Subcontractor's List \*\*if applicable\*\*

## **B. INSTRUCTIONS FOR SUBMITTAL FORMS**

- **Form A – Solicitation Response Cover Sheet**

Bidder shall complete, sign, and submit Form A as the first page of the bid package. Attach extra pages and information on your company's letterhead to not exceed 10 additional pages.

- Individual/Company Background and Qualifications: Describe in detail how your company proposes to conduct a boat rental concession.
  - Previous boat rental concessions managed, number of years in operation, and a list of similar operations in other areas.
- Describe the firm's financial condition. In addition, cost control procedures and tracking of records in meeting budgets is required. Provide the last three (3) years of financial statements. May be substituted with the last three (3) years of tax returns. Significant weight will be given to such financial information in the selection process. (The financial statements and/or tax returns shall be excluded from the total page count.)
- Describe the services, hours of operation, capabilities, and advantages; e.g. current workload, available staff, resources including a detailed inventory list, capacity, and flexibility to manage a boat concession.
- A Marketing Plan: Describe your marketing strategy particularly to the boat rental concessions, specifically to reflect positively on the City of Prescott. How do you plan to ensure successful boat rental concessions?

- **Form B – Price Sheet**

The bidder shall certify that its bid will be valid for 90 days after submission. Bidders may be asked to extend this certification. Bidder shall complete, sign, and submit Form B.

- **Form C – Bid Certification**

Bidder shall complete, sign, and submit Form C.

- **Form D – Non-Collusion Certificate**

Bidder shall complete, sign, and submit Form D.

- **Form E – Certificate of Ownership**

Bidder shall complete, sign, and submit Form E completely and accurately stating the names and addresses of all persons, firms, corporations, partnerships, or other associations having any direct or indirect financial interest in the Bidder's business and the nature and extent of each such interest.



- **Form F – Bidder Qualifications, Representations and Warranties**

The City shall consider awarding agreements only to responsible Bidders. Responsible Bidders are those that have, in the sole judgment of the City, the financial ability, character, reputation, resources, skills, capability, reliability, and business integrity necessary to fulfil the requirements of the agreement. In determination of responsibility, the City may consider all information available to the City, whether specifically provided by the Bidder in response to this solicitation or other information otherwise available to the City in evaluating the responsibility of the Bidder. Such information may include, but is not limited to, experience and history of the City with current and/or prior contracts held by the Bidder with the City or with other agencies, references provided by the Bidder to the City, information provided by the Bidder as part of the solicitation responses, and information not specifically provided by the Bidder but is otherwise available to the City and has merit in consideration of responsibility, in the opinion of the City. The evaluation of responsibility shall be determined by the City and shall be in the sole opinion of the City. Such an evaluation by the City shall be final and not subject to appeal. Furthermore, no agreement will be awarded to a Bidder if any owner of such Bidder has been convicted within the past ten years of a crime involving dishonesty or false statements, or if the Bidder has unsatisfied tax or judgment liens.

The Bidder shall provide two (2) references, a subcontractors list (if applicable) and certify there are no unsatisfied tax liens or judgments on record. Bidder shall complete, sign, and submit Form F.

**C. DISCLOSURE**

Identify any public or private disciplinary actions against your firm or individuals within your firm that occurred within the past five (5) years and would be relevant to this contract. This includes action by professional organizations or oversight committees.

Report any significant material litigation information that would be relevant to this contract.

Disclose any investigation (involving your firm or individuals) conducted in the past five (5) years of any federal or state regulatory agency that might have an impact on this contract.

**D. PROPRIETARY INFORMATION**

All materials submitted in response to the solicitation, including samples, shall become the property of the City and are therefore subject to public release, upon request, after the Contract award. Firms shall clearly mark any proprietary information contained in its submittal with the words "Proprietary Information". Firms shall not mark any Solicitation Form as proprietary. Marking all or nearly all of a submittal as proprietary may result in rejection of the submittal.

Firms should be aware that the City is required by law to make its records available for public inspection. All firms, by submission of materials marked proprietary, acknowledge, and agree that the City will have no obligation to advocate for non-disclosure in any form nor will the City assume any liability to the firms in the event that the City must legally disclose these materials.

#### **E. DELIVERY OF SUBMITTALS**

Sealed proposals will be received **before 2:00p.m. on Thursday, March 6, 2025**, at the **City Clerk's Office, 201 N. Montezuma Street, Suite 302, Prescott, Arizona 86301**, at which time all submittals will be publicly opened.

Any submittals received at or after 2:00p.m. on the above-stated date will be returned unopened. Firms are solely responsible for the delivery of their submittals to the above location by the time and date specified. The City is not responsible for lateness of mail, carrier, etc. The city will not accept delivery of the bid to any other city locations. The time and date stamp in the City Clerk's Office shall be the official time of receipt. Electronic or facsimile submittals will not be considered. Modifications to submittals will not be considered after the 2:00p.m. deadline.

The outside of the submittal envelope shall indicate the name and address of the Respondent; shall be addressed to the City Clerk, City of Prescott, at the above address; and shall be clearly marked:

**Request for Proposals:  
BOAT RENTAL CONCESSIONS  
Due before 2:00p.m. on March 6, 2025**

#### **III. EVALUATION CRITERIA**

The sole purpose of the proposal evaluation process is to determine which solution best meets the City of Prescott's needs. The evaluation process is not meant to imply that one proposer is superior to any other, but rather that the selected proposer can provide the best solution for Prescott's current and future needs based on the information available and Prescott's best efforts of determination.

