



**TOWN OF PINETOP-LAKESIDE, ARIZONA**

**PUBLIC WORKS DEPARTMENT**

**REQUEST FOR PROPOSALS**

**WATERCRAFT RENTALS AT WOODLAND LAKE PARK**

Table of Contents

<b>NOTICE OF REQUEST FOR PROPOSALS</b> .....	3
<b>INSTRUCTIONS TO PROPOSERS</b> .....	4
<b>STANDARD TERMS AND CONDITIONS</b> .....	7
<b>TECHNICAL SPECIFICATIONS</b> .....	12
<b>CERTIFICATION</b> .....	16

## NOTICE OF REQUEST FOR PROPOSALS

TOWN OF PINETOP-LAKESIDE

PROPOSAL NAME: WATERCRAFT RENTALS AT WOODLAND LAKE PARK

SOLICITATION NUMBER: PW 22-002

NOTICE IS HEREBY GIVEN, that proposals will be received by the Town Clerk for furnishing the following items or services to the Town of Pinetop-Lakeside as follows:

**DESCRIPTION:** The Town of Pinetop-Lakeside invites sealed proposals from qualified firms to provide watercraft rentals at the location listed above, in accordance with the specifications prepared by The Town of Pinetop-Lakeside.

**SITE INSPECTION:** Prior to the solicitation closing date, Contractor may contact Matt Patterson or Malaina Spillman at 928-368-8885 to schedule an appointment for the purpose of examining the work site.

**DUE DATE AND TIME:** Friday, June 17, 2022 at 1:30pm MST.

**PROPOSAL REQUIREMENTS:** Performance Bonding will not be required. The Contractor shall be responsible for providing all of their own supplies, equipment, and inventory.

**QUESTIONS:** Inquiries regarding the proposal should be submitted to:  
[mpatterson@pinetoplakesideaz.gov](mailto:mpatterson@pinetoplakesideaz.gov). All questions must be submitted NO LATER THAN June 10, 2022.

**SUBMITTALS:** Proposals received by the due date and time will be opened at the Town of Pinetop-Lakeside Public Works Department, 958 S. Woodland Road, Lakeside, AZ 85929. Late proposals will not be considered.

## INSTRUCTIONS TO PROPOSERS

**PROPOSERS ARE STRONGLY ENCOURAGED TO READ CAREFULLY THE ENTIRE REQUEST FOR PROPOSALS.**

### 1. STATUTORY REQUIREMENTS

This Agreement is subject to termination pursuant to A.R.S. § 38-511. The parties agree that they are not currently engaging in and agree that for the duration of the Agreement, they will not engage in a boycott of Israel, as that term is defined in A.R.S. § 35-393.

### 2. SUBMISSION

Quotes received by the due date and time will be opened. Late Proposals will not be considered.

### 3. RFP OPENING

RFP shall be opened publicly at the time designated in this document. The name of each Offeror shall be read publicly and recorded. Prices will NOT be read. RFP will not be subject to public inspection until after contract award. Offers must be submitted NO LATER THAN the time and date specified in this document. A late proposal will not be considered.

### 4. SUSPENSION OR DEBARMENT CERTIFICATION

By signing the Offer, the Offeror certifies that the firm, business, or person submitting the proposal or offer has not been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity with any federal, debarment or suspension shall result in rejection of the proposal or offer or cancellation of the contract. The Town also may exercise any other remedy available by law.

### 5. SITE INVESTIGATION

The Offeror acknowledges that he or she has investigated and satisfied himself as to the conditions affecting the work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, river stages, or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during the performance of the work. The Offeror further acknowledges that he has satisfied himself as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site. Any failure by the Offeror to become familiar with the available information will not be relieved from responsibility for estimating properly the difficulty or cost of successfully performing the work. The Town assumes no responsibility for any conclusions or interpretations made by the Offeror on the basis of the information made available by the Owner.

### 6. PROPOSAL PREPARATION

All Proposals shall be on the forms provided in this Solicitation package.

### 7. CONFLICT OF INTEREST

The Offeror shall, throughout the term of the contact, take appropriate action(s) necessary to maintain the integrity of the Town's activities. Any possible or actual conflict of interest situation,

related to the supplier's work for the Town and the private sector, shall be reported to the Town in writing within 7 days. The Town will determine the appropriate course of action to alleviate the conflict of interest situation. The Town's decision will be final and without recourse.

