

## REQUEST FOR PROPOSAL

The City of Williams is seeking proposals for the lease and use of City-owned property (Coconino County Assessor's Parcel #20323002F) located approximately 3050' South of Interstate 40 on Garland Prairie Road in Williams, Arizona (See Exhibit A for map). The property is approximately .7 acres and is currently zoned Rural Residential under the City of Williams Zoning Code and any proposed use of the property, which must be detailed in any response to this request for Proposals, must comply with the Williams Zoning Code. The use of the site shall be temporary in nature for the specific term of the lease and must be fully removable at the end of the lease term with any disturbance to the site to be remediated by Contractor.

### PROPOSAL PROCEDURES

#### SCHEDULE OF PROPOSAL

Issue RFP:	November 24, 2015
Proposals Due:	December 30, 2015

#### PREPARATION OF PROPOSAL

One copy of each proposal should be submitted if submitted in hard copy. 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 December 30, 2015. Proposals shall be submitted by mail or hand delivery, **in a sealed envelope marked** "Response to RFP for Lease of City Property-Garland Prairie"

By Hard Copy:

City of Williams  
City Manager's Office  
113 S. First Street  
Williams, AZ 86046

It is the responsibility of all Respondents to examine this RFP carefully, understand the terms and conditions for entering into a lease of the property 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 HEREFOR 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 questions 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](mailto: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.

All questions regarding ability to use property for specific purposes or requirements for physical use of property (ie allowed uses under Zoning Code, site development standards, etc.) should be directed to Tim Pettit, Chief Building Official.

**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 ground lease with the selected proposer. The firm shall be required to enter into a written lease with the City. This RFP and the proposal, or any part thereof, may be incorporated into and made a part of the final lease. The City reserves the right to negotiate the terms and conditions of the lease with the selected proposer.

## **LEASE TERM**

The City will consider any length of term submitted by proposer, up to a maximum of ten (10) years. The lease may include the option to renew it for additional periods as negotiated between City and proposer.

## **CANCELLATION**

If the terms of the lease are not performed in an acceptable manner to the City, the City may cancel lease 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 lease at will.

## **INSURANCE REQUIREMENTS**

Any lease awarded will contain language similar to the following:

- A. The Proposer agrees to procure and maintain in force during the term of the lease, 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. Proposer 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 Proposer pursuant the lease. 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 Proposer'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 the lease 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 Proposer 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 the lease.
6. CITY reserves the right to request and receive a certified copy of any policy and any pertinent endorsement thereto. Proposer agrees to execute any and all documents necessary to allow Williams access to any and all insurance policies and endorsements pertaining to this particular agreement.

#### **ASSIGNMENT OF CONTRACT**

The proposer shall not assign or subcontract any portion of the Lease or Use 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 Lease, 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 Lease 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 may 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**

One copy of each proposal is required. Proposals should be prepared in the following format:

1. **Profile of proposing company**– A detailed profile of firm’s experience and qualifications
2. **Proposed use of the property**- give specific details of the proposed use of the property. Response should include the nature of the proposed use, is it accessible to the public, etc.
3. **Plans and specifications for setup**- a detailed drawing of how the proposed use will be setup on the location, and plans/illustrations of the proposed use. Of critical importance are traffic flow patterns into, through, and from the site. Successful proposer must secure site plan and other necessary approvals from all agencies with appropriate jurisdiction (depending on use)
4. **Proposed Term and Rate of Lease**- what is the proposed length of the term of the lease and what is the proposed monthly lease amount to be paid to the City for use of property
5. **Provide details on following topics**- provide details for each of the following:
  - a. Who will be responsible for necessary site improvements including costs (namely electricity)
  - b. Timing of operations. This includes how soon you propose beginning operations and hours of operation during the season
  - c. Any signage that is planned (must comply with applicable codes)

# Exhibit A

