

# 2019

Issued by:  
California Tahoe  
Conservancy

1061 Third Street  
South Lake Tahoe,  
CA 96150

## **CTA 18038C REQUEST FOR PROPOSALS FOR THE OPERATION OF PATTON LANDING IN CARNELIAN BAY**

Date Issued:  
April 5, 2019

Responses Due:  
May 31, 2019



*\*Facility at Patton Landing*

# **RECREATION CONCESSION OPPORTUNITY**

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## **Section 1: Introduction and Summary**

### **1.1 Purpose and Organization**

This Request for Proposals (RFP) is intended to solicit proposals from qualified applicants to operate, manage, and maintain, a non-motorized recreation concession (Concession) at the California Tahoe Conservancy's (Conservancy's) Patton Landing recreation site (Site) in Carnelian Bay, California. The Site consists of an outstanding waterfront recreation facility located on the north shore of Lake Tahoe. The unique pebble beach and scenic vistas of Lake Tahoe provide exceptional natural surroundings that make the Site ideal for a recreation-based business. The current concessionaire operates the Site as a premier destination for non-motorized paddle recreation, where the visitor industry is the primary source of economic activity. Carnelian Bay is forty-five minutes from the Reno Tahoe International Airport, two hours from Sacramento International Airport, and just over three hours from San Francisco International Airport. Eleven million people reside within a three hours' drive of the Site.

Section 1 of this RFP introduces the Concession opportunity and proposal process. Section 2 describes in detail the services the concessionaire will be required to provide, and other key terms of the concession agreement. Section 3 describes the information that must be included in proposals, the instructions for submitting proposals, and the criteria the Conservancy will use to score proposals and select a concessionaire.

### **1.2 Conservancy and its Mission**

Established in 1984, the Conservancy is an agency within the California Natural Resources Agency of the State of California. Its jurisdiction covers the California side of the Lake Tahoe Basin (Basin). Its mission is to lead California's efforts to restore and enhance the extraordinary natural and recreational resources of the Lake Tahoe Basin. The Conservancy plays an integral role in conservation, protecting and restoring natural resources, and providing public recreational opportunities in the Basin. More information on the Conservancy is available on its [website](#).

### **1.3 Location and Summary of Services**

Patton Landing, currently doing business as Watermans Landing, is located at 5166/5188 North Lake Boulevard, Carnelian Bay, CA.

As part of the concession agreement with the Conservancy, the concessionaire will be required to manage, operate and maintain the Site for public recreation use, including recreational rentals of non-motorized personal watercraft, such as canoes, kayaks, water bikes, outrigger canoes, and paddleboards. A complete description of the services required is set forth in Section 2.3, below.

Proposers are strongly encouraged to visit the Site at least once before submitting a proposal. Proposers are welcome to inspect the Site as a guest during normal business

hours. Proposers should not, however, interfere with or make special requests of the current concessionaire.

The term of the Concession is ten years, with an option to renew for up to an additional ten years. The option is subject to the Conservancy's sole discretion, and will require approval from the Conservancy's Board.

The Conservancy does not guarantee the concessionaire a profitable operation; rather, proposers are responsible for reviewing the RFP and making their own determination concerning business viability as they formulate their proposals.

#### 1.4 Date, Time and Place Proposals are Due

The Conservancy will accept sealed proposals marked "**Patton Landing Concession Response; Mailroom – Do Not Open**" until 3:00 p.m. on (Friday), (May 31), 2019. Proposals must be delivered by mail, delivery service, or in person at:

California Tahoe Conservancy  
1061 Third Street  
South Lake Tahoe, CA 96150

The Conservancy is open Monday through Friday from 8:00 a.m. until 5:00 p.m., with closure for lunch between 12:00 p.m. and 1:00 p.m. Proposers are responsible for ensuring their proposals arrive at the above address prior to the specified time and date. Section 3.4, below, provides instructions for submitting proposals.

#### 1.5 Availability, Inquiries and Conservancy Contact

Requests for a copy of this RFP and written questions about the RFP should be directed to:

Nick Meyer, California Tahoe Conservancy  
1061 Third Street  
South Lake Tahoe, CA 96150  
530-543-6073  
[nick.meyer@tahoe.ca.gov](mailto:nick.meyer@tahoe.ca.gov)

OR

Conservancy's [website](#) and Cal eProcure [website](#)

Proposers may submit questions about the contents of the RFP in writing no later than April 26, 2019. Questions submitted after this date may not be answered. Proposers attempting to present questions orally will be redirected to submit them in writing. All responses to questions and any RFP addenda will be posted on the Conservancy's [website](#) in writing on or before 5:00 p.m. on Friday, May 3, 2019. No Conservancy official is authorized to make substantive oral representations relating to this RFP, nor should you rely on any oral representations relating to this RFP.

Changes to this RFP, clarifications, and answers to questions about the RFP will be posted to the Conservancy's website. You may request to receive notices via e-mail by providing your name, address, phone number and e-mail address to Nick Meyer at [nick.meyer@tahoe.ca.gov](mailto:nick.meyer@tahoe.ca.gov).

## **Section 2: Concession Opportunity and Scope of Services**

### **2.1 Description of the Site**

The Site, which the Conservancy refers to as Patton Landing but is currently operated as Watermans Landing, is located at 5166/5188 North Lake Boulevard in Carnelian Bay, California. The Site is approximately two acres in size with approximately 500 feet of lake frontage, 723 square feet of useable building space, 864 square feet of adjacent paver-stone patio, a 178 square foot maintenance storage room, a 600 square foot exterior storage area designated for non-motorized boat equipment, an adjoining breezeway, twenty-one parking spaces, a car-top boat launch, two public restrooms, a three-sided dumpster enclosure, a sidewalk and bus shelter along State Route 28, and on-Site pedestrian pathways, boardwalk, picnic tables, animal-resistant garbage cans, landscaping and irrigation. Currently the Site has a dog friendly beach east of the boardwalk. The Site is generally depicted on the maps and plans included as Attachment A.

Please be aware that most of the equipment in the Watermans Landing coffeehouse, operated under the current concession agreement, are not fixed and are owned by the current concessionaire. In the event a new concessionaire is selected, these items will be removed upon termination of the current concession agreement.

### **2.2 Term of Concession Agreement**

The concession agreement will have a ten year term, with a provision allowing the Conservancy to extend the term for up to ten additional years. Any extension and its duration may be granted at the sole discretion of the Conservancy and will require approval from the Conservancy's Board. Any extension will be based on the concessionaire satisfactorily meeting agreed-upon performance requirements within the first ten years. The concessionaire may request the Conservancy exercise its option to extend the concession agreement no sooner than at the start of the seventh year of the agreement's term.

### **2.3 Required Services**

The Conservancy is seeking a concessionaire to provide the following services: (1) facilitate and enhance public and recreational access to Lake Tahoe; and (2) operate and maintain the Site on a year-round basis (Required Services). The Required Services are described in further detail below.

### 2.3.1 Recreation and Public Access

The Tahoe Regional Planning Agency permitted the building on the Site as an “accessory use” to the Site’s primary beach recreation use, not as an independent commercial facility. As such, the use proposed for the Site, including the building, must enhance lake access and recreation-based visitation. Food and beverage sales, non-motorized recreation equipment rentals and instruction, and/or other beach-oriented recreation concessions are typical accessory uses to beach recreation properties, and represent uses the Conservancy will consider. Acceptable public recreational uses include water-oriented recreation rentals of non-motorized personal watercraft, such as canoes, kayaks, water bikes, outrigger canoes, and paddleboards. The Conservancy will not consider proposals for motorized equipment rentals. The proposed use or uses must be compatible with the size and patronage of the Site and its building. RFP responses should identify proposed uses, and the seasonal dates and hours during which such uses will be provided.

The concessionaire must provide free, unrestricted public parking within the Site’s parking lot, and enable free car top public boat launching within the Site’s launch area. The concessionaire must provide public access to the Site’s other basic amenities, including beach and picnic areas, at no cost to the public. The Conservancy will consider proposals to reserve a portion of the Site’s limited parking for the concessionaire’s uses, but it must be identified as part of the RFP submittal.

No person shall be denied use of the Site or its facilities on the basis of race, sex, age, handicap, disability, color, religion, sexual orientation or national origin. The Conservancy reserves the right to inspect the Site throughout the term of the agreement for compliance with the Americans with Disabilities Act, and to require the concessionaire to remove any access barriers created by the concessionaire.

### 2.3.2 Site Operation

The concessionaire will be responsible for the day-to-day operation and maintenance of the entire two-plus acre Site, including the building, parking lot, restrooms, and public beach. The Conservancy will not furnish any supplies or equipment for the day-to-day operation or maintenance of the Site or concession.

While business opportunities proposed in response to this RFP may be seasonal, the concessionaire must be responsible for the Site year-around. At minimum, the Site, including both on-Site restrooms, must be open to the public at least between the hours of 10:00 a.m. and 6:00 p.m. daily between May 1 and October 15, and whenever the concession building is open for business. RFP responses should identify seasonal and daily operating hours associated with proposed uses, including parking and public restroom availability. Year-round restroom availability during weekends in the off season, with associated plowed parking and shoveled access, is preferred.

The concessionaire will be responsible for obtaining and directly paying for all utility services (and associated fees) necessary for the operation and maintenance of the Site. Basic utilities include:

- Water and sewer provided by North Tahoe Public Utility District (NTPUD) and wastewater treatment provided by Tahoe Truckee Sanitation Agency. Note: NTPUD requires an annual backflow preventer inspection that must be scheduled and paid for by the concessionaire;
- Natural gas provided by Southwest Gas;
- Electricity provided by Liberty Utilities;
- Commercial trash and recycling services by Tahoe Truckee Sierra Disposal Company (or other suitable refuse disposal company);
- Phone or Wi-Fi at the concessionaire's discretion.

The concessionaire will be responsible for furnishing all personnel for Site operations and for adequately training and supervising employee conduct. The concessionaire assumes all responsibility to meet requirements of federal and state laws governing employment, wages, and worker safety. The concessionaire must utilize appropriate staffing to meet customer service and cleanliness standards. The concessionaire must also ensure effective communication with visitors with disabilities, including persons with impaired vision or hearing, so that all visitors may obtain information on accessible services, activities, and facilities. Proposals should address staff training for effective customer service, conflict resolution, concession-specific emergency procedures, and dissemination of recreation information.

### 2.3.3 Site Maintenance

The concessionaire's year-round maintenance responsibilities are set forth in the Minimum Maintenance Plan included as Attachment B. The concessionaire will furnish all labor, materials, equipment, permits and insurance to perform the tasks required. Unless otherwise proposed and agreed to in the concession agreement, the concessionaire will be responsible for repairs due to acts of vandalism, facility age, equipment failures and any acts of the concessionaire or third parties that cause damage to the Site and its features.

### 2.3.4 Other

Proposer must identify any additional proposed amenities accessory to beach recreation, as well as all proposed uses of the on-Site building. Proposers should also describe anticipated methods proposed for generating revenue sales, services or fees. Additional revenue-producing sales, services, and/or fees should be intended to provide visitors a convenient means to acquire goods or services while increasing both concession revenue and Site visitation. For example, the on-Site building is currently operated as Watermans Landing coffee house with sales of paddle recreation and tourist goods. The Conservancy, at its sole discretion, will approve any accessory uses and methods for generating revenue at the Site. The proposer must identify any private uses of the

structure, deck area, or other parts of the Site in the proposal. The Conservancy will only consider private uses that fall outside of the minimum required public use timeframes identified above.

