

# Tahoe City Public Utility District Request for Proposals

## **CONCESSIONAIRE FOR NON-MOTORIZED WATERCRAFT CONCESSION FOR COMMONS BEACH**

### **SUBMITTAL:**

One (1) original and five (5) copies must be received on or before:  
**1:00 P.M. March 7, 2025**  
(LATE ARRIVALS AND SUBMITALS VIA EMAIL WILL NOT BE ACCEPTED UNDER ANY CIRCUMSTANCES)

### **Addressed to:**

Indra Winquest, Director of Parks and Recreation

### **Address:**

Tahoe City Public Utility District  
PO Box 5249  
221 Fairway Drive  
Tahoe City, CA 96145

### **Mark envelope:**

**CONCESSIONAIRE FOR NON-MOTORIZED  
WATERCRAFT CONCESSION FOR COMMONS BEACH.**

**PROPOSALS RECEIVED AFTER THE TIME AND DATE STATED ABOVE WILL BE DISQUALIFIED.**

The right is reserved by the Tahoe City Public Utility District ("TCPUD"), to decide not to award a Contract or reject any or all Proposals, to waive any irregularities or informalities not affected by law, to evaluate the Proposals provided and to award the Contract according to the Proposal which best serves the interests of TCPUD.

### **Request for Proposals (RFP) SCHEDULE:**

	<b><u>Duration</u></b>
RFP Available	February 13, 2025
Non-Mandatory Pre-Proposal Conference	February 26, 2025 1:00 P.M., TCPUD Board Room 221 Fairway Dr, Tahoe City, CA 96145
Deadline for written questions	February 28, 2025
Response to questions to all Proposers	March 4, 2025
<b>Proposal submittal date</b>	<b>March 7, 2025 1:00 P.M.</b>
Notification of Award of Contract	March 21, 2025

**REQUEST FOR PROPOSAL  
FOR  
CONCESSIONAIRE FOR NON-MOTORIZED WATERCRAFT  
CONCESSION FOR COMMONS BEACH**

**I. PURPOSE**

The TCPUD is issuing this Request for Proposals (“RFP”) to solicit proposals from qualified businesses or person(s) to provide kayak and other non-- motorized watercraft rental and recreational programs on Commons Beach, in Tahoe City (“Proposal(s)). The successful Proposer(s) will be awarded a **five (5) year** contract (“Contract”) with one (1) option to renew for a **three (3) year period which may only be exercised** and granted if mutually agreed upon by both the successful Proposer and TCPUD.

Proposals shall include, but not be limited to, kayak, paddleboard and other non-motorized watercraft rentals, lessons, workshops and clinics. In addition, each Proposal may include other related activities of mutual benefit to the operator of the business and TCPUD. Examples include tours, special events, school and community programs that promote non-motorized boating, and certification classes.

Proposals shall be submitted by **1:00 P.M. on March 7, 2025**. Proposals shall be submitted in a sealed envelope marked "**Concessionaire for Non-Motorized Watercraft Concession for Commons Beach.**" Proposals shall be submitted to TCPUD Department of Parks and Recreation, 221 Fairway Drive, Tahoe City, CA, or mailed to P.O. Box 5249, Tahoe City, CA, 96145 Attn: Indra Winquest. Proposals may not be submitted electronically via email.

**II. BACKGROUND**

The TCPUD Department of Parks and Recreation has a goal of providing high quality recreation opportunities for residents and visitors. TCPUD believes certain recreation water sport opportunities are desired by the public at Commons Beach.

The location for the activities is Tahoe City Commons Beach located off Hwy 28, in Tahoe City. Commons Beach is held in trust by Placer County for the people of Tahoe City. The beach is operated and maintained by TCPUD Department of Parks and Recreation under a contract with Placer County. The area of operation is shown in Exhibit "A".

Commons Beach experiences high density use by both residents and tourists during the months of June, July, August, and September. At this point in time, there are no other concessions of any type on Commons Beach. TCPUD may consider concession opportunities for other services besides watercraft related activities. At various times of the year, special events at Commons Beach may be scheduled by TCPUD and/or other public and private organizations or individuals.