#### 8. ATTACHMENT FORMAT

All attachments shall be submitted in a format acceptable to the Town. Acceptable formats include .doc document (Microsoft Word), .xls spreadsheet (Microsoft Excel), and .pdf (Adobe Acrobat portable document format.) Prospective Respondents that wish to submit attachments in other formats should submit an inquiry to the Procurement Officer. Please note that individual attachment documents shall not exceed 10MB.

#### 9. PRICING

Pricing is all-inclusive including price for product, delivery, installation, tools, equipment, machinery, etc.

#### 10. INVOICING

All invoices submitted by the Supplier shall be submitted to the:  
Town of Pinetop-Lakeside  
325 W. White Mountain Blvd.  
Lakeside, AZ 85929  
Attn: Accounting Department

#### 11. RECORDS

Pursuant to provisions of Title 35, Article 6, Arizona Revised Statutes §35-214 AND §35-215, each Supplier shall retain all books, accounts, reports, files, and other records relating to the acquisition and performance of the contract for a period of six (6) years after the completion of the contract. All documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced at the offices at the Town Finance Director or any agency doing business under this contract.

#### 12. TAXES

The Offeror is responsible for all applicable local, county and state taxes.

#### 13. EVALUATION CRITERIA SUBMITTALS

Experience and Expertise Statement - Provide an overview of firm's experience to include length of time Respondent has been in business.

- a. Resumes of Key Personnel – Provide a resume of each key staff person and specifically identify related experience (certifications, licenses and memberships relating to watercraft rentals & sales) that will be beneficial to the operation of this concession watercraft rental. Include specifics regarding:
  1. The number of employees and shifts to cover the anticipated operating hours;
  2. Employee training programs;
  3. Employee uniforms.
  4. Customer service philosophy; and

5. Methods for monitoring customer satisfaction.

- b. Method of Approach – provide a narrative statement outlining Respondent’s overall understanding to accomplish the Scope of Work and sample of a weekly sales report and a weekly gross sales & goods sold report required by this Proposal. Provide a detailed description of the proposed concession operation. Photographs, sketches, or other graphic material may be included as well as any other relevant data that will clearly communicate the proposed operation. At a minimum, the following details should be included:
1. Description of the products and services to be offered for sale or rent.
  2. Merchandising plan, including layout/space plan for the operation.
  3. List of watercrafts that will be offered for rent, including descriptive literature.
  4. List of products by merchandise category, including an estimate of quantities, range of sizes and prices and a description of any customized products.
  5. Cash control system and inventory management plan. Include specific control/monitoring methods applicable to the concession operation that would assure accurate accountability of sales and revenue; and
  6. Plan for maintenance/repairs and cleaning.
- c. Specify the percentage of gross receipts that will be payable to The Town of Pinetop-Lakeside in accordance with the Scope of Work.

14. OFFER EVALUATION

Evaluation criteria are listed in the relative order of importance. The award will be made to the responsible Respondent whose quote is deemed to be the most advantageous to the Town of Pinetop-Lakeside based on the following criteria:

- d. Respondent’s Experience/Expertise/Reliability.
- e. Method of Approach – concession operation, work plan and staffing plan; and
- f. Respondent’s Financial Stability and Capability to implement Proposed Plan.
- g. Proposed Price Plan & Revenue Share.

15. PROPOSAL REJECTION

The Town reserves the right to reject any, or all, Proposals, combinations of items, or lot, and to waive defects or informalities.

## STANDARD TERMS AND CONDITIONS

### 1. PURPOSE

The Town of Pinetop-Lakeside intends to establish a Contract to provide all labor, materials, equipment, services, supervision and perform all work necessary for Watercraft Rentals at Woodland Lake Park in accordance with the specifications prepared by The Town of Pinetop-Lakeside.

### 2. OFFER ACCEPTANCE PERIOD

In order to allow for an adequate evaluation, the Town requires an offer in response to this Solicitation to be valid and irrevocable for thirty (30) calendar days after the opening date and time.

### 3. LICENSES

The Contractor and its subcontractors shall maintain in current status all Federal, State, and Local licenses and permits required for the Scope of Work and shall be properly licensed by the State of Arizona Registrar of Contractors in the classification for which they are to perform.