The proposal evaluation criteria should be viewed as standards that measure how well a proposer's approach meets the desired requirements and needs of the City of Prescott. While the City intends to evaluate the proposals against all of the following criteria, the City reserves the right to determine the suitability of proposals on the basis of any or all of these criteria or other criteria not included in the list below.

The following selection criteria will be used to evaluate the proposer responses to the RFP. A percentage is assigned to each criterion thereby providing a weight to the importance of the criteria in the overall selection.

<b>Evaluation Criteria</b>	<b>Weight Percentage</b>
Concessionaire's Proposed Daily Operations and Hours of Operation	30
Concessionaire's Prior Experience, Reputation, and Capability	25
Concessionaire's Detailed Inventory List	20
Concessionaire's Customer Service and Support	15
Concessionaire's Marketing Strategy	10
<b>Total (not to exceed 100%)</b>	<b>100%</b>

**A. ORAL INTERVIEWS**

In the event that a Service Provider cannot be selected based solely on the Proposals submitted, up to three (3) Service Providers may be selected for oral interviews. The selected Service Providers will be invited to participate in discussions with the Selection Committee on a future date and awarded points based upon the criteria as outlined below. Service Providers may be given additional information for these oral interviews.

<b>Oral Interview Evaluation Criteria</b>	<b>Weight Percentage</b>
Experience and Qualifications of the Service Provider	40
Key Positions	20
Project Approach	40
<b>Total</b> (not to exceed 100%)	<b>100%</b>

**IV. CONTRACT NEGOTIATION AND AWARD**

To qualify the proposal must be submitted on time and materially satisfy all requirements identified in this Request. If, in the judgment of the City, a proposal does not conform to the format specified herein, or if any section is absent or significantly incomplete, the City reserves the right to reject the submittal.

**A. OVERVIEW**

Approval of the City Council will be required for the award of a contract(s) for performance of the services described herein.

The City reserves the right to cancel this Request, reject in whole or in part any and all submittals, waive or decline to waive irregularities in any submittals, or determine not to enter into contract as specified if determined by the City to be in the City's best interests.

**B. AWARD OF CONTRACT**

The selected Service Providers will be required to execute and meet the terms of the City's standard Service Provider Agreement, including insurance requirements, in a form acceptable to the City Attorney. Approval of the City Council will be required for award of a contract for performance of the services described herein and as may additionally be developed during negotiations. Any contract award submitted to the City Council for consideration is not binding on the City until after approval by the City Council and full execution of the contract documents by both parties. The City may request a bond for \$10,000.00 as a security deposit when awarding the agreement.

**C. BASIC INSURANCE REQUIREMENTS**

The Service Provider shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Service Provider, his agents, representatives, employees, or subcontractors.

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

The City in no way warrants that the minimum limits contained herein are sufficient to protect the Service Provider from liabilities that might arise out of the performance of the work under this Contract by the Service Provider, his agents, representatives, employees, or subcontractors. Service Provider 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:

1. 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 Service Provider even if those limits of liability are in excess of those required by this Contract.

**Additional Insured:  
City of Prescott  
201 N. Montezuma Street  
Prescott, AZ 86301**

2. The Service Provider's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

All certificates required by this Contract shall be emailed directly to [coi@prescott-az.gov](mailto:coi@prescott-az.gov). 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 Contract at any time. Any Renewal of insurance certificates with endorsements will need to be emailed to the above emails at least two weeks prior to expiration.

**Notice of Cancellation:** With the exception of a ten (10) day notice of cancellation for non-payment of premium, any changes to material to compliance with this contract in the insurance policies above shall require thirty (30) days 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:** Service Provider shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. 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 Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the contract. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

**Insurance Limit Requirements –** Service Provider 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.

Commercial General Liability – Occurrence Form:

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

- General Aggregate \$ 2,000,000
- Products – Completed Operations Aggregate \$ 1,000,000 (if applicable)
- Personal and Advertising Injury \$ 1,000,000 (if applicable)
- Each Occurrence \$ 1,000,000
- Fire Legal Liability (Damage to Rented Premises) \$ 100,000 (if applicable)

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 Service Provider”.

Business Automobile Liability: Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

- 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 Service Provider”.

Worker’s Compensation and Employer’s Liability:

- |                             |             |
|-----------------------------|-------------|
| Workers’ Compensation       | Statutory   |
| Employer’s Liability        |             |
| • Each Accident -           | \$1,000,000 |
| • Disease – each employee - | \$1,000,000 |
| • Disease – policy limit -  | \$1,000,000 |

The policy shall contain a waiver of subrogation against the City of Prescott for losses arising from work performed by or on behalf of the Service Provider.

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 ARS Section 20-217, a copy of which certificate is to be attached to each applicable bond or binder.

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

**V. TERM OF CONTRACT**

The initial term of the contract shall be for a period of three (3) years, starting upon a fully executed contract. The contract may be extended for an additional one (1) year period up to a total of two (2) additional years, with the mutual consent of the City of Prescott and Service Provider. If renewal results in changes of the terms or conditions, such changes

shall be in writing as an amendment to the contract and such amendment shall not become effective until fully executed by both parties.

