

**INSTRUCTIONS FOR SUBMITTING PROPOSALS
BUSINESS INFORMATION QUESTIONNAIRE
CONCESSIONS**

The City of Phoenix (City) and the Parks and Recreation Board (Board) are inviting proposals from qualified persons to operate and maintain a concession for security parking at 2300 North 17th Avenue, Phoenix, Arizona 85007, known as Encanto 9-Hole Golf Course. The security parking concession will be operated during the Arizona State Fair and, if necessary, for other events requiring parking services.

Proposals must be delivered in a **sealed package** and addressed to:

**Laura Soldinger, Recreation Coordinator III
Encanto 9-Hole Golf Course Security Parking Concession Proposal
City of Phoenix Parks and Recreation Department
200 W. Washington Street, 16th Floor
Phoenix, AZ 85003**

All proposals must be received by **4 p.m., MST, Friday, July 31, 2009. All proposals received at 4:01 p.m. or later will be returned unopened.** The department's date/time stamp device is the official time. Management Services staff will initial the date/time stamp on all proposals received. No exceptions will be made.

Each proposer is responsible for acquainting him- or herself with the facilities. A facility inspection can be arranged by contacting Ms. Soldinger at (602) 262-5088.

All proposals received **by the deadline** will be reviewed by an evaluation committee. Proposers who, in the committee's opinion, are best qualified and whose proposals appear most advantageous to the City may be invited for an oral interview. The evaluation committee shall consist of at least three Parks and Recreation Department staff and at least one citizen.

Instructions. City shall not be held responsible for any verbal instructions. Any changes to this RFP will be made in the form of an addendum. Any changes and/or additional information pertaining to this RFP will be made available through the City's RFP webpage, <http://phoenix.gov/rfp/index.html>. Potential proposers are solely responsible for ensuring they have obtained and reviewed all available documents pertaining to this RFP when preparing a proposal. By submitting a response, proposer acknowledges they thoroughly understand the terms and conditions of this RFP.

Financial Confidentiality Request. All financial documents pertaining to this RFP response must be marked **confidential** if proposer does not wish City to release the information through a Public Records Request.

Questions. Questions pertaining to the concessionaire selection process or contract issues must be submitted in writing to Ms. Soldinger at laura.soldinger@phoenix.gov.

Appeals. Appeals of the City's decision shall be made in writing to Ms. Soldinger and received within 10 days from date on which notice of rejection was mailed or faxed to proposer.

Proposer(s) Incurred Costs. Each proposer is responsible for all costs incurred in preparing a response to this RFP. All materials and documents submitted in response to this RFP or any additional requests for materials and documents made by City for evaluation pursuant to this RFP become property of City and will not be returned. Selected concessionaire will be responsible for all costs incurred by it during negotiations.

The proposer will enclose either:

- 1) A copy of a certificate of insurance evidencing the insurance requirements listed in the form of agreement (Attachment A).

-and/or-

- 2) A statement from proposer's insurance carrier on its letterhead that the proposer can obtain the specified insurance requirements if an agreement is awarded.

For Additional Insured, Waiver of Subrogation, and the requirement for the proposer's insurance to be primary, a current certificate of insurance is acceptable with a statement from proposer's insurance carrier on its letterhead that these requirements can be met if an agreement is awarded.

Several factors will be used to evaluate proposals including:

- A. Completeness
- B. Amenities, and services provided
- C. Management qualifications plus experience in security parking facility operations
- D. Financial capability and responsibility
- E. Operation Plan
- F. Marketing Plan
- G. Fees, income projections, and revenue amount to be paid to the City

All proposals must include an original and five copies and must be placed in a sealed envelope marked **Encanto 9-Hole Golf Course Security Parking Concession Proposal**.

This is not a bid situation or an offer for employment. City is not obligated to accept any proposal or to negotiate with any proposer. The Board reserves the right to reject any or all proposals without cause or liability. All transactions are subject to final Board approval.

Proposers are required to present evidence they are professionally competent and qualified to fulfill the agreement conditions. Failure to submit this qualification statement with all applicable questions answered will be grounds for proposer disqualification.