**NOTE:**

TCPUD has secured the required regulatory permits for a non-motorized watercraft concession at Commons Beach. TCPUD will require the selected concessionaire to operate a concession at Commons Beach.

**III. PROPOSAL EVALUATION**

A. **Evaluation Process:** Each business or person submitting a Proposal (“Proposer(s)) should bear in mind the competitive nature of the RFP process and that TCPUD will evaluate the Proposals based on which ones offer the best advantages and service for TCPUD. The criteria listed below are not necessarily in order of importance, nor are they necessarily weighed equally. The TCPUD will be the sole judge of the Proposals, and its decision is final.

B. **Criteria for Selection:** Proposals will be evaluated using the following criteria:

1. **Responsiveness.** The extent to which a Proposal clearly addresses the elements of this RFP is a key factor in selection. A thorough, well written Proposal is essential.
  2. **Relevant Experience.** The experience of the proposer in successfully managing an operation of this type, and the Proposer's demonstrated ability to implement the components of its Operating Plan will be significant factors in proposal evaluation. *\*\*Proposer should have a minimum of 5-years' experience in the past 10 years operating a similar operation.*
  3. **Operating Plans.** The Proposer's Operating Plan ("Plan") included in the response to this RFP will be evaluated based on the overall reasonableness of the Plan, the extent to which the Plan complies with the requirements of this RFP, and the Proposer's plan to minimize impacts of operations on the local community. The Plan shall include on-site operation and storage of watercraft and equipment, staffing and staff certification, description of equipment (i.e., type, age, quantity), marketing and promotional plan, schedule of proposed rates and an Emergency Response Plan.
  4. **Financial Capability.** The Proposer must exhibit the necessary financial responsibility and strength to successfully carry out the Concession operation and Plan for the term of the Contract. The Proposer must have the means to adequately staff the proposed Concession operation(s), implement the Plan and comply with all requirements of the Contract. The financial return to TCPUD will also be a factor in the evaluation of the Proposal.
  5. **Safety Standards.** The Proposer's Emergency Response Plan must sufficiently address any potential emergencies that might occur in connection with implementing the Plan and the Contract. The proposed staff must possess the necessary certifications as listed in IV G. The Proposer's ability to successfully manage the safety of its operation will be evaluated.
  6. **Community Service.** The Proposer's ability to contribute to the residents and visitors of TCPUD's enjoyment of Commons Beach will be evaluated based on overall and Site-specific contributions.
  7. **Local Business.** TCPUD will show a preference for selecting a local firm that is qualified or capable of providing the proposed services. Local firms are those with an office occupied by one or more full-time employees located within the TCPUD service area. Location within or distance from the TCPUD service area, whether the firm is owned by a person whose primary residence is located within the TCPUD service area, or the greater North Tahoe/Truckee area will also be considered. Employing local firms is a benefit to the area in general and TCPUD specifically.
- C. **Additional Information:** TCPUD reserves the right to request information from Proposers beyond that specified in this RFP. Proposers may be requested to appear before an Evaluation Committee, although none is scheduled at this time. However, TCPUD may select a Proposer based on the information contained in the Proposals alone. Therefore, Proposers are advised to submit thorough, complete Proposals.

**IV. SCOPE OF SERVICES AND DISTRICT REQUIREMENTS**

- A. **Services:** Services to begin no sooner than May 1 and no later than June 1 of each season. Closing date no sooner than Labor Day weekend in September and no later than October 15. These dates may be modified with prior approval from TCPUD.

The concessions shall be operated seven (7) days per week, with hours of regular operation no earlier than 7:00 AM and no later than 7:00 P.M. The schedule may be modified by TCPUD for other community events and concessionaire may modify the schedule to accommodate morning or evening programs or similar activities.