**VI. TERMINATION OF CONTRACT**

The City reserves the right to terminate any part of or the entirety of any contract that may result from this proposal, without cause and at any time with thirty (30) calendar days' written notice. In such a case, the consultant shall be paid for services rendered through the date of the termination notice, and the results of all such work through that date shall become the property of the City.

**VII. PROTEST POLICY**

Any protest against the solicitation or award must be filed with the City Clerk's Office by 4:00p.m. up to ten (10) days after award. All such protests shall be in writing and contain the following: 1) Name, address, email address and telephone number of the interested party; 2) Signature of the interested party or its representative; 3) Identification of the purchasing department and Project name; 4) Detailed statement of the legal and factual grounds for protest including copies of relevant documents; and 5) Form of relief requested. Protesting parties must demonstrate as part of their protest that they made every reasonable effort within the schedule and procedures of this solicitation to resolve the basis or bases of their protest during the solicitation process, including asking questions, seeking clarifications, requesting addenda, and otherwise alerting the City to perceived problems so that corrective action could be taken prior to the selection of the successful firms. The City will not consider any protest based on items which could have been or should have been raised prior to the deadline for submitting questions or requesting addenda. The filing of a protest shall not prevent the City from executing an agreement with any other proposer.

**VIII. STANDARD INFORMATION**

- A.** In case of default by the bidder, the City of Prescott may procure the items or service from other sources and may deduct from any monies due or that may thereafter become due to the bidder the difference between the price named in the contract or purchase order and the actual cost thereof to the City of Prescott. Prices paid by the City shall be considered the prevailing market price at the time such purchase is made. Periods of performance may be extended if the facts as to the cause of delay justify such extension in the opinion of the Purchasing Division.
- B.** 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. Neither party shall be entitled to an award of attorneys' fees, either pursuant to the Contract or any other state or federal statute.
- C.** Brand names are only used for reference to indicate character or quality desired unless otherwise indicated.
- D.** 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. The Service Provider further agrees that this provision shall be contained in all subcontracts related to the project, which is the subject of this Agreement.

- E.** 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 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, case law or common law. The Service Provider further agrees that this provision shall be contained in all subcontracts related to the project that is the subject of this Agreement.
- F.** In the event of default, neither party shall be liable for incidental, special, or consequential damages.
- G.** This Agreement is non-assignable by the Service Provider unless by subcontract, as approved in advance by the City.
- H.** This Agreement shall be construed under the laws of the State of Arizona.
- I.** This Agreement represents the entire and integrated Agreement between the City and the Service Provider 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 Service Provider. 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.
- J.** 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.
- K. INDEMNIFICATION:** To the fullest extent permitted by law, the Service Provider 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 Service Provider, its employees, agents, or any tier of subcontractors in the performance of this Contract, Service Provider's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees that 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 therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Agreement including any employee of the Service Provider or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Service Provider may be legally liable.
- L.** 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.

**M. Professional Immigration Warranty (if applicable)**

Service Provider understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: The Service Provider must also comply with A.R.S. § 34-301, “Employment of Aliens on Public Works Prohibited”, and A.R.S. § 34-302, as amended, “Residence Requirements for Employees”.

Under the provisions of A.R.S. § 41-4401, Service Provider hereby warrants to the City that the Service Provider 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 “Professional Immigration Warranty”).

A breach of the Professional Immigration Warranty shall constitute a material breach of this Contract and shall subject the Service Provider to penalties up to and including termination of this Contract at the sole discretion of the City.

The City retains the legal right to inspect the papers of any Service Provider or Subcontractors employee who works on this Contract to ensure that the Service Provider or Subcontractor is complying with the Professional Immigration Warranty. The contractor 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 Service Provider and any of subcontractors to ensure compliance with Professional’s Immigration Warranty. The Service Provider agrees to assist the City in regard to any random verification performed.

Neither the Service Provider nor any Subcontractor shall be deemed to have materially breached the Professional Immigration Warranty if the Service Provider or Subcontractor establishes that it has complied with 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 Service Provider enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. “Services” are defined as furnishing labor, time or effort in the State of Arizona by a Contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

**N. Israel:** Service Provider certifies that it is not currently engaged in and agrees for the duration of this Agreement that it will not engage in a “boycott,” as that term is defined in Ariz. Rev. Stat. § 35-393, of Israel.

**O. Force Labor of Ethnic Uyghurs Certification:** Pursuant to A.R.S. § 35- 394, Service Provider certifies that the firm does not currently, and agrees for the duration of the contract that it will not, use:

1. The forced labor of ethnic Uyghurs in the People’s Republic of China
2. Any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China; and



3. Any Service Providers subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

If the Service Provider becomes aware during the term of the Contract that the company is not in compliance with the written certification, the Service Provider shall notify the City of Prescott within five business days after becoming aware of the noncompliance. If the Service Provider does not provide City of Prescott with a written certification that the Service Provider has remedied the noncompliance within 180 days after notifying the City of Prescott of the noncompliance, this Contract terminates, except that if the Contract termination date occurs before the end of the remedy period, the Contract terminates on the Contract termination date.