## 2.4 Other Terms and Limitations

Proposers should additionally review the sample concession agreement included as Attachment C.

### 2.4.1 Rent

The minimum consideration for the concession agreement will be the provision of the Required Services described above. Proposers may additionally include a monetary rent in their proposals. Rent should be proposed as a flat monthly or yearly fee, not as percentage of the concessionaire's revenue. See Section 3.6.2, below, for information on the monetary rent scoring process during the evaluation of proposals.

### 2.4.2 Coordination and Performance Review

The concessionaire's employees operating Patton Landing on behalf of the Conservancy, while not employees of the State, are expected to assist the Conservancy in achieving its public service mission. Strong customer service must be a central aspect of the concession operation. The concessionaire will need to develop and implement methods for responding to visitors' needs in a helpful and professional manner, giving timely and courteous information and assistance, and endeavoring to ensure visitors have a safe and enjoyable visit. The Conservancy reserves the right to conduct random use counts and surveys at the Site, and to seek feedback from visitors regarding the service they are receiving. Customers may present complaints to either the the concessionaire or the Conservancy, or often both, so two-way dialogue between the Conservancy and concessionaire is essential for appropriate and timely visitor complaint resolution.

The Conservancy shall initially review the concessionaire's performance with the concessionaire on a frequent basis. The Conservancy may inspect the Site for compliance with the Minimum Maintenance Plan (Attachment B) at any time, but such inspections will occur no less frequently than on an annual basis. The Conservancy will notify the concessionaire of any concerns in a timely manner.

### 2.4.3 Change in Circumstances

Proposers be aware that changes in circumstances affecting Site operations may occur during the term of the concession agreement. Such changes may include, but are not limited to, changes as a result of changes in law, social or use patterns and budget considerations. Any changes in the circumstances affecting the Site shall not, however, be construed as necessarily authorizing a change in the terms and conditions of the concession agreement.



#### 2.4.4 General Terms and Conditions and Contractor Certification Clauses

Be advised that all contracts entered into with the Conservancy will include by reference standard contract language, including General Terms and Conditions and Contractor Certification Clauses. See Attachment D for a list of such standard terms, which are not negotiable.

### **Section 3: Proposal Requirements and Selection Process**

#### 3.1 General Information

The submission of a proposal shall be deemed evidence that the proposer has carefully examined all laws, rules, regulations and ordinances relating to the operation and maintenance of a concession at the Patton Landing Site, including State laws, County possessory interest tax as related to concessions, the Site, these instructions, the RFP's attachments, the Sample Concession Agreement, and that the proposer is fully aware of the responsibilities as concessionaire.

Any proposal may be withdrawn at any time prior to the deadline for submitting proposals, provided that a request in writing for the withdrawal of such proposal, executed by the proposer or his/her duly authorized representative, is filed with the Conservancy. The withdrawal of a proposal shall not prejudice the right of a proposer to file a new proposal prior to the deadline for submitting proposals.

Proposers are not entitled to recover any preparation costs or other costs or damages related to responding to this RFP.

The Conservancy reserves the right to accept or reject any or all proposals, to waive any or all immaterial defects or irregularities, to permit the correction of errors, to waive requirements in the RFP for the benefit of the State so long as such waiver does not give any proposer a material advantage over other proposers, and to independently discuss and clarify submitted proposals further with any person or entity that submits a proposal.

#### 3.2 Key Dates and Deadlines

April 5, 2019	RFP released
April 26, 2019	Deadline to submit written questions about RFP
May 3, 2019	Responses to questions posted on website
May 31, 2019	Deadline to submit proposals
July 12, 2019	Anticipated notice of award (not binding)
February 28, 2020	Earliest date the concessionaire may take possession

#### 3.3 Inquiries and Notification

To ensure fair competition in which all proposers receive the same information, the Conservancy will not answer telephone or in-person inquiries about this RFP prior to the deadline for submitting proposals. Questions regarding this RFP must be submitted in

writing to the Conservancy contact identified in Section 1, above. The Conservancy will answer questions as clearly and completely as possible, and a written compilation of all questions and answers will be posted on the Conservancy's [website](#) on May 3, 2019. You may request to receive update notices via e-mail by providing your name, address, phone number and e-mail address to Nick Meyer at [nick.meyer@tahoe.ca.gov](mailto:nick.meyer@tahoe.ca.gov).

### 3.4 Instructions for Submitting Proposals

Proposals must be accompanied by a Proposal Guarantee (bond or cashier's check) payable to the State of California, California Tahoe Conservancy, in the amount of one thousand dollars (\$1,000), as a guarantee that if the proposal is accepted the proposer will execute the concession contract. Proposals unaccompanied by the Proposal Guarantee will not be considered. The Proposal Guarantee will be returned to all non-successful proposers, as well as the successful proposer who enters into a concession agreement with the Conservancy.

Proposers are to provide one (1) original and five (5) copies of their proposal. All copies will be clearly marked as an original or copy.

Proposals must be clearly marked on the outside of a sealed envelope as follows:

**Attn: Patton Landing Concession Response  
Mailroom – Do Not Open**

The Conservancy will accept sealed proposals until 3:00 p.m. on Friday, May 31, 2019. Proposals must be delivered by mail, email, delivery service, or in person at:

California Tahoe Conservancy  
1061 Third Street  
South Lake Tahoe, CA 96150  
or  
[nick.meyer@tahoe.ca.gov](mailto:nick.meyer@tahoe.ca.gov)

The Conservancy is open Monday through Friday from 8:00 a.m. until 5:00 p.m., with closure for lunch between 12:00 p.m. and 1:00 p.m. Proposers are responsible for ensuring their proposals arrive at the above address prior to the specified time and date.

### 3.5 Proposal Content

All proposals must consist of the following items, completed and organized in the following order:

- Proposal Form (Attachment E);
- Verification of Proposal(Attachment F);
- Proposer's Questionnaire (Attachment G);

- Proposer's Financial Statement (Attachment H);
- Business Plan (Attachment I);
- Proposer's mark-up (if any) of Sample Concession Agreement (Attachment C);
- Completion of the certification statement for the Contractor Certification Clauses, and completion of the Darfur Contracting Act Statement, both of which are included in the Standard Contract Clauses (Attachment D); and
- Proposal Guarantee (see Section 3.4, above)

Please carefully review the Evaluation Criteria under Section 3.6, below, for details on how the information provided in the proposal items will be scored.

All responses must be clear, unambiguous, and demonstrate the proposer's clear commitment to enter into the concession agreement and provide the Required Services. Deviations from the requirements of this RFP may be cause for rejection.

### 3.6 Selection and Scoring

#### 3.6.1 Selection Process, Generally

The Conservancy will not begin to open proposals until after the proposal submission deadline has passed. The Conservancy will then evaluate and assign each proposal a score pursuant to the evaluation criteria and scoring described below. The committee may conduct phone interviews with the top three scored proposals. Prior to the interview, the State may contact each applicant to obtain additional information. The interview will provide the applicant the opportunity to elaborate on the written material previously submitted and give the State the opportunity to meet their key personnel and ask questions regarding any aspect of the applicant's proposal, background and other relevant topics.

The award of a concession agreement, if any, will be to the "Best Responsive Responsible Proposer" whose proposal complies with all requirements of this RFP. When a concession proposal is selected for award, all proposers will receive direct notification and a Notice of the Proposed Award will be posted on the Conservancy's website. The Conservancy reserves the right to reject all proposals and is not required to award an agreement.

The Conservancy, at its sole discretion, reserves the right, but does not have the obligation, to seek supplementary information from any proposer at any time between the dates of proposal submission and the award. The Conservancy may obtain credit reports, criminal history reports, or seek other information from parties familiar with the proposer to further establish the qualifications of any proposer.

Once the Best Responsive Responsible Proposer is selected, the successful proposer will be asked to provide a security deposit and proof of required insurance (requirements set forth in the concession agreement), along with a signed concession agreement, normally within thirty days of receiving it from the Conservancy. The Conservancy's Executive Director, or designee, will subsequently sign the Agreement. All proposals shall be revocable until such time as the selected proposer has executed the contract and provided the required performance bond and evidence of insurance. If the selected proposer fails to finalize and enter into an agreement, the Conservancy, in its sole discretion, may accept the second highest scored proposal and so on until a contract is fully in effect.

The concession agreement may be determined to be subject to the approval of the controlling agencies of the State and is not binding until all approvals are obtained. The earliest date that the selected concessionaire may take possession of the Site is February 28, 2020 due to obligations under the existing concession agreement.

### 3.6.2 Evaluation Criteria

This section explains how Conservancy staff will score the information provided in proposals.

**LEVEL 1:** COMPLIANCE WITH RFP REQUIREMENTS: *Pass/Disqualified*

The proposer must submit all required documents listed below. Failure to submit all required documents will result in disqualification.

	<b><u>Document Submitted Yes/No</u></b>
1. Proposal Form (RFP Section III)	
2. Verification of Proposal	
3. Proposer's Questionnaire	
4. Proposer's Financial Statement	
5. Business Plan	
a. Use and Operation	
b. Financial Feasibility	
c. Marketing and Advertising	
d. Customer Service	
e. Maintenance Program	
6. Proposer's mark-up of Sample Concession Agreement	
7. Completion of the certification statement for the Contractor Certification Clauses, and completion of the Darfur Contracting Act Statement	
8. Proposal Guarantee: \$1,000	

LEVEL 2:      *REQUIRED SERVICES, ABILITY TO FINANCE, OBJECTIVES OF CONCESSION:*  
*Pass/Disqualified*

Required Services: The proposal must demonstrate that the concessionaire will meet or exceed the Required Services described in Section 2.3, above.

- ☐ The proposal demonstrates the concessionaire will meet or exceed the Required Services set forth in the RFP. (pass)
- ☐ The proposal does not demonstrate the the concessionaire will meet or exceed the Required Services set forth in the RFP. (disqualified)

Ability to Finance: Proposer provides sufficient documentation verifying its financial status/financing to fund: (i) any proposed "start-up" costs, including any equipment inventory; and (ii) the "working capital" necessary to finance Site operations and maintenance as outlined in the proposal. Funds could be available from proposer's private capital (verifiable) and/or from a commercial lender or other third party with an unconditional, formal and binding letter of commitment. Funds not currently on hand, but which are confirmed as to be available at commencement of contract term, may be acceptable as a "pass" in this category.

- ☐ The proposal demonstrates the ability to fund the concession in accordance with the criteria stated above. (pass)
- ☐ The proposal does not demonstrate the ability to fund the concession in accordance with the criteria stated above. (disqualified)

The Conservancy may also consider credit worthiness in evaluating proposers' ability to finance the operation. Established businesses shall demonstrate their track record, including timely payment of bills, established and satisfactory relations verified with creditors, business associates, and if applicable, the State. For new ventures, credit worthiness is based upon the proposer's accounts payable record, creditor relations, a current credit bureau report (to be provided by proposer) containing few or no derogatory comments, and other credit references. Proposer must provide acceptable written explanations for any derogatory comments in order to receive a "pass" in this category.

- ☐ The credit worthiness investigation is not applicable, as the proposer has is satisfactory proven ability to finance the concession. The proposer appears to be a low risk concessionaire. (pass)
- ☐ The credit worthiness investigation, if applicable, is satisfactory as set forth under the above criteria. The proposer appears to be a low risk concessionaire. (pass)

- ☐ The credit worthiness investigation, if applicable, is unsatisfactory as set forth under the above criteria. The proposer may be a high risk concessionaire. (disqualified)

Objectives of Concession: The proposer must propose a concession which is complementary and accessory to beach recreation. For purposes of this proposal, *complementary concessions* are those which will enhance the public's use and enjoyment of the Site by providing services which directly support beach recreation. These include, but are not limited to, food or beverage operations, non-motorized equipment rental, or other recreation-related retail. *Accessory concessions* are those which recognize that the Site's primary purpose is to provide unrestricted, year-round lake access to the public.