Glossary	Definition
City	City of Phoenix
Board	Parks and Recreation Board
PRD	Parks and Recreation Department
DSD	Development Services Department
Proposal	Plan
Proposer	Person submitting a plan or intention
Concessionaire	Contractor operating security parking service

Proposals shall include the following information.

The applicant submitting this proposal confirms:

1. Name _____ Doing Business As _____
Business Mailing Address _____
City _____ State _____ Zip Code _____

Telephone (Business)_____ (Home)_____

Tax ID #_____

Organization () Corporation () Partnership
 () Individual () Other (please explain)

2. Name of person(s) who will be in charge of the operation. Information must include complete name (first, middle, and last names), and residence (physical address). If left blank, the applicant is the on-site manager.

Who will be the on-site concession manager?_____

Residence_____

City_____ State_____ Zip Code_____

Telephone_____

3. A recent financial statement from proposer's CPA or financial equivalent listing all assets, liabilities, and net worth on company letterhead detailing current financial status as of the approximate date for the proposal submission.
4. A summary of the proposer's experience, references, concession operation qualifications, and concession operation plan.

Recent letters of reference regarding management experience to include, if applicable, names of employers, position held, person(s) to contact and respective telephone number(s), and other letters of reference.

Operational Information – How many security parking operations has proposer managed, operated, or owned? (For each location, provide number of years in operation, number of full-time employees, number of part-time employees, gross revenue, and facility size.) (Attach additional page if more space is needed.)

Facility Name/Size	No. Years	Experience/ Position	No. Employees Full-/Part-time	Gross Revenue
a. _____				
b. _____				
c. _____				
d. _____				
e. _____				

5. Other information you may feel relevant to your qualifications as a security parking concession manager.

6. Complete description of service to be provided. (Attach additional sheets if needed.) Based on your knowledge of the current concession operation, are there additional services that you can add, or any exceptions you would take?

7. All proposers are required to complete the Affirmative Action (AA) forms and submit them to the City of Phoenix Equal Opportunity Department (EOD), 550 W. Washington, Phoenix, Arizona 85003-2107, **prior** to submittal deadline. Forms will be date and time stamped. Proposer will be disqualified for failure to submit the required AA information prior to submittal deadline. If proposer is doing business with City and has AA forms filed with EOD, give beginning and expiration dates.
8. Proposal Bond. Each proposal must be accompanied by a \$1,000 refundable proposal bond in the form of a cashier's check payable to the City of Phoenix, without condition or restrictive endorsement.

Upon execution of the Agreement or if all proposals are rejected, bonds of unsuccessful proposers will be returned without interest within 15 days. Proposers who withdraw their proposal after the submittal deadline shall forfeit their proposal bond.

9. All proposals must be signed and notarized. If a corporation or partnership, a corporate resolution must be presented with the proposal authorizing the signatory thereof to enter into agreements.

ENCANTO 9-HOLE GOLF COURSE SECURITY PARKING CONCESSION PROPOSAL NOTARY STATEMENT

The proposer's signature on this document authorizes the City to contact any and all references and to conduct a police background check.

Firm name or name of individual:

Authorized signature:

Title or position:

SUBSCRIBED AND SWORN to before me this _____ day of _____, _____,
by _____.

My commission expires:

Notary Public

ATTACHMENT A

CITY OF PHOENIX PARKS AND RECREATION DEPARTMENT ENCANTO 9-HOLE GOLF COURSE SECURITY PARKING OPERATION CONCESSION FORM OF AGREEMENT

The City reserves the right to negotiate additional terms and conditions or modifications of proposals with any or all proposers.

A. FORM OF CONCESSION AGREEMENT (Subject to negotiation.)

Final agreement may include negotiated modifications and additions to arrive at a mutually acceptable agreement between Board and selected Concessionaire.

1. Term. A 3-year initial agreement, with an additional 2-year renewal option.
2. Payment. Concessionaire will make minimum base payment of \$5,000 to City for year one of the original agreement, with a 5 percent increase based on prior year's payment to City for years two and three and for any subsequent renewal option exercised.
3. Parking Fee. Concessionaire shall provide a parking fee schedule, subject to Director approval, within one week prior to first day of each event for each year of agreement. Concessionaire shall collect all parking fees, with the exception of golf patron parking.
4. Improvement, Repairs, and Alterations. Concessionaire shall re-stripe concession premises at no charge to City at the beginning of first and third years of agreement.