**P. Contracting with small and minority firms, women's business enterprise and labor surplus area firms:**

1. The Company will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
2. Affirmative steps shall include:
  - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
  - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
  - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises.
  - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.
  - e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

**Q. In the event of a discrepancy between this Agreement and other documents incorporated into this Agreement this Agreement shall control over such other incorporated documents.**

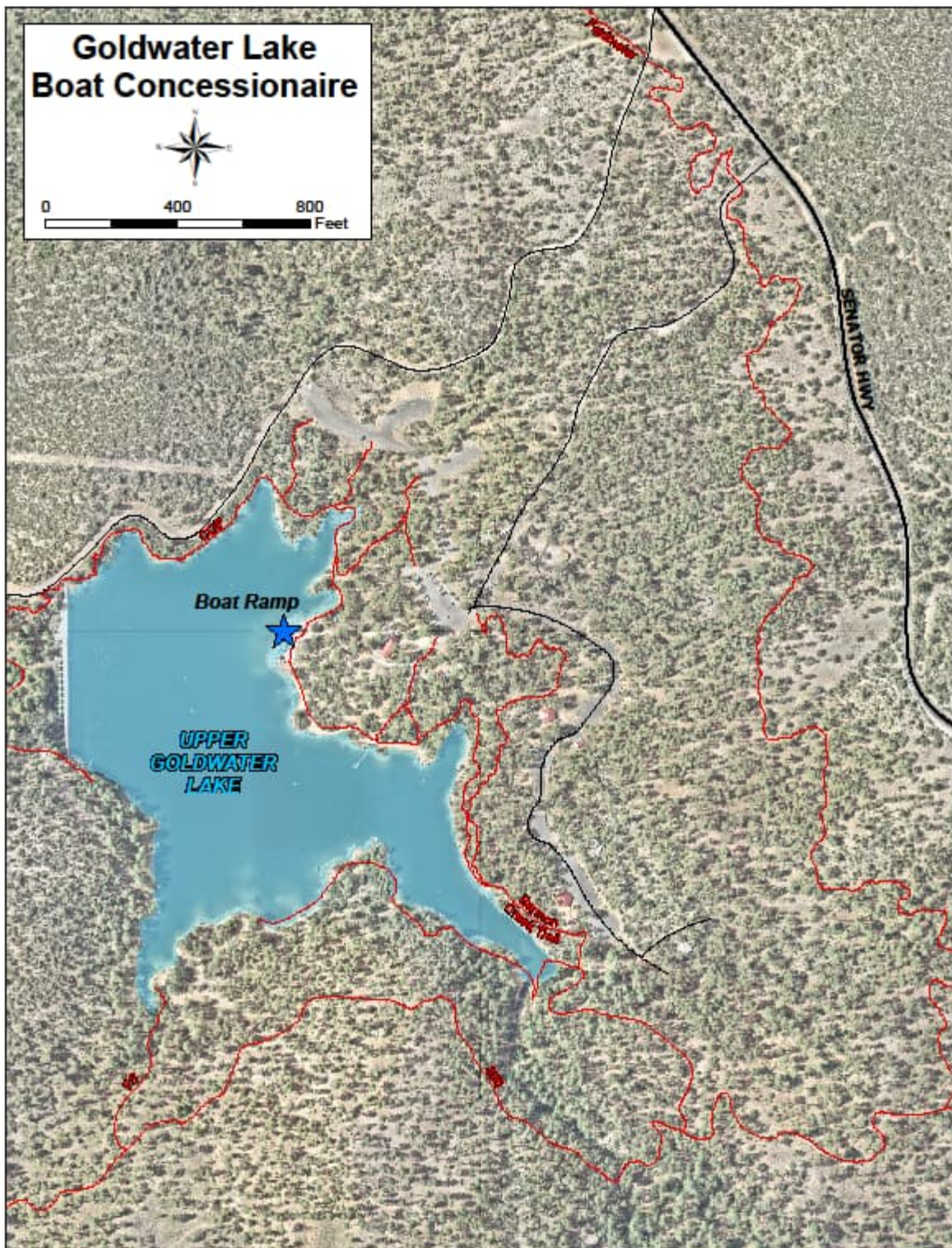
**R. Non-Availability of Funds: Fulfillment of the obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the City at the end of the period for which the funds are available. No liability shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments.**