- ☐ The proposal is consistent with the objectives set forth in the RFP. (pass)
- ☐ The proposal is not consistent with the objectives set forth in the RFP. (disqualified)

Proposer must pass each item in Level 2 to qualify for Level 3 review.

LEVEL 3: PROPOSER/PROPOSAL EVALUATION: **UP TO 65 POINTS**

Section A- Experience, Capability, and Past Performance/Quality of Experience

Experience (up to 10 Points): Experience is scored based on the proposer's verifiable experience: a) as an owner, manager, employee, or volunteer of a similar type of business; and b) working with public agencies.

- ☐ Proposer has a minimum of 2 years of experience as an owner or manager of a similar type of business sought under the RFP. (8 points)

OR

- ☐ Proposer has a minimum of 2 years of experience as a supervisor or lead employee of a similar type of business sought under the RFP. (4 points)

OR

- ☐ Proposer has a minimum of 2 years of experience as an employee or volunteer of a similar type of business as proposed in the RFP. (2 points)

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- ☐ Proposer has minimum of 2 years of experience working with Public Agencies. (2 points)

Capability and Past Performance/Quality of Experience (up to 10 points):  
Capability/Quality of experience is scored based on the proposer's demonstrated performance: a) as an owner, manager, employee, or volunteer of a similar type of business, and b) working with public agencies.

- ☐ Proposer, as verified by references, community recognition, awards, etc., has provided service which consistently exceeded the contractual obligations and responsibilities as an owner or manager of a similar type of business as sought under the RFP. (8 points)

OR

- ☐ Proposer, as verified by references, community recognition, awards, etc., has provided service which met the contractual obligations and responsibilities as an owner or manager of a similar type of business as sought under the RFP. (4 points)

OR

- ☐ Proposer, as verified by employer references, performance evaluations, community recognition, awards, etc., has provided service which consistently exceeded the responsibilities as a supervisory or lead employee of a similar type of business as sought under the RFP. (4 points)

OR

- ☐ Proposer, as verified by employer references, performance evaluations, community recognition, awards, etc., has provided service which met the responsibilities as a supervisory or lead employee of a similar type of business as sought under the RFP. (2 points)

OR

- ☐ Proposer, as verified by employer references, performance evaluations, community recognition, and/or awards, etc., has provided service which consistently exceeded the responsibilities as an employee/volunteer of a similar type of business as proposed in the RFP. (1 point)

OR

- ☐ Proposer, has not provided verified service under any capacity in a similar type of business as sought under the RFP, or has operated a business on public land without authorization by the applicable public agency. (0 points)

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- ☐ Proposer, as verified by written reference and/or interviews with public agencies, etc., has provided service which consistently exceeded the contractual obligations and responsibilities of said agency. (2 points)

OR

- ☐ Proposer, as verified by written references and/or interviews with public agencies, etc., has provided service which met the obligations and responsibilities of said agency. (1 point)

OR

- ☐ Proposer has not provided verified service which met the obligations and responsibilities of public agencies. (0 points)

#### Section B- Business Plan, Financial Feasibility, Marketing, Customer Service and Maintenance

Business Plan (up to 20 points): Conservancy staff score this section based on the Prospective Concessionaire Questionnaire, the Business Plan and on how well the proposal meets the Conservancy's objectives for the Site. The Business Plan will include a vision/mission statement outlining the proposed use(s) and operation of the Site, organization structure, and a detailed description of the products and services provided by the proposed business. This plan, as well as the entire proposal, must demonstrate how the proposed product and services meets the objectives of the RFP. In particular, the plan must discuss how the proposed concession will:

- enhance lake access by encouraging visitation to the Site, and provide additional, visitor-serving amenities;
- ensure unrestricted public access to Site amenities such as picnic and interpretive areas, car top boat launch facilities and beach recreation;



- ensure on-Site parking spaces are available to the public at a minimum during prime beach use hours and provide for a reasonable "turnover" in parked vehicles. Long-term parking needs (if any) should focus on non-peak hours or seasons; and
- provide year round maintenance and security for the Site, whether or not the concession is operated seasonally.

Additionally, if the proposer seeks modification of any of the standard clauses found in the Sample Concession Agreement, the specific request(s) may be outlined for consideration as part of the Business Plan.

Conservancy staff will evaluate the Business Plan using the criteria outlined above to determine the degree to which the Concession is both complementary and accessory to beach recreation.

Financial Feasibility (up to 5 points): The financial feasibility of the proposal refers to the financial ability of the proposer to successfully implement the elements of the Business Plan. The proposer shall provide any and all fiscal documentation sufficient to demonstrate the financial feasibility of the proposal. The amount of information necessary to provide will likely depend upon whether the proposal is an extension of a current successful business operation or a new venture. You may choose to provide documentation such as: pro forma, business, bank and/or financial institution references, statement of assets and liabilities, and a schedule of anticipated fees, rates, and prices.

The financial feasibility plan has:

- ☐ a comprehensive program that meets and exceeds the criteria as outlined above and in the RFP (5 points)

OR

- ☐ an adequate program that meets the criteria as outlined above and in the RFP (3 points)

OR

- ☐ met some, but not all, of the criteria outlined above and in the RFP (1 point)

OR

- ☐ not met the criteria as outlined above and in the RFP (0 points)

Marketing and Advertising (up to 5 points): The marketing and advertising portion of the Business Plan demonstrates the proposer's ability to successfully implement an effective marketing and advertising plan which meets the intent of the RFP. The plan includes, but is not limited to, the following: previous marketing and advertising experiences and strategies, market research analysis, proposed advertising materials, schedule and budget.

The marketing and advertising plan has:

- ☐ met and exceeded the criteria as outlined above and in the RFP (5 points)

OR

- ☐ met the criteria as outlined above and in the RFP (3 points)

OR

- ☐ met some, but not all, of the criteria as outlined above and in the RFP (1 point)

OR

- ☐ not met the criteria as outlined above and in the RFP (0 points).

Customer Service Program (up to 5 points): The customer service program demonstrates the proposer's ability to successfully implement an effective customer service program. The plan includes, but is not limited to, the following: previous established and effective customer service programs, adequate employee staffing and Site management, and a "customer is always right" satisfaction feedback program.

The customer service program has:

- ☐ met and exceeded the criteria as outlined above (5 points)

OR

- ☐ met the criteria as outlined above (3 points)

OR

- ☐ met some, but not all, of the criteria as outlined above (1 point)

OR

- ☐ not met the criteria as outlined above (0 points)

Maintenance Plan (up to 10 points): The proposer's maintenance plan represents a comprehensive program which will maintain the facilities in a first class condition throughout the term of the agreement. Proposer is prepared to invest an appropriate amount of time and money into the maintenance program. The maintenance plan must either meet or exceed the Minimum Maintenance Plan (Attachment B). Failure to meet the Minimum Maintenance Plan is a failure to meet the Required Services, which will result in disqualification under LEVEL 2, above.

The maintenance program criteria includes, but is not limited to: budget allocation, staffing patterns and maintenance schedule.

- ☐ Maintenance plan significantly exceeds the criteria identified in the RFP (10 points)

OR

- ☐ Maintenance plan meets the criteria identified in the RFP, or the additional elements proposed do not significantly exceed the criteria identified in the RFP (5 points)

**LEVEL 4: MONETARY RENTAL FEE: UP TO 30 POINTS**

Inclusion of a monetary rental fee in proposals is optional. The highest acceptable rental proposal will, however, be assigned the maximum points possible (30 points), and lower proposals will be assigned points based on their relationship to the highest rental proposed. Rent should be proposed as a flat monthly or yearly fee, not as percentage of the concessionaire's revenue. Due to the scoring calculation illustrated below, proposers are encouraged to propose something more than \$0 to avoid potentially disparate scoring results. The following examples illustrates the scoring calculation:

Example 1:

Proposal A: \$1 rent = 30 points (the highest rent is assigned the maximum points)

Proposal B: \$0.50 rent = 15 points ( $\$0.5/1 \rightarrow \frac{1}{2} \times 30 = 15$  points)

Proposal C: \$0 rent = 0 points ( $\$0/1 \rightarrow 0 \times 30 = 0$  points)

Example 2:

Proposal A: \$350 rent = 30 points (the highest rent is assigned the maximum points)

Proposal B: \$100 rent = 8.58 points ( $\$100/\$350 \rightarrow .286 \times 30 = 8.58$  points)

Proposal C: \$25 rent = 2.14 points ( $\$25/\$350 \rightarrow .071 \times 30 = 2.14$  points)

LEVEL 5: SMALL BUSINESS FACTOR *UP TO 5 POINTS*

Preference points are granted to proposers properly certified as a Small Business as defined in Title 2, California Code of Regulations, Section 1896, et seq. The Department of General service's Small Business Certification Eligibility Requirements include:

- Must be independently owned and operated;
- Cannot be dominant in its field of operation;
- Must have its principal office located in California;
- Must have its owners (or officers in the case of a corporation) domiciled in California; and
- Including affiliates, be either,
  - A business with 100 or fewer employees; an average annual gross receipts of \$15 million or less, over the last three tax years;
  - A manufacturer with 100 or fewer employees; or,
  - A micro business - a small business will automatically be designated as a micro business, if gross annual receipts are less than \$5,000,000; or the small business is a manufacturer with 25 or fewer employees.

Applications for small business certification may be obtained from the Office of Small Business and DVBE Services (OSDS) at 707 3rd St # 1-400, West Sacramento, CA 95605. A complete and certifiable application must be on file with OSDS by 3:00 p.m. on the date and time proposals under this RFP are due. In order to help ensure a timely certifiable document, applications should be submitted well before the RFP proposal submission deadline. It is the proposer's responsibility to contact OSDS to verify the completeness of the application. Incomplete documents are not certifiable. Proposer is required to include a copy of the Small Business Certification with their proposal if they seek the small business preference. Omission of the OSDS identification number may delay the award of preference points.

More information on Small Business Certification can be found at the [Department of General Services Procurement Division website](#), or call: (916) 375-4940.

The proposer:

- ☐ At the date proposals are due under this RFP, meets the above criteria as certified by OSDS (5 points)
- ☐ Does not meet the above criteria as certified by OSDS (0 points)

### 3.7 Protest

Notice of the proposed award shall be posted in a public place in the office of the Conservancy for five (5) working days prior to awarding the agreement. If any proposer, prior to the award of agreement, files a protest with the Conservancy and the Department of General Services, Office of Legal Services, 707 Third Street, 7<sup>th</sup> Floor, Suite 7-330, West Sacramento, CA 95605, on the grounds that the (protesting) proposer would have been awarded the contract had the agency correctly applied the evaluation standard in the RFP, or if the agency followed the evaluation and scoring methods in the RFP, the agreement shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter. It is suggested that you submit any protest by certified or registered mail. Within five (5) calendar days after filing the initial protest, the protesting proposer shall file with the Department of General Services, Office of Legal Services and the California Tahoe Conservancy a detailed statement specifying the grounds for the protest.