B. FORM OF CONCESSION AGREEMENT (Not subject to negotiation.)

1. Premises/Purpose. Concessionaire shall have exclusive right to operate and to maintain the security parking concession as outlined in Attachment B.
2. Hours of Operation. Hours of operation are determined by the event.
3. Security. Concessionaire shall provide a minimum of one uniformed guard while operating parking concession.
4. Accounts. Concessionaire shall maintain complete and accurate accounting records satisfactory to City or its duly authorized agents from which it can be determined the nature and amounts of income from operations. Said books and accounts, including cash receipts, are to be open for inspection and audit by City or its authorized agents during normal business hours with 10-days written notice. Concessionaire shall submit to PRD a revenue report, including totaled receipts, and an operations financial report on April 30th of each year for the prior year of the agreement.
5. Assignment. Concessionaire may not assign any interest in agreement without Board's prior written consent.
6. Not a Contract of Joint Venture, Partnership, Employment, or Lease.

A. This Agreement is not a contract for partnership, joint venture, or formal business organization and the parties' rights and obligations are set forth in this Agreement.

- B. Agreement is not a contract of employment. No relationship of employer and employee exists between Board and Concessionaire or Board and Concessionaire's employees and agents. Concessionaire is not authorized to bind Board to any agreement or obligations.
- C. Board is not liable for any acts of Concessionaire or its representatives while performing the duties described herein. Concessionaire is a licensee and not a lessee of concession premises. Concessionaire's right to occupy and to operate concession premises will continue as long as Concessionaire complies with the agreement terms.
- D. Concessionaire is responsible for all salaries, compensation, unemployment compensation, other employee benefits, taxes, and premiums pertinent thereto concerning such persons and shall hold City harmless with respect thereto.
7. Compliance with Laws. Concessionaire must comply with all applicable federal, state, county, and City laws, ordinances, and regulations governing this activity at its own cost. This may include, but is not limited to, articles of incorporation and permits.
8. Permit Requirements. Concessionaire's type and quality of service shall comply with any conditions and requirements for this business type. Concessionaire must acquire all necessary permits.
9. Proposal Bond. PRD will hold Concessionaire's proposal bond to guarantee execution of the Agreement, receipt of insurance policies, and completion of tenant improvements. When PRD receives the required items, the proposal bond will be returned to Concessionaire without interest within six weeks. The proposal bond shall be forfeited as liquidated damages if the successful proposer fails to execute an Agreement or to furnish the required items.
10. Security Deposit. Concessionaire will be required to provide a \$1,000 refundable security deposit. Upon satisfactory completion of agreement, the security deposit will be returned to Concessionaire without interest within six weeks. The security deposit shall be forfeited if the Concessionaire fails to perform any agreement terms.
11. Default. Board reserves the right to terminate agreement upon Concessionaire's failure to perform any obligations there under.
12. Signs. No signs or advertising shall be displayed without prior PRD written approval. Posting customers, vendors, and private individuals advertisements on golf course/facility bulletin boards is prohibited. PRD and DSD approval is required for all signs and/or advertising. Signs and advertising must also comply with applicable laws, codes, and ordinances.
13. Affirmative Action in Employment. Operator and any seller in performing under agreement with City shall not discriminate against any worker, employee or applicant or any member of the public because of race, creed, color, religion, sex, or national origin, nor otherwise commit an unfair employment practice. They will take affirmative action to ensure applicants are employed and employees are dealt with during employment without regard to their race, creed, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Concessionaire further agrees this clause will be incorporated in all sub-agreements entered into with sellers of materials or services, and all labor, or who may perform any such labor or services in connection with this agreement.
14. Affirmative Action. Concessionaire's must maintain its AA during the term of the agreement. Failure to maintain its AA status is considered an agreement breach.