**IX. ATTACHMENTS**

**A. GOLDWATER LAKE BOAT CONCESSIONAIRE**

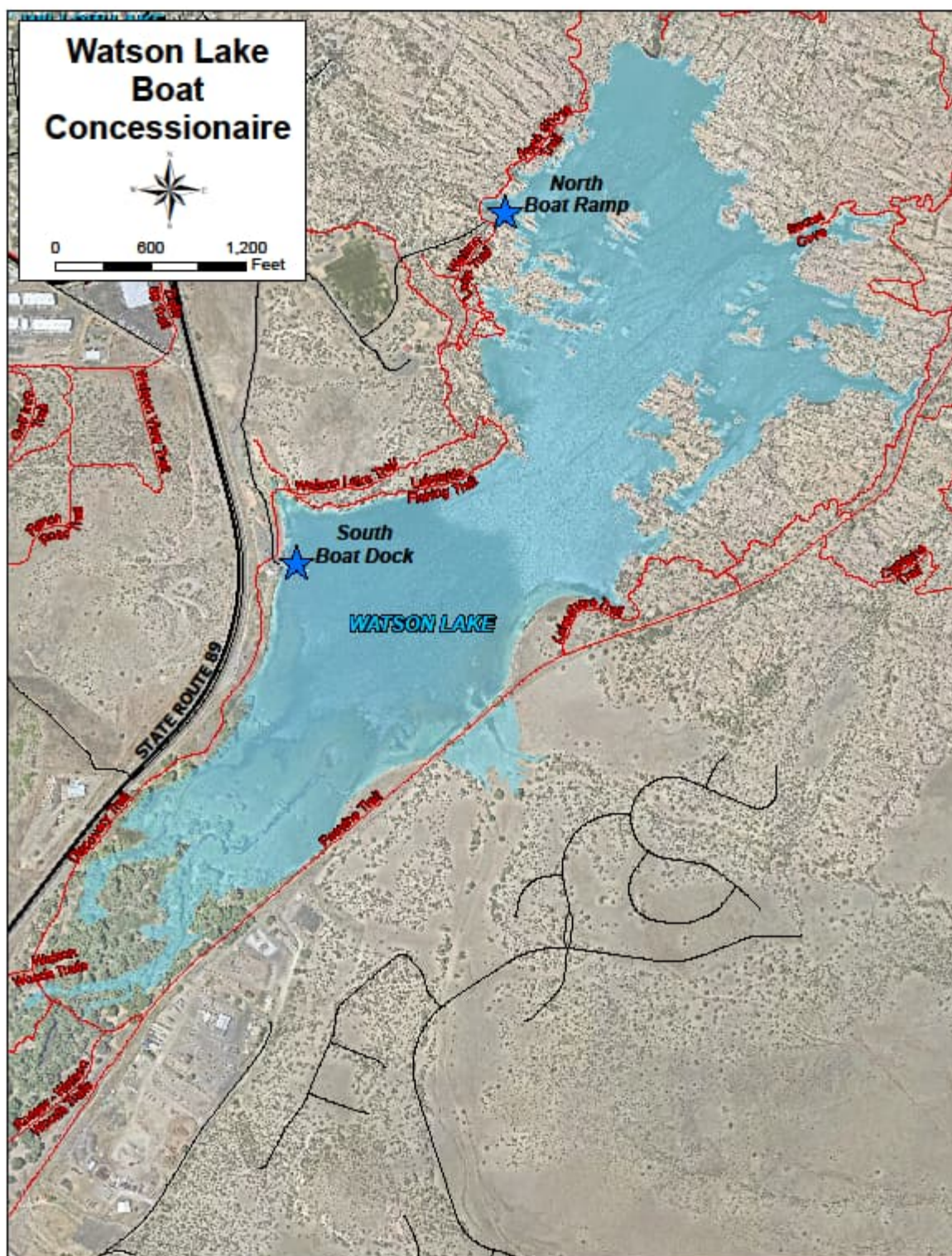
**B. WATSON LAKE CONCESSIONAIRE**

## Attachment A





## Attachment B





## **SERVICE PROVIDER AGREEMENT / CONTRACT**

**for**

**\*\*Project**

**Contract No.\*\*\*\*-\*\*\***

WHEREAS the City of Prescott (hereinafter referred to as “City”) is in need of certain services;  
and

WHEREAS, the City has solicited Requests for Proposals in accordance with local and State Law;  
and

WHEREAS \*\* (hereinafter referred to as “Service Provider”), has expertise in providing \*\*  
services.

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 Service Provider shall provide the services to the City in relation to the \*\* project as indicated in Exhibit “A” (Request for Statements of Qualifications, Statement/Proposal, and as indicated in the Detailed Scope of Work, Task and Fee Estimate, and Project Schedule as accepted by the Mayor and Council per the Council Minutes of \*\*), and as requested by the City \*\* Director (hereinafter referred to as “Director”).
2. In addition to those services identified in Paragraph 1 above, the Service Provider shall also perform all subordinate tasks not specifically referenced in Paragraph 1, but necessary for the full and effective performance of the tasks specifically referenced.
3. The Service Provider shall provide a sufficient number of qualified personnel to perform any and all services as required herein, including but not limited to inspections and the preparation of reports, as reasonably requested by representatives of the City.
4. All services identified in Paragraphs 1 and 2 above shall be completed to the satisfaction of the City and shall be performed in compliance with the Service Provider’s project schedule identified in the attached Exhibit “A”.

5. The initial term of the Agreement shall be for a period of \*\* (\*\*) years, commencing on a fully executed contract.
6. Notwithstanding the foregoing, this Agreement may be terminated by either party upon ten (10) days written notice, with or without cause or upon completion of services. If this Agreement is terminated, the Service Provider shall be paid for authorized services satisfactorily performed to the date of the Service Provider's receipt of such termination notice.
7. It is agreed by and between the parties that this Agreement incorporates the attached Exhibit "A" thereto as a part of this Agreement, and that the terms thereof shall be binding between the parties.
8. Pursuant to A.R.S. § 38-511, the City may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the City 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 Service Provider to any other party of the Agreement with respect to the subject matter of the Agreement. In the foregoing event, the City further elects to recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the City from any other party to the Agreement arising as a result of this Agreement.
9. Any notices to be given by either party to the other must be in writing, and personally delivered or mailed by prepaid postage, at the following addresses:

City of Prescott	**
201 N. Montezuma Street	**
Prescott, Arizona 86301	**
contracts@prescott-az.gov	email

10. It is expressly agreed and understood by and between the parties that the Service Provider is an independent contractor, and, as such, Service Provider shall not become a City employee, and is not entitled to payment or compensation from the City, or to any fringe benefits to which other City employees are entitled. As an independent contractor, Service Provider further acknowledges that it 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, Service Provider further agrees that it will conduct itself in a manner consistent with such status, and that it will neither hold itself out nor claim to be an officer or employee of the City by reason thereof, and that it 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, worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.
11. This Agreement is non-assignable by the Service Provider unless by sub-contract, as approved in advance by the City.
12. (A) The Service Provider, per the RFP, will provide a concession fee of 10% of gross revenue from all rentals will be paid monthly to the City of Prescott.