### 3.8 Disposition of Proposals and Confidentiality

Responses to this RFP become the exclusive property of the Conservancy. Under the laws of the State of California, proposals submitted may be considered a public record and will be available for inspection and copying by any person upon request. That said, the Conservancy recognizes that the proposal forms include information that is highly sensitive personal information (e.g., social security numbers, bank account numbers, personal contact information). The Conservancy will redact and withhold all such information from any public request for release. To facilitate segregation of confidential information, proposers are encouraged to flag (e.g., with margin notes and/or highlighting) any information they believe should be withheld from any public disclosure in response to a records request. Be advised, however, that under California law, the price proposed to a public agency is not a trade secret. If a request is made for information marked "Confidential," "Trade Secret," or "Proprietary," the Conservancy will evaluate the proposer's request and, in the event the Conservancy does not agree with the characterization, the Conservancy will provide the proposer who submitted the information with reasonable notice to allow the proposer to seek protection from disclosure by a court of competent jurisdiction.

#### **Section 4: List of Attachments**

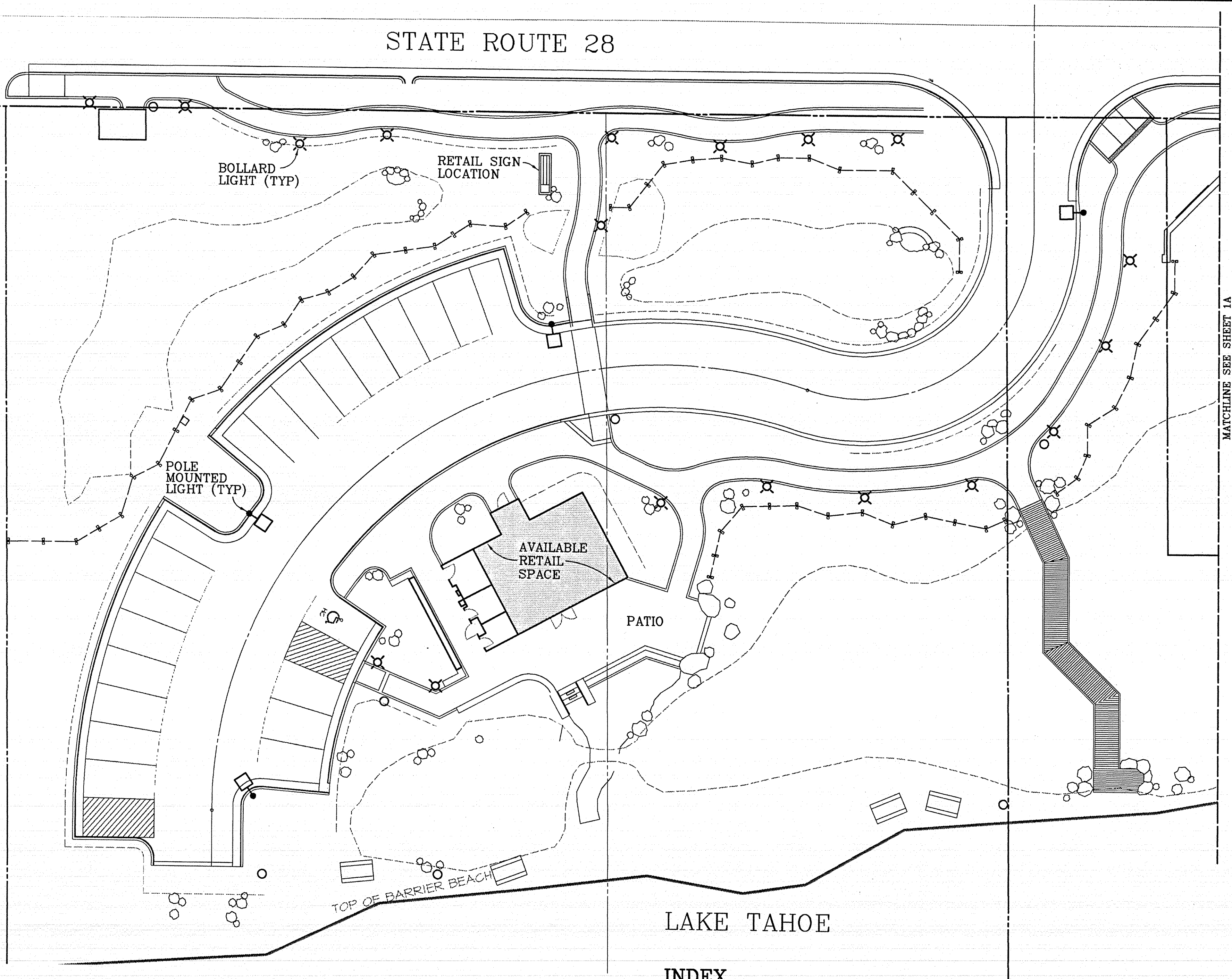
- A. Maps and Plans of the Site
- B. Minimum Maintenance Plan
- C. Sample Concession Agreement
- D. Standard Contract Terms
- E. Proposal Form
- F. Verification of Proposal
- G. Proposer's Questionnaire
- H. Proposer's Financial Statement
- I. Business Plan
- J. Scoring Sheet (for Reference)

**ATTACHMENT A**  
**Maps and Plans of the Site**





J:\96152\PHASE2\EXHIBIT\SH1-1.dwg Fri Oct 09 13:02:10 1998 K.B. FOSTER CIVIL ENGINEERING INC.



# INDEX

- 1.....SITE PLAN
- 1A.....SITE PLAN
- 2.....FLOOR PLAN
- 3.....ELECTRICAL FLOOR PLAN
- 4.....BUILDING ELEVATIONS
- 5.....BUILDING ELEVATIONS
- 6.....RETAIL SIGN ELEVATION

## Metric and English Equivalent Measures

Metric	English
1 meter	=39.37 inches or 3.28 feet
.3048 meter	=1 foot
2.54 centimeters	=1 inch
25.4 millimeters	=1 inch

**K.B. FOSTER**  
CIVIL ENGINEERING, INC.

Planning • Engineering • Surveying  
P.O. Box 129  
Carnelian Bay, CA 96140  
(530) 546-3381

DATE  
OCTOBER 1998

SCALE  
1" = 200'

DRAWN  
MNF

APPROVED BY

JOB NO.

SHEET  
**1**

SITE PLAN  
**CARNELIAN BAY PHASE 2**  
TENANT SITE EXHIBIT

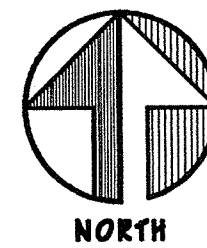
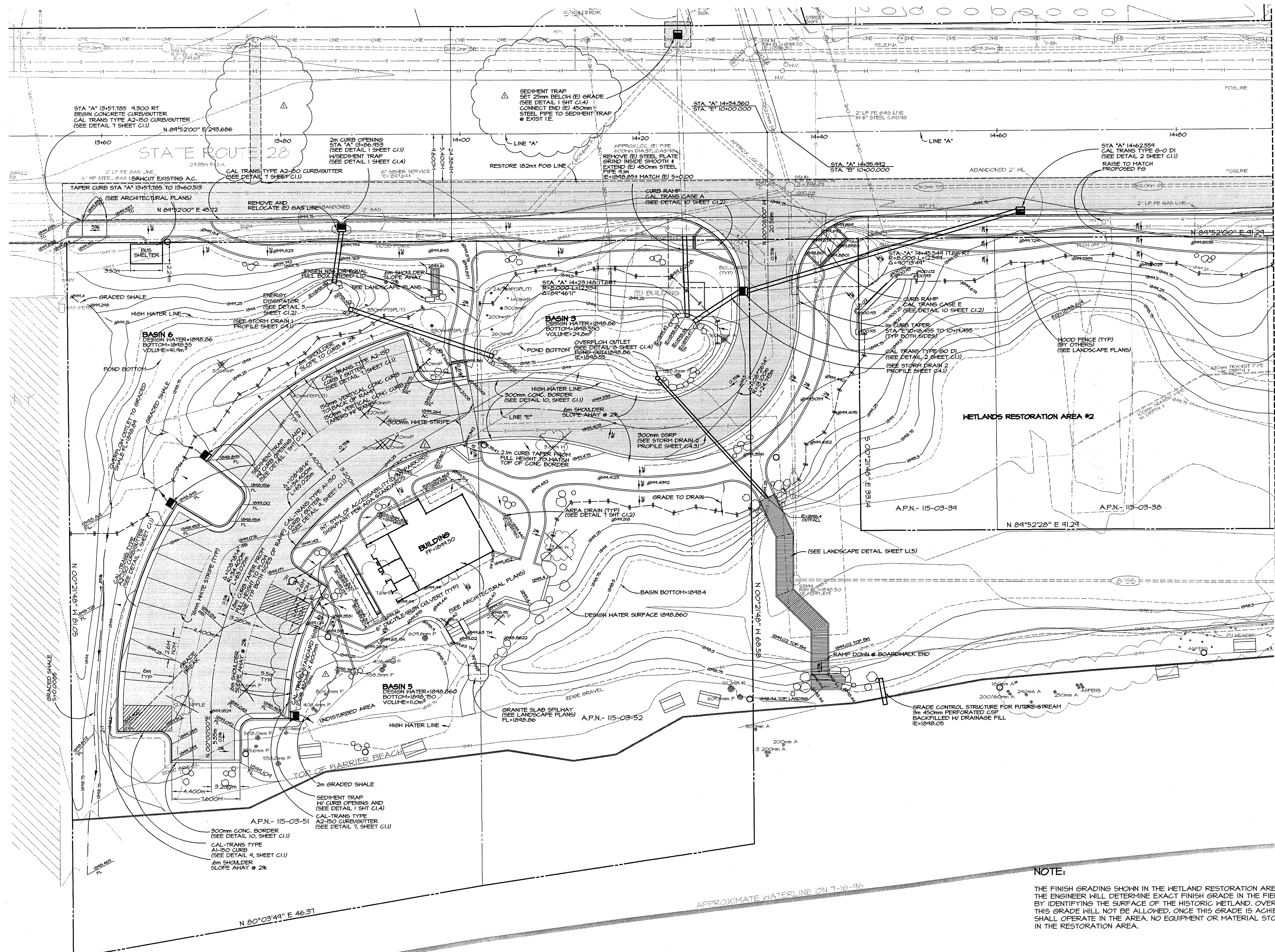
CARNELIAN BAY

PLACER COUNTY

CALIFORNIA

REVISIONS BY



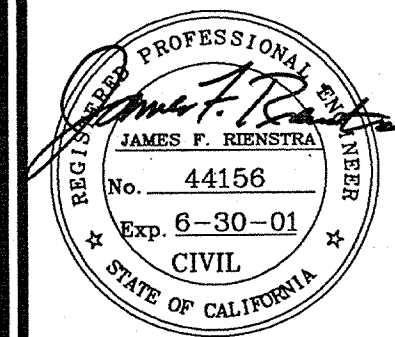


MATCH LINE SEE SHEET C2.2

NOTE:

THE FINISH GRADING SHOWN IN THE WETLAND RESTORATION AREA IS APPROXIMATE. THE ENGINEER WILL DETERMINE EXACT FINISH GRADE IN THE FIELD DURING EXCAVATION BY IDENTIFYING THE SURFACE OF THE HISTORIC WETLAND. OVER EXCAVATION BELOW THIS GRADE WILL NOT BE ALLOWED. ONCE THIS GRADE IS ACHIEVED, NO EQUIPMENT SHALL OPERATE IN THE AREA. NO EQUIPMENT OR MATERIAL STORAGE WILL BE ALLOWED IN THE RESTORATION AREA.