### 4. SAFETY STANDARDS

All items supplied on this Contract must comply with the current applicable Occupational safety and Health Standards of the State of Arizona.

### 5. TERM OF CONTRACT

The term of this Contract shall commence upon award and shall remain in effect for a period of five months (5) thereafter unless terminated, canceled, or extended as otherwise provided herein.

### 6. CONTRACT EXTENSION

By mutual written contract amendment, any resultant contract may be extended for one (1) year.

### 7. PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on Town property. If the Contractor fails to do so and damages any such buildings, equipment, or vegetation, he shall replace or repair the damage with equal as approved by the Public Works Director at no expense to the Town. If he fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.

### 8. CONTRACTS

The Town of Pinetop-Lakeside, Procurement Services may undertake or award other Contracts for additional or related work, and the Contractor shall fully cooperate with such other Contractors and Town employees and carefully fit his own work to such additional work. The Contractor shall not commit or permit any act, which will interfere with the performance of work by any other Contractor or by Town employees. The Town of Pinetop-Lakeside Procurement Services shall equitably enforce this section as to all Contractors, to prevent the imposition of unreasonable burdens on any Contractor.

### 9. PURCHASE ORDER

The resulting Contract will be a Purchase Order issued by The Town of Pinetop-Lakeside.

#### 10. SUBCONTRACTOR SUBSTITUTION

The Contractor shall not be permitted to substitute subcontractors after the list is submitted to the Town of Pinetop-Lakeside without the prior written approval of the Public Works Director or their designee. Requests to change subcontractors after the proposal due date shall be made in writing, with the reasons for the requested change set forth in writing. The Town of Pinetop-Lakeside reserves the right to accept or deny requests for subcontractor changes. Subcontractors must be 18 years of age.

#### 11. INDEMNIFICATION CLAUSE

Contractor agrees to indemnify, defend, save and hold harmless the Town of Pinetop-Lakeside, United States Forest Service, and their respective directors, officers, officials, agents and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, including reasonable attorney's fees, (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal injury of any person (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 Contractor or any of Contractor's directors, officers, agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of 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 Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. The obligations under this Section 11 shall survive termination of this Contract.

#### 12. INSURANCE REQUIREMENTS

**Before the commencement of any services, the Contractor shall name the Town, and its employees as Additionally Insured** on all required insurance policies, except Workers' Compensation. Any insurance carried by the Town, and its employees, is excess coverage, and not contributory coverage to that provided by the Contractor. All insurance policies are subject to approval by the Town.

***Failure to provide required coverage and failure to comply with the terms and conditions of this Contract shall not waive the contractual obligations herein. Moreover, failure to provide evidence of the required insurance as set forth below shall delay payment for services rendered. If the policy or policies are canceled or not renewed, the insurance company shall provide thirty (30) days written notice to the Town prior to the effective date of such cancellation or termination.***

The Certificate Holder must be names as follows:

Town of Pinetop-Lakeside  
325 W. White Mountain Blvd.  
Lakeside, AZ 85929

Contractor and subcontractors shall produce 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 Contractor.



The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The Town of Pinetop-Lakeside in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

a. Commercial General Liability

This policy shall include bodily injury, property damage, personal injury, and broad form of contractual liability, and at least the minimum limits of the following:

General Aggregate	\$2,000,000
Products – Completed Operation Aggregate	\$500,000
Blanket Contractual Liability – Written & Oral	\$500,000
Fire Legal Liability	\$50,000
Each Occurrence	\$1,000,000

This policy shall be endorsed to include the following additional language: “The Town of Pinetop-Lakeside, its officials, officers, employees, and agents shall be named as additional insured with respect to liability arising out of the activities performed by the Contractor.”

1. Business Automobile Liability

The policy shall include bodily injury and property damage for any owned, hired, leased, borrowed and/or non-owned vehicles used in the performance of this Agreement.

Combined Single Limit	\$500,000
-----------------------	-----------

The policy shall be endorsed to include the following additional insured language: “The Town of Pinetop-Lakeside, its officials, officers, employees, and agents shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor.

2. Workers’ Compensation and Employers’ Liability

- Workers’ Compensation: Statutory
- Employers’ Liability:

Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$500,000

The Contractor shall require Sub-Contractors to provide Workers’ Compensation and Employers’ Liability with at least as much coverage as provided by the Contractor.