(B) The foregoing sum includes payment for any and all services to be rendered by Service Provider or sub-contractors, which the Service Provider may employ for this Contract. It is expressly agreed by and between the parties that the Service Provider is solely responsible for any and all payment to such any other Service Providers or subcontractors retained by the Service Provider.

(C) Payment of the total amount provided for under Section 12 (A) shall not relieve Service Provider of its obligation to complete the performance of all those services specified in Sections, 1, 2, and 3. Should the City request in writing additional services beyond that specified in Sections 1, 2, and 3, then Service Provider shall charge, and City shall pay Service Provider in accordance with Exhibit "A".

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 negotiations between the parties. Therefore, any ambiguity in this Agreement is not to be construed against either party.

13. This Agreement shall be construed under the laws of the State of Arizona.
14. 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. The Service Provider further agrees that this provision shall be contained in all sub-contracts related to the project, which is the subject of this Agreement.
15. 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 fees, either pursuant to the Agreement, pursuant to A.R.S. § 12-341.01(A) and (B), or pursuant to any other state or federal statute, court rule, case law or common law. The Service Provider further agrees that this provision shall be contained in all sub-contracts related to the project, which is the subject of this Agreement.
16. This Agreement represents the entire and integrated Agreement between the City and the Service Provider 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 Service Provider. 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.
17. 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.
18. The Service Provider hereby agrees 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 Service Provider's negligent acts, errors, or omissions, pursuant to this Agreement, except to the extent said claims, liabilities, expenses or lawsuits arise by the negligent acts or omissions of the City or his/her agents. The Service Provider 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 Service Provider has or may have against the City, its agents or employees, arising out of or in any way connected with the Service Provider's activities as set forth below, other than those acts which occur due to the negligence of the City, its employees or agents.

19. 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.
20. (A) Changes in Services/work: The City, without invalidating the Contract, may order additional/extra services/work, make changes by altering, or delete any portion of the services/work as specified herein, or as deemed necessary or desirable by the Director. All such services/work shall be executed under the conditions of the original Contract except that any claim for extension of time and additional cost caused thereby shall be made at the time of ordering such change or additional/extra services/work.

(B) Additional/extra services/work shall be that services/work not indicated or detailed on the Scope of Work and not specified. Such services/work shall be governed by all applicable provisions on the Contract Document.

(C) In giving instructions, the Director shall have authority to make minor changes in the services/work, not involving additional/extra cost, and not inconsistent with the purposes of the services/work. No additional/extra services/work or change shall be made unless in pursuance of a written order by the Director and no claim for an addition to the total amount of the Contract shall be valid unless so ordered.

(D) Adjustments to price and/or Contract Time which are agreed upon shall be incorporated in the written amendment issued by the Purchasing Division, which shall be written so as to indicate acceptance on the part of the Service Provider as evidenced by its signature. In the event prices cannot be agreed upon, the City reserves the right to terminate the Contract as it applies to the items in question and make such arrangements as it may deem necessary to complete the services/work, or it may direct the Service Provider to proceed with the items in question to be reimbursed pursuant to the unit prices in the Service Provider's fee proposal.

(E) If the Service Provider claims that any instructions involve additional/extra cost under this Contract, it shall give the Director written notice thereof within forty-eight (48) hours after the receipt of such instructions, and in any event before proceeding to execute the services/work. No such claim shall be valid unless so made. The Service Provider shall do such additional/extra services/work therefore upon receipt of an accepted Contract Amendment or other written order of the Director and in the absence of such Contract Amendment or other written order of the Director, the Service Provider shall not be entitled to payment for such additional/extra services/work. In no case shall services/work be undertaken without written notice from the Director to proceed with the services/work. All Contract Amendments must be approved by the Director. Contract Amendments that go over \$50,000.00 or if the contract in total goes over fifty thousand dollars must be approved by the City Council.

Insurance Requirements: The Service Provider shall obtain and maintain in effect during the term of, and until final acceptance of all services/work under this Agreement, a policy, or policies of liability insurance with the following coverage:

## Commercial General Liability – Occurrence Form

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

- General Aggregate \$ 2,000,000
- Products – Completed Operations Aggregate \$ 2,000,000 (if applicable)
- Personal and Advertising Injury \$ 1,000,000 (if applicable)
- Each Occurrence \$ 1,000,000
- Fire Legal Liability (Damage to Rented Premises) \$ 100,000 (if applicable)

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 Professional.”

Business Automobile Liability (if applicable) Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

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

Prior to commencing services/work under this Agreement, the Service Provider 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.

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

1. 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 Service Provider even if those limits of liability are in excess of those required by this Contract.