REVISIONS	
NO.	REVISION
1	REVISION #1 3/03/98



**CIVIL GRADING PLAN**  
**CARNELIAN BAY LAKE ACCESS & RESOURCE ENHANCEMENT PROJECT**  
**PHASE 2**  
**CALIFORNIA TAHOE CONSERVANCY**

**STATE OF CALIFORNIA**  
REAL ESTATE SERVICES DIVISION  
PROJECT MANAGEMENT BRANCH  
400 R STREET SUITE 5100  
SACRAMENTO, CA 95814  
REG. EDEN, PROJECT DIRECTOR  
PH. (916) 323-3357 FAX. (916) 322-1945  
PROJECT NO.: OPDM 0776

**K.D. FOSTER**  
CIVIL ENGINEERING, INC.  
Planning • Engineering • Surveying  
P.O. Box 128 96140  
Carmichael, CA 95628

DATE	FEB 1998
SCALE	1"=200'
DRAWN	JFD/STP/MHR
APPROVED BY	
JOB NO.	46152
SHEET	C2.1



REVISIONS	BY

CALIFORNIA

# ELECTRICAL FLOOR PLAN CARNELIAN BAY PHASE 2 TENANT SITE EXHIBIT

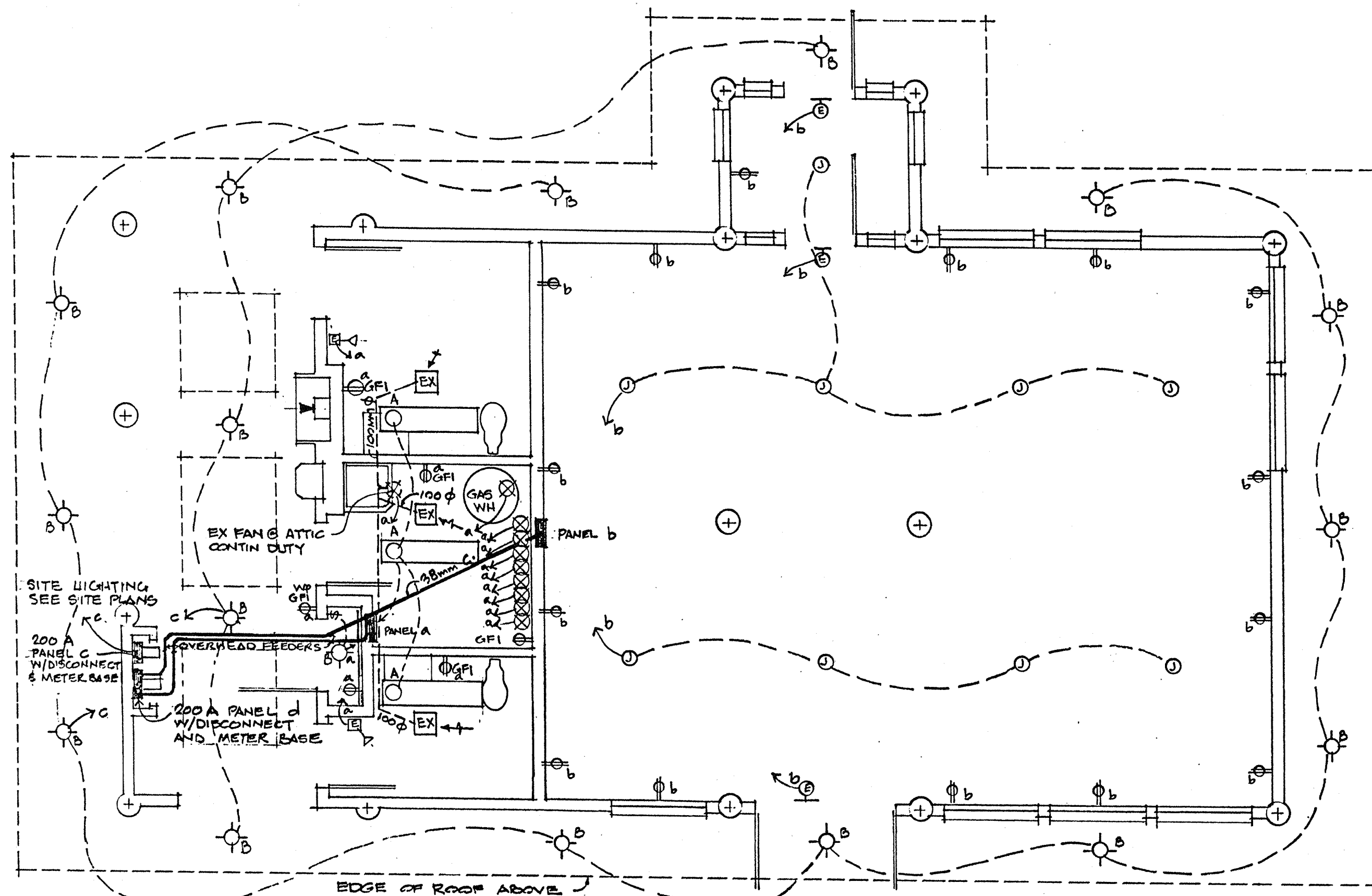
CARNELIAN BAY  
PLACER COUNTY

Planning • Engineering • Surveying  
P.O. Box 123  
Carnelian Bay, CA 95140  
(530) 546-3381

**K.D.FOSTER**  
CIVIL ENGINEERING, INC.

DATE  
OCTOBER 1998  
SCALE  
NOTED  
DRAWN  
MMR  
APPROVED BY  
JOB NO.  
SHEET

3



## LEGEND AND NOTES

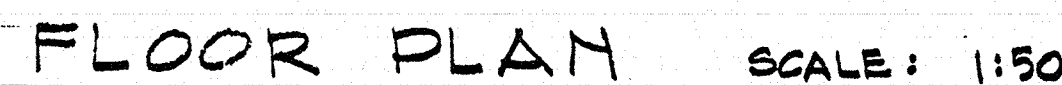
- ⊙ DUPLEX RECEPTACLE
- ⊙<sub>GFI</sub> DUPLEX RECEPTACLE, GROUND FAULT INTERRUPTED
- ⊗ MOTORS
- EX CEILING EXHAUST GRILLE
- METER BASE W/DISCONNECT SWITCH
- DISTRIBUTION PANEL "a" or "b" AS NOTED
- (2) TUBE FLUORESCENT FIXTURE 1200mm SURFACE MOUNTED
- ⊙ 47 W. METAL HALIDE SURFACE MOUNTED FIXTURE PHOTOLTAIC CELL SWITCHED
- A EMERGENCY BATTERY PACK LIGHT, MOUNTED AT 7' ABOVE FLOOR
- E EXIT LIGHTS
- J JUNCTION BOXES FOR FUTURE ELECTRICAL FIXTURES TO BE SWITCHED FROM PANEL

## PLACED COUNTY

CABINETIAN DAY







# K.B.FOSTER

## 2



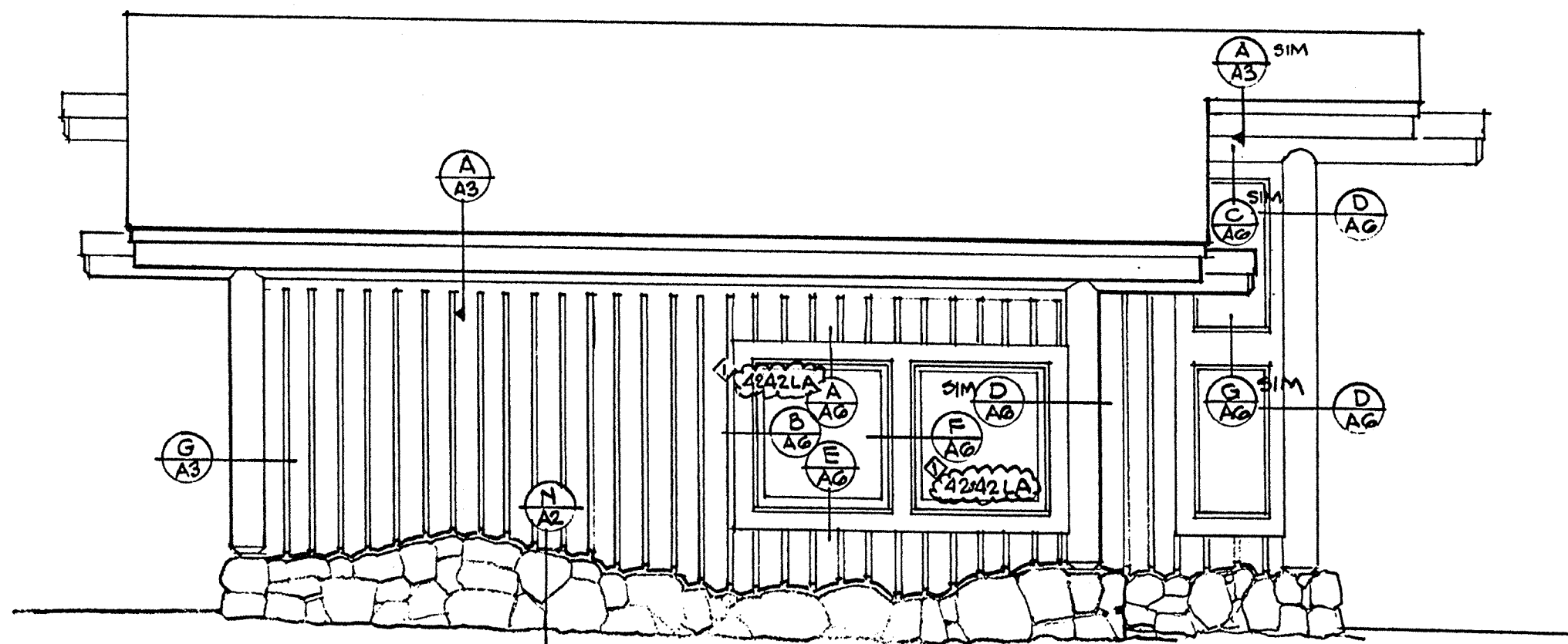
CEILING: 19x180 PINE PANELLING, BLIND NAILED, FINISHED 2 CTS NATURAL FINISH.  
WALL: 13 GWSB, TAPED AND TEXTURED, PAINT 2 CTS S.G.E.  
FLOOR: 300 x 300 x 3 VINYL TILE ON CONC SLAB, ADHESIVE FOR DAMP CONDITIONS.  
BASE AND TRIM: PINE LUMBER, FINISHED 2 CTS NATURAL FINISH TO MATCH CEILING.