All policies required under Subsection 1 and Subsection 2 of this Section 12 shall contain a Waiver of Subrogation against the Town its officials, officers, employees, and agents shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor.

### 3. Primary Policy and Excess Insurance

The policies of insurance required under this section are to be primary insurance policies and any insurance policy maintained by the Town is considered excess insurance. The existence of excess insurance policies should in no way be construed to limit the requirements of insurance described herein.

***In the event, any of the above insurance policies are written on a “claims made” basis, coverage must extend for two years past completion and acceptance of the work or services as evidenced by annual Certificates of Insurance.***

### 13. ADDITIONAL INSURANCE REQUIREMENTS

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

- a. The Town of Pinetop-Lakeside, its departments, agencies, boards, commissions, and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
- b. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
- c. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

### 14. ACCEPTABILITY OF INSURERS

Insurance is to be placed with duly licensed or approved non-admitted insurers in the Town of Pinetop-Lakeside with an “A.M. Best” rating of not less than A- VII. The Town of Pinetop-Lakeside in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

### 15. VERIFICATION OF COVERAGE

Contractor shall furnish the Town of Pinetop-Lakeside with certificates of insurance (ACORD form or equivalent approved by the Town of Pinetop-Lakeside) 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 endorsements are to be received and approved by the Town of Pinetop-Lakeside 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 project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to The Town of Pinetop-Lakeside, 325 W. White Mountain Blvd., Lakeside, AZ 85929. The Town of Pinetop-Lakeside project/contract number and project description shall be noted on the certificate of insurance. The Town of Pinetop-

Lakeside reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

#### 16. SUBCONTRACTORS

Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the Town of Pinetop-Lakeside separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

#### 17. APPROVAL

Any modification or variation from the insurance requirements in this Contract shall be made by the Town. Such action will not require a formal amendment to the Contract but may be made by administrative action.

#### 18. EXCEPTIONS

In the event the Contractor or sub-Contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-insurance. If the Contractor or sub- Contractor(s) is/are a Town of Pinetop-Lakeside agency, board, commission, or none of the above shall apply.

The Town of Pinetop-Lakeside, its Departments, Agencies, Boards, and Commissions must be added as additional insureds as required by statute, Contract or another request. It is agreed that coverages afforded under the policies certified, shall be primary and any insurance or self- insurance program carried by the Town or any of its Agencies, Boards, Departments, or Commissions shall be excess and not contributory insurance to that provided by the named insured.

It is further agreed that no policy shall expire, be cancelled, or materially changed to affect the coverage available to the Town without thirty (30) days written notice to the Town. THE INSURANCE CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.

#### 19. DEFAULT

The Town, by written notice of default to the Contractor, may terminate in whole or part of this Contract if the Contractor fails to perform any of the provisions of this Contract and fails to remedy the situation within the specified period of time in the notice.

In the Event the Town terminates this Contract in whole or part, the Town may procure goods or services similar to those terminated, and the Contractor may be liable for any excess costs for such similar goods or services.

## TECHNICAL SPECIFICATIONS

### 1. INTRODUCTION

The Town of Pinetop-Lakeside invites qualified vendors or individuals to provide watercraft rentals at Woodland Lake Park: Kayaks for the Summer Season(s), (May 27, 2022, through September 5, 2022). Woodland Lake Park is located in Navajo County, in the Town of Pinetop-Lakeside.

- 1.1. Located at WOODLAND LAKE PARK, south of State Route 260 on Woodland Lake Road, Pinetop, AZ.
- 1.2. The Contractor shall be responsible for providing all of its own supplies, equipment, and inventory as necessary to operate its temporary watercraft rental concession business in the Recreation Area. Watercraft concession kayaks rental would consist of bringing in a trailer and/or canopy and setting up a store right from location to be mutually determined by the Town and the Contractor.
- 1.3. There will be NO electricity, water, sewer, and phone services available to operate your business. The park has restroom facilities at or near the anticipated concession location. The Contractor must have a cell phone to conduct business.
- 1.4. The Town of Pinetop-Lakeside is not responsible for loss of business or the Contractor's inability to conduct business operations due to low water levels in the lake, closure of the lake or park for any reason, or damage to the dam, headgate, roadways, boat ramp or any other infrastructure that may prevent the Contractor from conducting business at the park.