**Additional Insured:  
City of Prescott  
201 N. Montezuma Street  
Prescott, AZ 86301**

2. The Service Provider's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

All certificates required by this Contract shall be emailed directly to [coi@prescott-az.gov](mailto:coi@prescott-az.gov). 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 Contract at any time.

Any Renewal of insurance certificates with endorsements will need to be emailed to the above emails at least two weeks prior to expiration.



City and Professional waive all rights against each other and their directors, officers, partners, commissioners, officials, agents, sub-contractors, and employees for damages covered by property insurance during and after completion of the Services.

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, a copy of which certificate is to be attached to each applicable bond or binder.

Notice of Cancellation: With the exception of a ten (10) day notice of cancellation for non-payment of premium, any changes to material to compliance with this contract in the insurance policies above shall require 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. All insurance is to be placed with an insurer admitted in the state in which operations are taking place.

Verification of Coverage: Service Provider shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Please note the contract number on the Certificate.

21. The Service Provider, with regard to the services/work performed by it after award and during its performance of this contract, will not discriminate on the grounds of race, color, national origin, religion, sex, disability or familial status in the selection and retention of sub-contractors, including procurement of materials and leases of equipment. The Service Provider 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 of 1973, Section 109 of the Housing and Community Development Act of 1974, the Age Discrimination Act of 1975, the Americans With Disability 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, 2000-4 and 2009-09 as amended.

## 22. Professional Immigration Warranty

Service Provider understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The following is only applicable to construction contracts: The Service Provider must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, as amended, "Residence Requirements for Employees".

Under the provisions of A.R.S. § 41-4401, Service Provider hereby warrants to the City that the Service Provider and each of its sub-contractors ("Sub-contractors") 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 "Professional Immigration Warranty").

A breach of the Professional Immigration Warranty shall constitute a material breach of this Contract and shall subject the Service Provider to penalties up to and including termination of this Contract at the sole discretion of the City.

The City retains the legal right to inspect the papers of any Service Provider or Sub-contractors' employee who works on this Contract to ensure that the Service Provider or Sub-contractor is complying with the Professional Immigration Warranty. Service Providers agree 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 Service Provider and any of subcontractors to ensure compliance with the Professional Immigration Warranty. Service Provider agrees to assist the City in regard to any random verification performed.

Neither the Service Provider nor any Sub-contractor shall be deemed to have materially breached the Professional Immigration Warranty if the Service Provider or Sub-contractor establishes that it has complied with 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(A).

The provisions of this Article must be included in any contract the Service Provider enters into with any and all of its Sub-contractors who provide services under this Contract or any sub-contract. "Services" are defined as furnishing labor, time, or effort in the State of Arizona by a Service Provider or sub-contractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

23. Service Provider shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a Service Provider under similar circumstances.
24. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Service Provider.
25. Israel: Company certifies that it is not currently engaged in and agrees for the duration of this Agreement that it will not engage in a "boycott", as that term is defined in A.R.S. § 35-393, of Israel.
26. Force Labor of Ethnic Uyghurs Certification: Pursuant to A.R.S. § 35-394, Firm certifies that the firm does not currently, and agrees for the duration of the contract that it will not, use:
  3. The forced labor of ethnic Uyghurs in the People's Republic of China
  4. Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
  5. Any Firm, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

If the Firm becomes aware during the term of the Contract that the company is not in compliance with the written certification, the Firm shall notify the City of Prescott within five business days after becoming aware of the noncompliance. If the Firm does not provide City of Prescott with a written certification that the Company has remedied the noncompliance within 180 days after notifying the City of Prescott of the noncompliance, this Contract terminates, except that if the Contract termination date occurs before the end of the remedy period, the Contract terminates on the Contract termination date.

27. Contracting with small and minority firms, women's business enterprise and labor surplus area firms:

1. The Company will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.
2. Affirmative steps shall include:
  - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
  - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
  - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises.
  - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.
  - e. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

28. In the event of a discrepancy between this Agreement and Exhibit "A", this Agreement shall control over Exhibit "A".

29. Non-Availability of Funds: Fulfillment of the obligation of the City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the performance of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the City at the end of the period for which the funds are available. No liability shall accrue to the City in the event this provision is exercised, and the City shall not be obligated or liable for any future payments as a result of termination under this paragraph.

DATED: \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through their duly authorized representatives and bind their respective entities as of the Contract Execution date above.

**\*\*SERVICE PROVIDER**

City of Prescott, a municipal corporation

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
Philip R. Goode, Mayor

By: \_\_\_\_\_  
(Printed Name)

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

Email: \_\_\_\_\_

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Sarah M. Siep, City Clerk

\_\_\_\_\_  
Joseph D. Young, City Attorney

EXHIBIT “A”

SAMPLE

FORM A – SOLICITATION RESPONSE COVER SHEET



**Solicitation Response**

**Boat Rental Concessions**

Please note all that apply:

- ☐ Addenda Number(s) Received (if any) .....
- ☐ Original Forms A through F
- ☐ Flash Drive

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

Business Address: \_\_\_\_\_  
\_\_\_\_\_

Business Phone: (\_\_\_\_\_) \_\_\_\_\_

Business Contact: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Service Provider Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Item #	Description	Hourly Rate	Flat Rate
Boat Rental Item			
1	Single Kayak		
2	Canoe		
3	Stand Up Paddle Board		
4	Rowboat		
5	Tandem Kayak		
6	Pedal Boat		
7	Inflatable Stand Up Paddle Board		
8	Inflatable Single Kayak		
9	Inflatable Tandem Kayak		
Equipment Rates			
10	Specify:		
11	Specify:		
12	Specify:		
13	Specify:		
14	Specify:		
Mobilization			
15	Mobilization		

Price Certification

Signature of Company Official

Title

Company Name

Company Address

Email Address

Phone Number

Date

FORM C – BID CERTIFICATION



**Boat Rental Concessions**

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

The undersigned Bidder hereby certifies as follows:

C1 That he/she has read The City of Prescott's solicitation documents, its appendices and attachments, and the following Addenda, and to the best of his/her knowledge, has complied with the mandatory requirements stated therein.