- B. **Programs:** At a minimum, programs shall provide for rentals on site, and lessons conducted in a variety of ways, (i.e. workshops, clinics and/or classes, and scheduled tours.)
- C. **Insurances:** Concessionaire must provide insurances described in detail below, show good credit rating and present good public image. Proposer shall be an established kayak/non- motorized boat outfitter, with an established off-site business where, if needed, the boats and equipment can be stored.
- D. **Areas:** TCPUD's Parks Superintendent shall be the day-to-day contact and shall be responsible for designating those areas to be used by the concessionaire for daily operation and for storage. At the direction of TCPUD, these areas can be expanded or reduced, whenever it is considered to be in the best interest of the public.
- E. **Contract:** The Contract awarded shall be for the purposes of providing recreational services only and shall be non-transferable. The Contract shall not be a lease of property or convey an ownership interest in land; it will license the use of certain property.
- F. **Responsibilities:** Concessionaire shall be responsible for the following:
1. Supervise the usage and safety of all concession equipment.
  2. Provide a primary point of contact directly affiliated with day-to-day operations for all correspondence between Concessionaire and TCPUD.
  3. Maintain the designated area in a safe condition at all times.
  4. Clean up litter and debris in and around the established use area.
  5. Display appropriate and positive public image when operating.
  6. Provide additional observation and reporting on beach/park activities that are in violation of Placer County, TCPUD, or TRPA ordinances, rules, public nuisances, etc.
- G. **Training:** Concessionaire shall provide employees with training in accordance with the highest industry standards. Instructors must have certifications in boating safety, American Red Cross or American Canoe Association or equivalent. One currently certified person with Advanced First Aid and CPR for all ages must always be on duty.
- H. **Safety:** Concessionaire shall provide users with safety equipment and instructions on the proper use of such safety equipment in accordance with all standards and local, county or state codes or ordinances.

**V. SCHEDULE OF PAYMENTS TO TCPUD (Submit in separate sealed envelope with the Proposal)**

Proposals shall indicate the proposed percentage of revenue to be paid to the District throughout the season. In addition, indicate a minimum per month lump sum base payment to be paid to the District. Alternative payment plans will be considered by the TCPUD evaluation committee.

- A. **Monthly Base Guarantee**

The guarantee for the first season of operation shall be at a minimum of \$1000.00 per month. Each subsequent season the agreed upon base rent guarantee shall be increased according to annual Consumer Price Index and All Urban Consumers U.S city average.

B. Gross Receipts

An aggregate payment to the District by the concessionaire will be based on a percentage of the total gross receipts at the end of the season. Proposed percentages shall be presented based on a range of gross receipts projected by the Proposer. (Example: \$0 - \$10,000 \_\_\_\_\_ %, \$10,000 - \$15,000 \_\_\_\_\_ %.)

**VI. ADDITIONAL ITEMS TO BE INCLUDED IN PROPOSAL**

- A. Name of business and names, addresses, phone numbers, email addresses of owner/operator. Describe principle off-site business, including location and years of operation.
- B. Describe previous or current experiences in providing similar services.
- C. List of references with contact information.

**VII. GENERAL INFORMATION**

This RFP is being issued by TCPUD. Unless otherwise directed, all communications regarding this RFP should be directed to Indra Winqest, Director of Parks and Recreation, at 530-580-6058 or email at [iwinqest@tcpud.org](mailto:iwinqest@tcpud.org).

Any revisions to the RFP will be issued and distributed as addenda. Interested persons are specifically directed not to contact any other TCPUD personnel for meetings, conferences or technical discussions related to this RFP. Failure to adhere to this policy may be grounds for rejection of Proposals.

**IMPORTANT NOTICE**

TCPUD will not be responsible for oral interpretations given by any TCPUD employee, representative, or others. Interested persons are cautioned that any statements made that materially change any portion of the RFP or Contract shall not be relied upon unless subsequently ratified by a formal written amendment to the Contract. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this RFP, TCPUD will attempt to notify all prospective Proposers. However, it will be the responsibility of each Proposer, prior to submitting their Proposal, to contact TCPUD to determine if addenda were issued and to make such addenda a part of the Proposal.