### 2. SCOPE OF WORK

Concession Operation: The Contractor shall be responsible for providing all of its own supplies, equipment, and inventory, including the ability of sales of rental/merchandise by cash or accept major credit cards, as necessary to operate its concession business in the park.

#### 2.1. Kayak Rental:

Contractor shall be responsible for compliance with all applicable water safety regulations and laws. (See [www.azgfd.gov](http://www.azgfd.gov))

Shall include:

- Kayaks (single and double).
- Sale of boating safety supplies such as fire extinguishers, life preservers, first aid, etc.
- Safety items (shall be high quality, USCGA product, where applicable)

#### 2.2. Specifications for Kayaks:

- Kayaks must 10' – 14' in length;
- Type of Material: Aluminum, Wood, Fiberglas, Polyethylene or equal to;
- Kayaks shall be in good condition for recreation use.

2.3. Operation of Watercraft/Sales Concession Requirements:

- Summer Season business hours: (May 15<sup>th</sup> through September 30<sup>th</sup>).
- Contractor shall provide service during routine business hours, Monday through Friday, 8:00 A.M. to 5:00 P.M., Saturday and Sunday, 8:00 A.M. to 6:00 P.M. unless herein noted otherwise.
- Arrangements of any business hour changes must go through the Public Works Director in writing for review and approval. Contractor shall submit in writing of business hour changes two weeks in advance, so public is aware of changes.
- The Contractor shall provide the Public Works Director, the name, address, city, state, zip code and phone numbers of at least two individuals, in a position of authority, who can be reached twenty-four (24) hours a day in the event of an emergency.
- The Contractor shall provide a daily attendance sheet of tracking each person assigned to each watercraft going into the lake and returning to shore. The Contractor shall turn in a daily list to Public Works Director no later than 4:00 p.m. each Monday during the summer season.
- The Contractor shall provide each person a life jacket also known as Personal Flotation Device (PFD) when renting a kayak. No person shall be without a Personal Flotation Device. (By State law: required to be properly sized, in good condition and USCG approved)
- A fine of \$15.00 per person per occurrence if the Concessioner is found allowing persons on the lake without a PFD.

2.4. Merchandise:

- All items rented and sold by the Contractor shall be of high quality and the services provided by the Contractor shall be rendered courteously and efficiently.
- Coolers/Ice Chest shall be needed to store sodas, bottled water, and/or juice drinks. Other concession items that may be for sale such as sunscreen, batteries, snacks, etc.
  - Additional merchandise items need to be approved by the Public Works Director.
- Prohibited Merchandise and Services:
  - Beverages in glass containers.
  - Instant energy/caffeine pills/illegal drugs.
  - All alcoholic beverages.
  - Inappropriate themes on merchandise, as determined by the Town of Pinetop-Lakeside.

3. REQUIRED SAFETY ITEMS/SERVICES FOR WATERCRAFT RENTAL

All of the following shall be applicable:

- 3.1. Personal Flotation Device (PFD): The Contractor shall provide a PFD for each person in the kayak and all other necessary safety equipment as required by law. All safety equipment provided must be United States Coast Guard Approved (USCGA) product as required by law. (See website [www.USCG.gov](http://www.USCG.gov) for guidelines)
- 3.2. Safety Equipment – All watercraft offered for rent by the Contractor shall be maintained in good, safe, working order and shall comply at all times with all Local, State and Federal laws and regulations including, USCG and Game & Fish Department laws and regulations, regarding safety equipment. (Law Enforcement, Arizona Game and Fish Department ranger may perform a safety inspection at any time)

- 3.3. Informational Safety Brochures – The Contractor shall stock and display, at all times, information safety brochures available brochures (typically free of charge) from the Arizona Game and Fish Department, the United Towns Coast Guard, and other relevant governmental entities. The Contractor shall provide such brochures free of charge to any visitor.
- 3.4. Rescue Boat – The Contractor shall supply its own rescue boat for the purpose of responding to downed and stranded watercraft rental.
  - Any damage to a kayak is the responsibility of the Contractor to maintain and repair.
  - Contractor may issue another kayak for replacement purposes without additional costs.