Addendum

Issue Date

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

C2 That he/she has had opportunity to ask questions regarding the solicitation, and that such questions having been asked, have been answered by the City.

C3 That the Bidder's bid consists of the following:

1. Form A – Solicitation Response Cover Sheet
2. Form B – Price Sheet
3. Form C – Bid Certification
4. Form D – Non-Collusion Certificate
5. Form E – Certificate of Ownership
6. Form F – Bidder Qualifications, Representations and Warranties; Bidder to provide attachment: Attachment – Subcontractor's List

C4 That the Bidder's bid is valid for 90 days.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

\_\_\_\_\_  
Signature

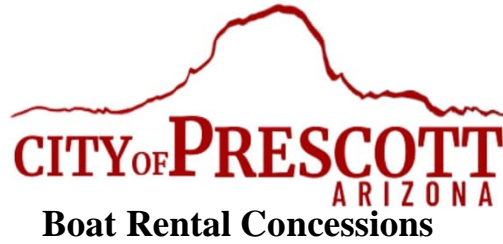
\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Written Name

\_\_\_\_\_  
Email Address



**FORM D – NON-COLLUSION CERTIFICATE**



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

The undersigned Bidder hereby certifies as follows:

To the best of his/her knowledge, the person, firm, association, partnership, or corporation herein, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in the preparation and submission of a bid to The City of Prescott for consideration in the award of this solicitation.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Written Name

\_\_\_\_\_  
Email Address

**FORM E – CERTIFICATE OF OWNERSHIP**



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

The undersigned Bidder hereby certifies as follows:

To the best of his/her knowledge, the person, firm, association, partnership, or corporation herein, are the only person, firms, corporations, partnerships, or other associations having any direct or indirect financial interest in the Bidder's business as legal or equitable owner, creditor (except current bills for operating expenses), or holder of any security or other evidence of indebtedness.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Written Name

\_\_\_\_\_  
Email Address

**FORM F – BIDDER QUALIFICATIONS, REPRESENTATIONS AND WARRANTIES**



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

The undersigned Bidder hereby certifies as follows:

- F1 Taxes and Liens - Bidder has no unsatisfied tax or judgment lien on record.
- F2 Subcontractors – Bidder submits as Attachment 4 to this Bid Form A, a list of all subcontractors it will use in performing the requirements of the agreement resulting from this solicitation. A subcontractor is any separate legal entity used to perform the requirements of the proposed agreement. The list shall include the firm's name, contact person and title, mailing address, telephone number, fax number and a description of the service(s) to be subcontracted. The Bidder shall also attach a copy of the letter from the subcontractor stating its commitment to perform the services(s) subcontracted.
- F3 References – The City will enter into an agreement only with a Bidder(s) having a reputation for satisfactory performance. The Bidder's ability to provide timely service; knowledgeable, conscientious, and courteous staff; reasonable care and skill; invoicing consistent with contract pricing, etc., are important to the City. Bidder provides information for two clients, other than the City of Prescott, that presently contract with Bidder for similar goods or services:

Reference #1

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

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Reference #2

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

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Note: The bid evaluators may contact the customer references, as well as any other customers or customer employees including The City of Prescott. A Bidder with unsatisfactory references may have its bid rejected.

- F4 Bidder's Examination - Bidder has made its own examination, investigation, and research regarding the requirements of the solicitation including but not limited to the work to be done, services to be performed, any conditions affecting the work and services, the type and quantity of labor, equipment, and facilities necessary to perform. The bidder fully understands the character of the work and services, the manner in which payment is to be made, the terms and conditions of the draft agreement (see Appendix C), and the solicitation. The bidder acknowledges and agrees that it has satisfied itself by its own examination, investigation, and research, and that it will make no claim against the City because of erroneous estimates, statements, or interpretations made by the City. Bidder hereby proposes to furnish all materials, equipment, and facilities and to perform all labor which may be required to do the work within the time required and upon the terms and conditions provided in the draft agreement and the solicitation, and at the prices as bid.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Written Name

\_\_\_\_\_  
Email Address

**FORM G – SUBCONTRACTORS LIST**

<b>Boat Rental Concessions</b>			
<b>Subcontractor Information</b>	<b>Bid Item(s)</b>	<b>Subcontract Amount</b>	<b>% of Total Bid</b>
Name: Address:  Phone #: License #:			
Name: Address:  Phone #: License #:			
Name: Address:  Phone #: License #:			
Name: Address:  Phone #: License #:			
<b>Total Subcontract Amount and Percentage of Bid</b>	\$		%

*\*Use additional form(s) if needed*