TCPUD reserves the right to decide not to award a Contract or reject any or all submittals, waive any irregularities or informalities in any Proposal or the RFP process when it is in the best interest of TCPUD to do so; to re-advertise for Proposals, if desired; to sit and act as sole judge of the merit and qualifications of the service offered and; to evaluate in its absolute discretion, the Proposals, so as to select the Proposal which best serves the requirements of TCPUD, thus insuring that the best interest of TCPUD will be served. This is not a contract bid and will not be awarded based on price alone. All contract terms discussed in this RFP are for information purposes only and are subject to final negotiation between TCPUD and the selected Proposer for inclusion in the Contract.

- A. **Contracting Agency:** TCPUD will award and administer the Contract, if any, resulting from this RFP.
- B. **Business License:** Possession of a valid Business License is required to submit a Proposal.

- C. **Ethics in Public Contracting:** By submitting a Proposal, each Proposer certifies that:
1. It is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act;
  2. It was made without fraud; and
  3. It has not offered or received any kickbacks or inducements from any other Proposer in connection with this RFP. The Proposer further certifies that no relationship exists between itself and TCPUD or another person or organization that interferes with fair competition or constitutes a conflict of interest with respect to a contract with TCPUD.

For breach or violation of this certification, TCPUD shall have the right to terminate any Contract, either in whole or in part. The rights and remedies of TCPUD provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

- D. **Venue:** Any Contract resulting from this RFP shall be governed by, and construed in accordance with, the laws of the State of California. Venue for any litigation arising out of the Contract will be in the District Court in and for the County of Placer, State of California.
- E. **Proprietary Information:** The Proposals received shall become the property of TCPUD and are subject to public disclosure. Proposers shall indicate any restrictions on the use of data contained in their Proposal. Those parts of a Proposal which are defined by the Proposer as business or trade secrets, as that term is defined in California Government Code, Section 6254.7, and are reasonably marked as "Trade Secrets", "Confidential" or "Proprietary" shall only be disclosed to the public if such disclosure is authorized by the Proposer or required under the California Public Records Act or other applicable law. Proposers who wish to have such information maintained confidentially shall be responsible for advancing all reasonable attorney's fees and costs to TCPUD associated with disputes that may arise respecting whether records are subject to disclosure.
- F. **Incurring Costs:** TCPUD is not liable for any costs incurred by Proposers in responding to this Proposal.
- G. **Questions:** All questions in regards to this RFP should be submitted in writing no later than February 28, 2025 to Indra Winqest at [iwinqest@tcpud.org](mailto:iwinqest@tcpud.org). After that date responses to all questions will be sent to all potential Proposers by March 4, 2025.

## VIII. **INSURANCE**

**NOTE: THE ACTUAL INSURANCE REQUIREMENTS WILL ULTIMATELY BE BASED UPON THE FINAL CONTRACT. The following is provided for informational purposes only, to alert prospective Proposers of potential insurance requirements should a Contract be awarded.**

With respect to performance of work under the Contract, Proposer shall maintain, and shall require all of its subcontractors, if any, to maintain, insurance as described below:

- A. **Commercial General Liability and Property Damage** at least as broad as ISO Occurrence form CG 0001: The Proposer shall maintain insurance for protection against all claims arising from injury to person or persons not in the employ of the Proposer and against all claims resulting from damage to any property due to any act or omission of the Proposer, his agents, or employees in the operation of the work or the execution of this Contract. Such insurance shall include products/completed operations liability, blanket contractual liability, personal injury liability, and broad form property damage coverage. The minimum shall be as follows:

**Bodily Injury (Injury or Accidental Death) and  
Property Damage (Per occurrence)**

**\$2,000,000 Combined Single Limit.**



willful misconduct of TCPUD, its officers, appointed and elected officials, agents and employees. This hold harmless clause is in no way an admission of liability on the part of TCPUD or any of its agents or employees.

Proposer acknowledges that it has fully informed itself of the contents and meaning of this defense and hold harmless agreement and has so executed it with full knowledge thereof and that the terms are contractual and not a mere recital. These requirements shall also apply to any subcontractor whose hazards are not covered by the Proposer's insurance policies.