#### 4. REQUIREMENTS

The Contractor shall:

- 4.1. Not construct or establish any structure or facility without prior written approval from the Town of Pinetop-Lakeside.
- 4.2. Provide tent stakes/tie downs for anchoring canopy as long as visible markings are in place.
- 4.3. Number each watercraft and track each person going onto the lake and coming to shore.
- 4.4. Provide waste receptacles in the concession area and shall be responsible for proper disposal daily.
- 4.5. All employees shall be 18 years old or older.
- 4.6. Ensure that all employees meet local and state health standards and requirements. The Contractor shall further ensure that all employees are clean, well-groomed, and neat. The Contractor's staff shall wear uniforms, including a name badge, so they are well distinguishable as concession employees. Any such uniform shall be subject to approval by the Town of Pinetop-Lakeside.
- 4.7. Ensure at a minimum, one of its employees per shift possesses First Aid Training and Basic CPR when the public is renting watercrafts.
- 4.8. Refuse rental of any watercraft to an intoxicated visitor. If there is any doubt as to a visitor's sobriety, the Contractor's employee should contact local law enforcement.
- 4.9. At all times, during business hours, have a responsible employee at the age of 18 years or older on the premises in charge of business operations.
- 4.10. The Contractor's employees shall conduct themselves courteously in their relations with the public and shall be held to the same high standards of behavior as Town of Pinetop-Lakeside employees.
- 4.11. Require an alcohol and drug free workplace for all employees.
- 4.12. Upon completion of the temporary concession watercraft rental, thoroughly clean up the work site to the satisfaction of the Public Works Director and be fully responsible for the disposal of materials and debris.
- 4.13. As necessary, the Contractor shall submit to the Public Works Director, a report summarizing any and all accidents in which rental craft are involved. This report is due to the Public Works Director within seven (7) calendar days of the incident occurring.
- 4.14. The Contractor shall immediately report any serious or fatal injury to the Public Works Director.

#### 5. SIGNAGE

- 5.1. Any signage must be submitted to the Town of Pinetop-Lakeside for prior approval in regard to design, content, and placement.

- 5.2. Have appropriate external signs identifying watercraft rental concession area and hours of business. All signs shall be professionally done and shall be approved by the Public Works Director.
- 5.3. The Town of Pinetop-Lakeside reserves the right to have the Contractor remove any sign deemed to be objectionable.

## 6. GROSS SALES

- 6.1. If any revenue payment to the Town of Pinetop-Lakeside is based on gross sales, the term "gross sales" shall be defined as the total amount received by, realized by, or accruing to, the Contractor and any of the Contractor's subcontractors or joint ventures, from all sales of merchandise, services, accommodations, materials and any other goods or services made pursuant to this Contract.
- 6.2. Gross sales shall be adjusted for any and all retail related sales taxes passed through to the consumer and collected by the Contractor on such sales.

## 7. REPORTS AND PAYMENTS

- 7.1. The Contractor shall submit a weekly sales report indicating the watercraft rental sales to the Public Works Director every Friday.
- 7.2. The Contractor shall submit payment to Public Works Director of a mutually agreed upon percentage of gross sales and goods sold as defined in Paragraph 6 every Friday, which agreement shall be reached and documented herein prior to the award of this Contract and documented herein.
- 7.3. For late payments, a flat rate of \$10.00 dollars shall be applied.

## 8. FEES

The Contractor shall:

- 8.1. Charge a minimum fee of \$20.00 per hour for Kayak.
- 8.2. Multiple hour discount pricing is acceptable; and
- 8.3. Miscellaneous snack items sold - provide a list indicating: Product Name, Stock #, and Dollar Amount Charged.

### CERTIFICATION

The Undersigned hereby offers and agrees to furnish and provide all labor, materials, services, and supervision and perform all work necessary to complete the project in compliance with all terms, conditions, specifications, and amendments of the proposal.

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

Signature of Person Authorized to Sign Offer \_\_\_\_\_

Address \_\_\_\_\_ Printed Name \_\_\_\_\_

City \_\_\_\_\_ Town \_\_\_\_\_ Zip \_\_\_\_\_ Title \_\_\_\_\_

Arizona Contractor's License No. \_\_\_\_\_ Telephone No. \_\_\_\_\_

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

**By signature in the Offer section above, the Offeror certifies:**

1. The submission of the Offer did not involve collusion or other anti-competitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, or A.R.S. §41-1461 through §1465.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.