- ② ROOM NUMBER
- ③ DOOR MARK NUMBER
- ▲ SHEAR WALL DESIGNATION WITH  
SHEAR WALL TYPE PER SCHEDULE
- ⊕ HOLD DOWN
- Ⓐ DETAIL DESIGNATION  
A2 DETAIL DRAWING LOCATION
- + 9.548 ELEVATION IN METERS
- ◇ REVISION DESIGNATION

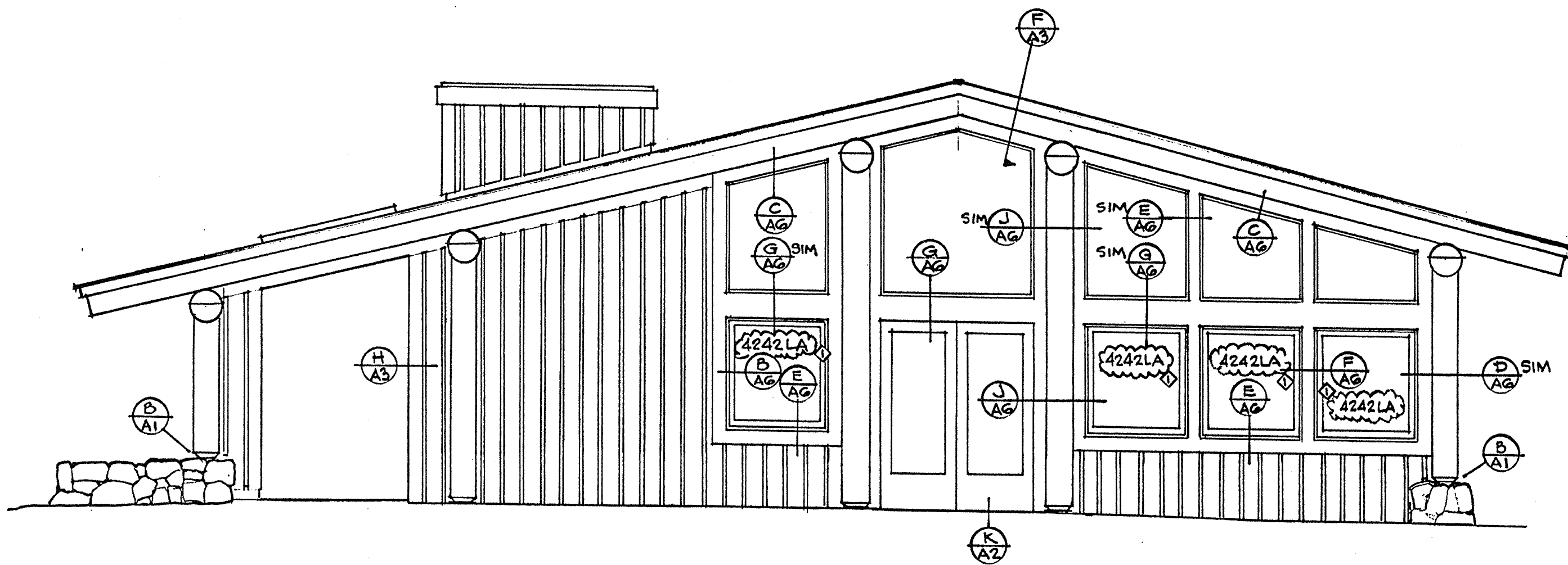
	THRESHOLD
	FLOOR DRAIN
	COLUMN MARK NUMBER
	INTERIOR ELEVATION THIS SIDE ROOM FINISH DESIGNATION
	WOOD FRAME WALL
	FLOOR SINK



J:\96152\PHASE2\EXHIBIT\SH1-4.dwg Fri Oct 09 11:05:06 1998 K.B. FOSTER CIVIL ENGINEERING INC.



EAST ELEVATION 1:50



SOUTH ELEVATION SCALE: 1:50

REVISIONS	BY

BUILDING ELEVATIONS  
CARNELIAN BAY PHASE 2  
TENANT SITE EXHIBIT

CALIFORNIA

PLACER COUNTY

CARNELIAN BAY

Planning • Engineering • Surveying  
P.O. Box 129 95140  
Carmichael, CA 95602  
(530) 556-3381

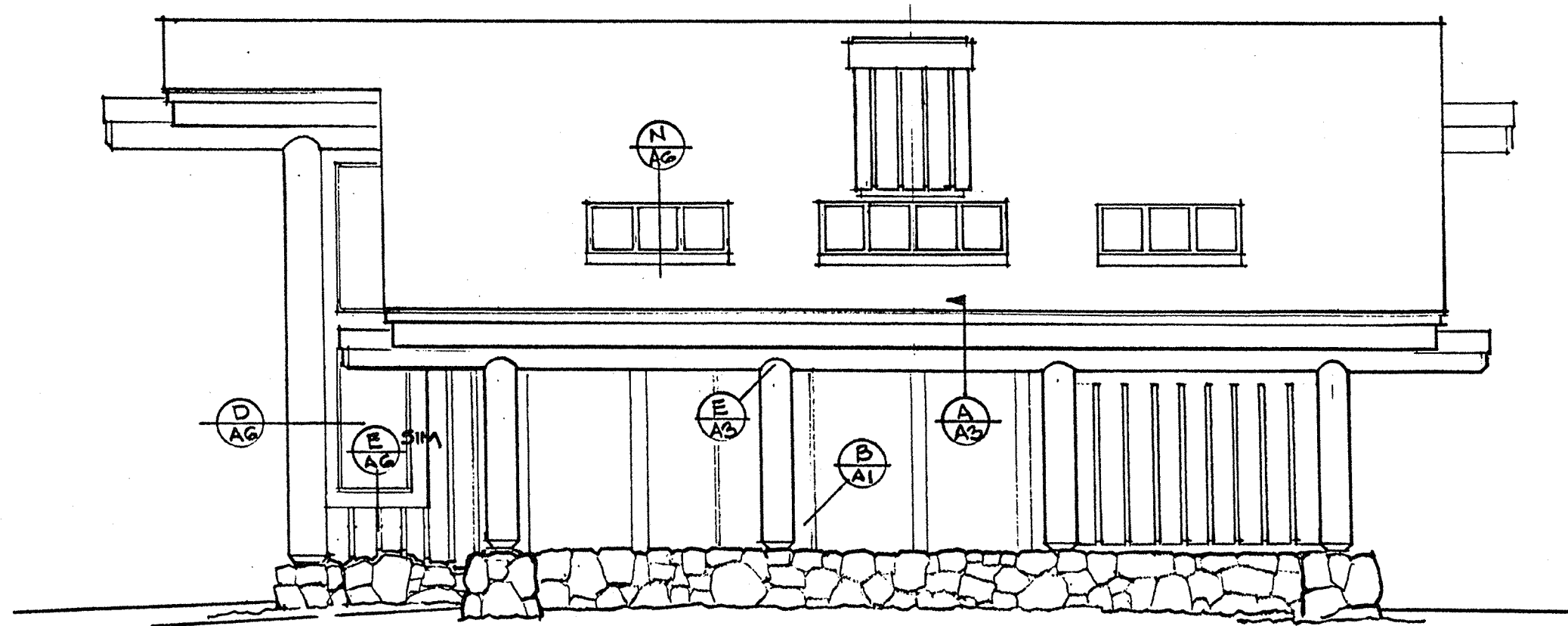
**K.B.FOSTER**  
CIVIL ENGINEERING, INC.

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OCTOBER 1998  
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MNR  
APPROVED BY  
JOB NO.  
SHEET

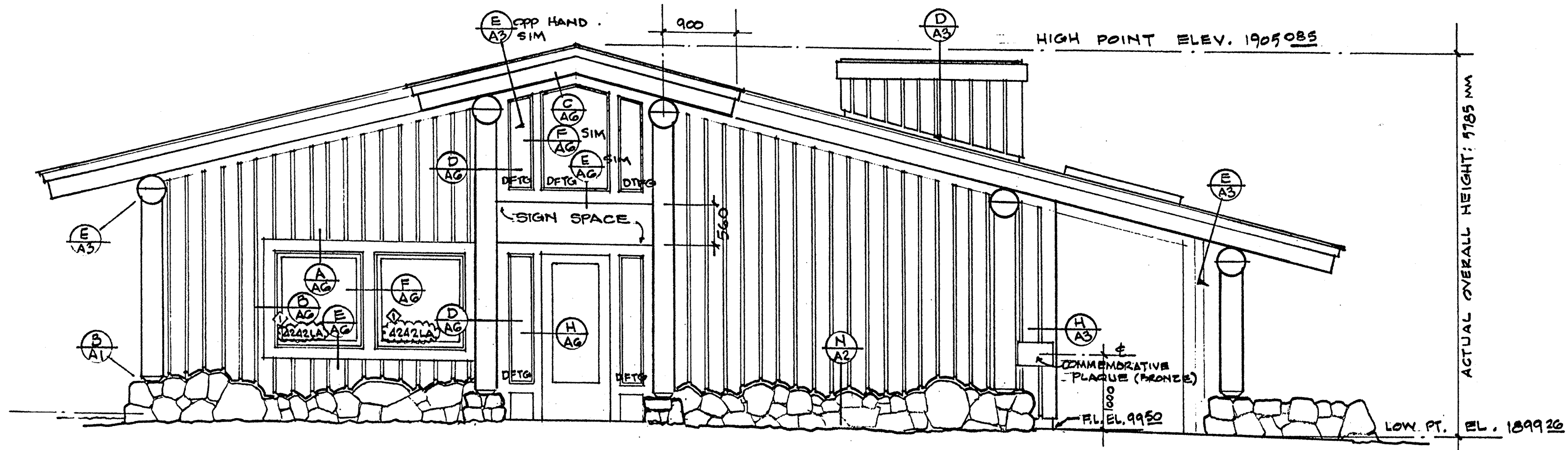
4



J:\96152\PHASE2\EXHIBIT\SH-5.dwg Fri Oct 09 11:33:43 1998 K.B. FOSTER CIVIL ENGINEERING INC.



WEST ELEVATION 1:50



NORTH ELEVATION SCALE: 1:50

REVISIONS	BY

BUILDING ELEVATIONS  
**CARNELIAN BAY PHASE 2**  
TENANT SITE EXHIBIT

CALIFORNIA

PLACER COUNTY

CARNELIAN BAY

Planning • Engineering • Surveying  
P. O. Box 129 96140  
Carnelian Bay, CA 95631  
(530) 526-3381

**K.B. FOSTER**  
CIVIL ENGINEERING, INC.

DATE  
OCTOBER 1998  
SCALE  
NOTED  
DRAWN  
MHR  
APPROVED BY  
JOB NO.  
SHEET

5

## ATTACHMENT B – MINIMUM MAINTENANCE PLAN

Concessionaire shall perform the following routine and periodic (as needed) services on the Site. Additional maintenance offered by the concessionaire's proposal may increase these obligations.

<b><u>Maintenance Item</u></b>	<b><u>Maintenance Standard</u></b>
a. Restroom maintenance and cleaning.	Daily or more frequently during high demand periods and as needed to avoid overflowing trash receptacles and unsanitary conditions, similar to what a fine business establishment would provide for its patrons. Ensure an adequate supply of paper and soap supplies at all times. Snow removal to restrooms during winter conditions, if the restrooms are in use.
b. Hydronic heating system	Flush annually; repair or replace if required. This may require professional plumber to properly flush/operate.
c. Interior (within structure) plumbing repairs or replacement	As necessary. Winterize as required to protect infrastructure.
d. All litter pick-up and trash disposal over the entire grounds, including regular emptying of trash cans, cleaning trash receptacles, and stocking mutt mitts	Year-round and as frequently as necessary to avoid overflowing trash receptacles and visible trash on the grounds. Animal-resistant trash receptacles and a dumpster enclosure are provided. Clean/powerwash and remove graffiti from trash receptacles. Recycling is encouraged where possible. Conflicts between recycling and wildlife shall be considered when managing any recycling program. Mutt mitts must be provided and stocked year-round.
e. Sign installation and maintenance.	Obtain required permits for all commercial signs. Maintain all signs such that they are well kept and legible. Install and maintain all regulation signage related to dogs and

	other issues that may come up requiring enforcement to protect resources and visitor experience. The Conservancy will maintain interpretive signage. Consult the Conservancy when replacing signage.
f. Exterior lighting maintenance and replacement.	As necessary; includes replacement of light bulbs in high and low-voltage lighting. Suggest using low energy, long-life bulbs.
g. Cleaning of picnic areas and maintenance of picnic tables.	Periodic, to provide a consistent, neat appearance. Tables tops and benches will be cleaned free of dirt and grease. The underside of tables will be swept clean of spider webs. All carvings and graffiti will be sanded out, and the tables sanded and stained as necessary due to weathering. The Concessionaire will be responsible for replacement of any table if needed and re-leveling of tables. Anchoring of tables if required to ensure that guests don't relocate them before winter winds bury them in lake or beach. If buried, dig them out in time for use during the high beach season.
h. Walkway and paverstone sweeping and landscape trimming, including sidewalk, patio, and interior walkways.	After spring snow melt and as needed through high use season for a consistent neat appearance.
i. Weed removal/control within walkways and paverstones.	Treat as required to eliminate weeds.
j. Powerwash paverstones	As needed to eliminate stains, grime, gum, etc.
k. Grounds maintenance, including all landscape vegetation and irrigation equipment	An initial consultation with Conservancy staff will clarify landscape standards. Maintain landscape plants in a healthy and viable condition. Maintain and keep in