**Deductibles and Self-Insured Retention.** Any deductibles or self-insured retention must be declared to, and approved by, TCPUD. At the option of TCPUD, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects TCPUD, its officials, employees, agents and Proposers; or the Proposer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by TCPUD.

**Separate endorsements are required, naming TCPUD as additional insured, for liability insurance and providing a waiver of subrogation for Workers' Compensation Insurance.**

**The successful Proposer shall maintain the insurance for the life of the Contract. Said insurance shall contain a provision that coverage afforded under the policies will not be canceled unless and until thirty (30) days prior written notice has been given to TCPUD.**

**Endorsements are to be received and approved by TCPUD before services are provided. Should Proposer cease to have insurance as required during any time, all work by Proposer pursuant to this Contract shall cease until insurance acceptable to TCPUD is provided.**

Original insurance certificates and endorsements are to be mailed or delivered to:

*Tahoe City Public Utility District PO Box 5249  
221 Fairway Drive Tahoe City, CA  
96145*

## **IX. EVALUATION/AWARD OF CONTRACT**

Evaluation of Proposals will be based on the information called for in this RFP. Brochures or other promotional presentations beyond what is required to submit complete and effective Proposals are not desired. Elaborate artwork, expensive paper or binders, and expensive visuals are not necessary.

All Proposals will be evaluated by TCPUD. In connection with its evaluation, TCPUD may, at its option, invite one or more Proposers to make an oral presentation to TCPUD. During these presentations, the Proposers will be allowed to present such information as may be appropriate in order for TCPUD to correctly analyze all materials and documentation submitted as a part of the Proposals. Negotiations with the top-ranked Proposer(s) will be conducted by appropriate TCPUD staff designated by the General Manager. TCPUD reserves the right to make a selection based on any or all factors of value, whether quantitatively identifiable or not, including, but not limited to, the anticipated initiative and ability of the candidate to perform the services set forth herein.

TCPUD reserves the right to not award a Contract, reject any or all Proposals, waive any irregularities or informalities in any Proposal or the RFP process when it is in the best interest of TCPUD to do so, to re- advertise for Proposals, if desired, to sit and act as sole judge of the merit and qualifications of the service offered, and to evaluate in its absolute discretion, the Proposals of each Proposer, so as to select the Proposer which best serves the requirements of TCPUD, thus insuring that the best interest of TCPUD will be served.

TCPUD may make such investigation as it deems necessary to determine the ability of a Proposer to furnish the required services, and the Operator will furnish to TCPUD all such information and data for this

purpose as TCPUD may request. TCPUD reserves the right to reject any Proposal if the evidence submitted by, or investigation of, such Proposer fails to satisfy TCPUD that such Proposer is properly qualified to carry out the obligations of a Contract and to deliver the services contemplated herein or; the submittal of any Proposer who has previously failed to perform properly, or complete on time, contracts of a similar nature. Any material misrepresentation or material falsification of information provided to TCPUD in the Proposal, or at any point in the evaluation process, including any interview conducted, is grounds for rejection. If the misrepresentation or falsification is not discovered until after any Contract is awarded, the Contract may be terminated at that time. A determination as to whether a misrepresentation or falsification of the submittal is material shall be made solely in the exercise of TCPUD's sound discretion. TCPUD expressly reserves the right to reject the submittal of any Proposer who is in default on the payment of taxes, licenses or other money due to the TCPUD.

TCPUD reserves the right to conduct a background inquiry of each Proposer which may include the collection of appropriate criminal history information, contractual and business associations and practices, employment histories, credit history, and



reputation in the business community. By submitting a Proposal to TCPUD, the Proposer consents to such an inquiry and agrees to make available to TCPUD such books and records as TCPUD deems necessary to conduct the inquiry.



Old Fire Station

Art Center

Commons Beach

Beach Location

TAHOE CITY PUBLIC UTILITY DISTRICT



P.O. BOX 5249  
TAHOE CITY, CA. 96145  
(530) 583-3796

TAHOE CITY PUBLIC UTILITY DISTRICT  
Non-Motorized Watercraft Concession

SHEET:

1