15. Damage Claim: A damage claim against selected Concessionaire may be assessed for loss of revenue if default on negotiated Agreement occurs.
16. Sudan and Iran. Pursuant to ARS § 35-391.06 and 35-393.06, awardee(s) certifies that it does not have a scrutinized business operation, as defined in ARS § 35-391 and 35-393, in either Sudan or Iran.
17. Legal Worker Requirements. The City is prohibited by A.R.S. § 41-4401 from awarding a contract to any awardee(s) who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). Therefore, awardee(s) agrees that:
- A. Awardee(s) and each subcontractor it uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with § 23-214, subsection A.
- B. A breach of a warranty under paragraph 1 shall be deemed a material breach of the contract and is subject to penalties up to and including termination of the contract.
- C. The City retains the legal right to inspect the papers of the awardee(s) or subcontractor employee(s) who work(s) on this contract to ensure that awardee(s) or subcontractor is complying with the warranty under paragraph A.
18. Compliance with Americans with Disabilities Act (ADA) Required. Compliance under this RFP must be in accordance with the Americans with Disabilities Act.
19. Gratuities. City may, by written notice to Concessionaire, terminate the right to proceed under this Agreement upon 1-calendar-day notice if it is found gratuities, including entertainment, gifts, or otherwise, were offered or given by Concessionaire or its agent or representative, to any City officer or employee to secure a Concession Agreement or to secure favorable treatment in awarding, amending, or making determinations in performance of Concession Agreement, provided existence of facts shall be an issue and may be reviewed in any competent court. In the event of such termination, City shall be entitled to pursue the same remedies against the Concessionaire as the City could pursue in the event of default by Concessionaire.
20. Cancellation for Conflict of Interest. This Agreement is subject to cancellation pursuant to ARS §38-511.
21. Indemnification: Concessionaire shall indemnify, defend, save and hold harmless the City of Phoenix and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Concessionaire or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Concessionaire from and against any and all claims. It is agreed that Concessionaire will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Agreement, the Contractor agrees to waive all rights of subrogation against the City, its officers, officials, agents and employees for losses arising from the work performed by the Concessionaire for the City.

Insurance Requirements: Concessionaire and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Agreement 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 Contractor, his agents, representatives, employees or subcontractors.

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

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Concessionaire shall provide coverage at least as broad and 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.

1. **Garage Liability - Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability for garage operations, covered autos and operations necessary and incidental to the parking business.

- General Aggregate \$2,000,000
 - Premises and Operations \$1,000,000
 - Products – Completed Operations Aggregate \$1,000,000
 - Personal and Advertising Injury \$1,000,000
 - Each Occurrence \$1,000,000
 - Garagekeepers Liability:
 - Each Auto \$100,000
 - Each Occurrence \$1,000,000
 - Automobile Liability including bodily Injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Agreement
 - Combined Single Limit (CSL) \$1,000,000
- a. The policy shall be endorsed to include Garagekeepers Liability coverage.
- b. The policy shall be endorsed to include the following additional insured language: "The City of Phoenix shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Concessionaire ".

2. **Worker's Compensation and Employers' Liability**

- Workers' Compensation Statutory
 - Employers' Liability
 - Each Accident \$100,000
 - Disease – Each Employee \$100,000
 - Disease – Policy Limit \$500,000
- a. Policy shall contain a waiver of subrogation against the City of Phoenix.
- b. This requirement shall not apply when a concessionaire or subcontractor is exempt under A.R.S. 23-901, **AND** when such concessionaire or subcontractor executes the appropriate sole proprietor waiver form.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

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

- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, or canceled except after 30 days prior written notice has been given to City, except when cancellation is for non-payment of premium, then 10 days prior notice may be given. Such notice shall be sent directly to **Laura Solding**.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers duly licensed or authorized to do business in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Concessionaire shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates of insurance required by this Agreement shall be sent directly to **Laura Solding**. The Agreement number and concession name shall be noted on certificate. City reserves the right to request complete, certified copies of all insurance policies required by this Agreement at any time. **Do not send** certificates of insurance to the City's Risk Management Division.

- F. **SUBCONTRACTORS:** Concessionaire's certificate(s) shall include all subcontractors as additional insureds under its policies **or** Contractor shall furnish to the City separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from insurance requirements in Agreement shall be made by Law Department, whose decision shall be final. Such action will not require a formal Agreement amendment, but may be made by administrative action.

II/encanto9prkglotRFP2009

ATTACHMENT B

ENCANTO 9-HOLE GOLF COURSE PARKING LOT