	<p>good repair all irrigation equipment, including seasonal shut-down and start-up. Prune and thin vegetation to maintain visibility of lake and structures, but in a naturalistic, rather than manicured, manner.</p> <p>Any nails, ropes, game poles, etc. will be regularly removed from trees.</p> <p>No improvements (benches, tables, land coverage) shall be installed within the wetland basins.</p> <p>The area should be thoroughly cleaned and pruned of broken limbs and windfall as part of spring clean-up, before the vegetation leafs out. No landscape maintenance shall occur within the wetland basins during the bird nesting period, generally April 1- August 15. All litter will be removed.</p> <p>Report any erosion problems or other items that will need to be repaired during the season to the Conservancy.</p>
I. Hazard Tree Inspections	<p>Ongoing. Observe for potential hazards from dead or dying trees or limbs, particularly after winter and following windstorms during the peak operating season. Dead limbs shall be removed by the concessionaire; however, dead, beetle hit, or dying pines and firs should be reported to the Conservancy for assessment.</p>
m. Removal of excess road sand from landscape areas	As needed (spring activity).
n. Protection of wildlife	<p>Prevent harassment of wildlife by staff, guests, or contractors. This includes all nesting birds. Consult the Conservancy for guidance related to best deterrence practices, if needed (such as for woodpeckers or swallows). Prevent accumulation of garbage and lock dumpsters to prevent bears and ravens from accessing trash.</p>

o. Maintenance of boardwalk	As needed, including board replacement when necessary. Conservancy to provide materials. In high water events, the wetland basins may discharge to the lake from under the boardwalk. Should that occur, the area may need to be signed and flagged for public safety.
p. Parking Lot	Sweep periodically to maintain a consistent neat appearance free of leaves, sand, dirt, etc. Seal and stripe all asphalt driveway and parking areas bi-annually, or as needed to maintain a neat appearance. If inappropriate parking patterns develop, such as parking blocking the nonmotorized launch area or outside of parking stalls, painted curbs or signage may be required. Consult the Conservancy when restriping to ensure ADA compliance. Ensure that storm drains and flow paths are cleaned and debris-free to ensure proper function. Conservancy will perform vector service on drop inlets on a seasonal or as needed basis.
q. Car top Boat Launch	Ensure only nonmotorized craft launch at the site (hand carry only). Provide guidance regarding how to inspect craft for aquatic invasive plant and animal species and how to participate in the Tahoe Keepers program or equivalent. Should regulations change regarding inspection requirements prior to launching, it shall be the Concessionaire's responsibility to work with the regulatory agencies and meet their requirements.
r. Bus Shelter	Clean in and around bus shelter as necessary and empty trash.

s. Exterior building	Maintain and stain as needed to protect wood and prevent deterioration, especially on southerly and wind prone exposures.
t. Unforeseen problems	Work with Conservancy staff to negotiate unforeseen problems.

## **ATTACHMENT C – SAMPLE CONCESSION AGREEMENT**

The Sample Concession Agreement includes mandatory terms, but will be customized to suit the selected proposal and to incorporate terms of the Business Plan accepted as part of this concession.

In responding to the RFP, the Proposer must mark-up or otherwise identify language or sections in the Sample Concession Agreement that would need to be changed to fit the proposer's concession. The Proposer is not required to provide specific language; rather, identification of language or sections needing revision, preferably along with explanatory notes, will be sufficient.

Please be advised that some contract terms, including at a minimum the standard clauses shown in Attachment D to the RFP, are not negotiable.

---

CONCESSION AGREEMENT  
[DATE]

CONCESSIONAIRE: \_\_\_\_\_

PROJECT: PATTON LANDING AT CARNELIAN BAY

PARCEL: Placer County APNs 115-030-51, -52, -89, -90, -91, -92, -93, & -94;  
5166/5188 North Lake Boulevard  
Carnelian Bay, California 96140

This Concession agreement, hereafter "the Agreement," is entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the California Tahoe Conservancy ("the Conservancy") and \_\_\_\_\_ ("Concessionaire") (collectively, "the Parties"). The Parties agree as follows:

RECITALS

WHEREAS, the California Tahoe Conservancy (Conservancy) acquired certain real property for the purpose of constructing and maintaining the Carnelian Bay Lake Access and Resource Enhancement Project for public access and environmental benefits;

WHEREAS, the Carnelian Bay Lake Access and Resource Enhancement Project became one of the Conservancy's most significant lake access projects on Lake Tahoe's north shore, including 1,030 feet of lake frontage developed for public access, with 530 feet west of the Sierra Boat Company Marina (Carnelian West, 5074 North Lake Boulevard) and 500 feet to the east (Patton Landing, 5166/5188 North Lake Boulevard);

WHEREAS, Patton Landing was developed in 1998 as part of the Carnelian Bay Lake Access and Resource Enhancement Project, Phase II, which included the dual goals of enhancing regional lake access and beach recreation opportunities and supporting the Carnelian Bay Community Plan's goals and objectives of enhanced beach access, wetland restoration, and improved water quality treatment opportunities, wildlife habitat, and scenic values;

WHEREAS, the Conservancy authorized \$1,880,000 in site improvements for the 2.2 acre Patton Landing site in July 1998, including 723 square feet (net) of building with 864 square feet of adjacent paver-stone patio, two public restrooms and a maintenance storage room consisting of 178 square feet with an adjoining breezeway, parking (21 spaces), a car-top boat launch, 600 square feet of exterior storage area designated for non-motorized boat equipment, a dumpster enclosure, a sidewalk and bus shelter along State Route 28, associated landscaping and irrigation, a wooden boardwalk, and wetland restoration area;

WHEREAS, the project's development permits provide the framework for operating Patton Landing and the Conservancy's design of the site incorporated improvements that were accessory to the Beach Recreation use to provide a long-term source of revenues for the operation and maintenance of the Property;

WHEREAS, pursuant to Government Code Section 66907.9 the Conservancy may enter into agreements, including agreements for concession services, for the management of its land and the Board has historically authorized entering into operational agreements with a variety of

concessionaires;

WHEREAS, recreation-oriented concessioned uses for the facility must enhance lake access visitation at the site and be compatible with the size and patronage of the facility and site;

WHEREAS, concession operations must be complementary and accessory to beach recreation, enhancing the public's use and enjoyment of the site by providing services which directly support beach recreation and which recognize that the site's primary purpose is to provide unrestricted public access to Patton Landing's amenities, including year-round lake and beach access, as well as access to picnic and interpretive areas and the car-top boat launch facility;

WHEREAS, the Concessionaire must provide maintenance and security for the site year-round and in a manner appropriate for a high quality public lake access facility;

WHEREAS, the Conservancy Board on March 14, 2019 authorized the Conservancy Executive Director to solicit bids for a concession agreement and enter into an agreement with the successful bidder;

WHEREAS, in \_\_\_\_\_ 2019, the Conservancy issued a Request for Proposal (RFP);

WHEREAS, Concessionaire submitted the highest scored proposal in response to the RFP;

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained, the Parties intend to enter into this Concession Agreement setting forth the terms and conditions of Concessionaire's operation of the Conservancy's Patton Landing Facility at Canelian Bay:

1. Description of Premises. Patton Landing is approximately two acres in size with approximately 500 feet of lake frontage, 723 square feet of useable building space, 864 square feet of adjacent paver-stone patio, a 178 square foot maintenance storage room, a 600 square foot exterior storage area designated for non-motorized boat equipment, an adjoining breezeway, twenty-one parking spaces, a car-top boat launch, two public restrooms, a three-sided dumpster enclosure, a sidewalk and bus shelter along State Route 28, and on-Site pedestrian pathways, boardwalk, picnic tables, animal-resistant garbage cans, landscaping and irrigation. ("the Premises") as denoted by **Exhibit 1**. The Conservancy hereby agrees to grant a concession to Concessionaire for the purposes stated below to operate and maintain a concession on the Premises pursuant to the terms and conditions of this Agreement.

2. Use and Condition of Premises. As further limited below, the Premises shall be used and occupied only for the following purposes:

- General public beach use and car top, nonmotorized boat launching (which Concessionaire shall support by having trained staff to educate launchers regarding vessel inspection for aquatic invasive species);
- Year-round café/coffee house; and
- Non-motorized, beach-oriented recreation equipment rentals at minimum between Memorial Day and one weekend after Labor Day, between 9:00 a.m. and one hour before sunset.

Concessionaire, at Concessionaire's expense, shall maintain the Premises in a clean, safe, and sanitary condition consistent with the Minimum Maintenance Plan (**Exhibit 2**). The Conservancy and its agents shall have the right to enter the Premises at any reasonable time to inspect the same.

Concessionaire acknowledges and agrees that the Premises is public land and shall be open for public use and enjoyment. As such, Concessionaire acknowledges and agrees that unrestricted public recreational use (including but not limited to beach and lake access, picnicking, water sports and other lake related public recreational activities), will occur on the Premises. Concessionaire, and Concessionaire's customers, as members of the public shall have the right to use all portions of the Premises, but Concessionaire's right shall be no greater than that which would be afforded to members of the public generally, and the level and manner of public use of these areas as well as the level and manner Concessionaire's use and Concessionaire's customers' use shall be subject to the absolute discretion of the Conservancy.

Concessionaire acknowledges and agrees that the Conservancy shall not be responsible to Concessionaire for any loss or injury which Concessionaire may suffer as a result of public use of the Premises, the level or manner of such use, or the Conservancy's refusal or failure to regulate such use.

3. Signs and Advertising. Concessionaire may display only signs and notices which are connected with the business(es) of Concessionaire contemplated by this Concession. All of Concessionaire's signs and notices shall comply with all Placer County and Tahoe Regional Planning Agency (TRPA) ordinances and be properly maintained. Concessionaire is responsible for securing all necessary permits.

The installation of all signs, improvements and structures on the Premises shall require and be subject to the prior written approval of the Conservancy's Executive Director or his designee.

- (a) Freestanding sign. Concessionaire is permitted one freestanding sign. A freestanding sign base has been constructed adjacent to State Route 28. Sign must be placed in base provided, and must use existing lighting. No interior lighting will be allowed. Sign face not to exceed twenty square feet gross area. Per Placer County standards, the area of the second side of a two-sided sign, if identical to side one, does not count as additional signage.
- (b) Building-mounted sign. Tenant is permitted one building-mounted sign. Building-mounted sign must be placed on north wall over primary entry as designated on plan sheet 6. Building sign dimensions not to exceed ten square feet gross area. Building sign must be either: (1) non-illuminated; (2) exterior illuminated; or (3) individually mounted letters with interior illumination. Interior-illuminated can signs are not permitted.
- (c) Window signs. Tenant may be allowed window signage in addition to otherwise permitted building-mounted and freestanding signs. Said signs shall not occupy greater than twenty (20) percent of the window area wherein they are attached, painted, or placed behind.
- (d) Temporary, portable or vehicular signs. Temporary or portable signs are prohibited unless permitted by Placer County and the Tahoe Regional Planning Agency and specifically authorized by the Conservancy. Temporary or portable signs shall include,

but shall not be limited to, the following: "A" frame signs, sandwich boards, any sign attached to park signage, structures or utility poles, any banners, balloons, gas-filled balloons or streamers, any product or sign mounted on a vehicle, or site furnishings such as umbrellas or outdoor storage of materials intended to function as advertisement for a product or service. Vehicles with signs permanently painted on their exterior are prohibited from being parked or located so as to function as identification or directional signs to identify the business or product.

- (e) Notwithstanding the above, the Conservancy reserves the right to object, at its sole discretion, to the placement and display of any sign and such objection shall require the removal of such sign within thirty (30) days.

#### 4. Storage, Parking, Restrooms.

- (a) Storage: Outdoor storage of kayaks, canoes, or other non-motorized rentals shall be limited to the 600 square foot area in the location designated on **Exhibit 3**. Racks may be temporarily installed in this location to facilitate efficient storage. A small locker/storage box is also available at the rear of the dumpster enclosure for small items. A portion of the mechanical room and the concession space may also be used for indoor storage of equipment as well. Additional outdoor storage of materials, supplies or equipment is prohibited unless specifically approved by the Conservancy.
- (b) Parking. The parking lot is intended for unrestricted public use for visitors of Patton Landing. There is no reserved parking for Concessionaire. The Conservancy may, in its sole and absolute discretion, adopt rules for the use of the parking lot.
- (c) Rest Rooms. It is the responsibility of Concessionaire to ensure that both rest rooms are open and available for public use at a minimum from 10 am to 6 pm daily between May 1 – October 15 of each year and at all times that the café or nonmotorized boating equipment rentals are operating or special events or activities are occurring.

5. Limitations on Use. Concessionaire shall not use the Premises for any purpose other than that set forth in Section 2 above. In the event Concessionaire wishes to propose a new use not identified in this Agreement, Concessionaire must do so in writing. The Conservancy will review such proposals and may, in its sole discretion, authorize such use to the extent it is consistent with the Conservancy's objectives for the Premises as outlined in the Request for Proposals attached as **Exhibit 4**, and which is hereby incorporated by reference.

Except as expressly authorized below, Concessionaire is prohibited from doing any of the following on the Premises: (1) having exclusive, commercial, or private special events that use the public beach area outside of the permitted nonmotorized recreation rental designated area; (2) sale of alcohol other than beer or wine; and (3) merchandise sales or other business activities unrelated to non-motorized recreational equipment rentals or the café/coffee house.

The Conservancy shall be responsible for the management of public and private use of the Premises, provided however that Concessionaire is authorized to act as the Conservancy's agent to manage the Premises on a day-to-day basis and to ensure enforcement of all local and State laws on the Premises. The public will be informed of Concessionaire's management authority on behalf of the Conservancy and provided with contact information in event the public wishes to lodge a complaint.



### Authorized Special Events and Activities

- Up to five private special events and activities, occurring within, and consistent with the capacity of, the café concession space and patio, may occur outside of the normal business hours between Memorial Day and Labor Day or at any time outside of this high season period for the purpose of enhancing partnerships with agencies, local businesses, service groups, and residents to participate in supporting the goals and objectives of enhancing regional lake access and beach recreation, wetland restoration, water quality, wildlife habitat and scenic opportunities. The Conservancy should be consulted for authorization if any more than five private special events are proposed in any calendar year;
- Private kayak tours may launch from the site occasionally, outside of normal business hours, not to interfere with public use of the site;
- Only one private kayak tour or special event may occur on site at any time and such events are never authorized on the public beach. The public beach shall always be available for public use during such events;
- Up to five non-exclusive community events that utilize the Premises, with the exception of restored or landscaped areas, are allowed to encourage public familiarity and use of the site. The Conservancy should be consulted for authorization if any more than five such events are proposed in any calendar year. When a community event is sponsored by an entity other than the concessionaire, the concessionaire shall notify the Conservancy two weeks in advance of such an event and provide the Conservancy with a copy of the completed Special Event Permit (**Exhibit 5**) and all evidence of proper insurance for the activity.

This Agreement does not confer upon Concessionaire any drilling rights or any water or mineral rights or the right to extract or remove any timber, water, or minerals of any kind from the Premises. Concessionaire shall not (1) explore for, mine, extract or remove any minerals of any kind, including without limitation oil, natural gas, hydrocarbon substances, geothermal steam, brines or minerals in solution, quarry or stone, sand or gravel, (2) commit any waste on or damage to the Premises, (3) remove any earth, soil, sand or rocks beyond that reasonably necessary to perform the activities authorized in Section 2, (4) destroy, cut, or remove any timber, trees or firewood standing or lying on the Premises, (5) use the Premises in any manner for any unlawful purpose or in any manner that may constitute a nuisance to occupants of adjacent properties, or (6) knowingly permit others to commit any of said acts.

The Conservancy makes no representations or warranties concerning the condition of the Premises. This Agreement is subject to all easements, leases, liens, conditions, restrictions, encumbrances and claims of title which may affect the Premises. Concessionaire accepts the Premises (including, without limitation, Conservancy-owned improvements) in their present condition and without any representation or warranty by the Conservancy as to the condition of such Premises or improvements, and the Conservancy shall not be responsible to Concessionaire for any defect or change of conditions in the Premises or such improvements, and damage occurring thereto, or for the existence of any violation of any municipal, County, regional, State, bi-State or Federal law, order, rule, regulation or ordinance.

Concessionaire shall comply with all applicable municipal, County, regional, State, bi-State and/or federal laws, orders, rules, permits, regulations and/or ordinances, including but not limited to best management practices.

6. Term of Concession. The term of this Concession shall be ten (10) years, commencing from the date of this Agreement ("Effective Date"). Additionally, either party may terminate this agreement at its sole discretion by providing the other party with six month's advance written notice.

Upon the commencement of the seventh year of this Agreement, Concessionaire may submit a written request to the Conservancy for an extension of this Agreement for up to ten (10) additional years. Concessionaire acknowledges that the Conservancy has no obligation to extend the term of this agreement and that the decision to extend the term shall be at the sole discretion of the Conservancy and pursuant to such terms, conditions and procedures as the Conservancy may elect. Any extension of the term of this Agreement is additionally subject to the approval of the Conservancy's governing Board.

7. Rent. Concessionaire's rent shall be \_\_\_\_\_, due upon \_\_\_\_\_.

8. Security Deposit. Upon execution of this Agreement, Concessionaire shall also pay to the Conservancy, in the form of a cashier's check, money order, or other instrument acceptable to the Conservancy, or through the deposit of funds through an interest bearing account in the name of and payable to the Conservancy, the sum of ten thousand dollars (\$10,000.00) for the term of this Agreement.

If at any time during the term of this Agreement Concessionaire is in default, the Conservancy may elect to terminate the Agreement and/or use the security deposit, or any portion of it, to cure the default or to compensate the Conservancy for any and all damage sustained by the Conservancy as a result of Concessionaire's default. Concessionaire shall immediately on demand pay to the Conservancy a sum equal to the portion of the security deposit expended or applied by the Conservancy as provided in this section so as to maintain the security deposit in the sum deposited with the Conservancy. If Concessionaire is not in default at the expiration or termination of this Agreement, the Conservancy shall return the security deposit to Concessionaire. Unless Concessionaire places the security deposit in an interest bearing account in the name of and payable to the Conservancy, the Conservancy shall not be required to pay Concessionaire interest on the security deposit. For purposes of this section, "default" means Concessionaire's failure to pay the rent or utilities, or failure to maintain the Premises in accordance with the Minimum Maintenance Plan.

9. Records and Reports. Concessionaire shall keep separate true and accurate books and records showing all of Concessionaire's business transactions under this Agreement in a manner conforming to industry standards and practices and in a manner acceptable to the Conservancy. In addition, documentation of all private and community Special Events and Activities shall be provided annually, at the end of the calendar year, and upon the Conservancy's request.

Copies of all sales and use tax returns submitted by Concessionaire to the California State Board of Equalization, the Employment Development Department, the Franchise Tax Board, or any other governmental agency shall be submitted to the Conservancy concurrently with any other reports required by this section to be submitted.

The Conservancy shall have the right through its representative and at all reasonable times to conduct such audits as it deems necessary and to examine and copy Concessionaire's books and records including all tax records. Concessionaire hereby agrees to make all such records, books and tax returns available to the Conservancy upon the Conservancy's request therefore.

The Conservancy reserves the right to audit, examine and copy all books, records and tax returns of Concessionaire concerning its operations under this Agreement at any time during the term of this Agreement and for up to three (3) years following the expiration or termination of this Agreement. Concessionaire agrees to cooperate with any such audit.

10. Rates, Charges and Quality of Goods and Services. Service to the public, with goods, merchandise, and services of high quality and at reasonable charges, is of prime concern to the Conservancy and is considered a part of the consideration for this Agreement. Therefore, Concessionaire agrees to staff, operate and manage the services and facilities offered in a first-class manner, and comparable to other first-class concessions providing similar facilities and services.

The Conservancy shall have the right of access to and the right to inspect the schedule of prices and rates for goods sold or services rendered or performed upon the Premises. If the Conservancy determines any rate, fee, charge or price to be unreasonable or inappropriate, the same shall be modified as directed by the Conservancy after Concessionaire has been advised and given a reasonable opportunity to justify such rate, fee, charge or price. Concessionaire shall post rates, fees, charges and prices for all goods and services in such places as may be designated by the Conservancy and shall, upon written request by the Conservancy, provide the Conservancy with a complete written schedule of such rates, fees, charges and prices.

The Conservancy reserves the right to prohibit or modify the sale or rental of any item, accommodation, or service to ensure that the public receives, in the Conservancy's sole discretion, adequate safety consideration, fair pricing, proper service and appropriate quality.

Concessionaire shall select, train and supervise its employees in a manner consistent with a high quality, service oriented business. Concessionaire and Concessionaire's employees shall be hospitable and courteous in their relations with customers, other members of the general public utilizing the Premises or surrounding property. A competent person shall be on the Premises at all times while the concession is in operation. If the on-site manager is other than the Concessionaire, the Conservancy reserves the right to approve such manager.

11. Utilities. Concessionaire shall be responsible for all garbage, telephone service and any other utility or other service supplied to the Premises at Concessionaire's request. Gas, electricity, water and sewer are currently contracted for by the Conservancy and shall be transferred to the Concessionaire. Concessionaire shall be responsible for all utility costs attributable to the Premises, including water, sewer, gas, electric, sanitation, telephone/internet.

12. Taxes. Concessionaire shall pay, before they become delinquent, all taxes and assessments which now are or may become a lien upon or against the Premises by reason of Concessionaire's interest in the Premises, including any sales, business, or gross income taxes.

Concessionaire understands that should this Agreement create a possessory interest subject to property taxation, Concessionaire shall be subject to the payment of property or possessory interest taxes levied on such interest and the Conservancy shall not be responsible for any such taxes.

13. Maintenance of Premises. Concessionaire shall be solely liable for any damage to the Premises resulting from the acts or omissions of Concessionaire, its employees, customers, the public or its authorized representatives. Concessionaire shall, at its cost, maintain, in good and safe condition, all portions of the Premises.

The term "maintenance" for the purposes of this agreement is defined as all repair and preservation work necessary to maintain the Premises in good state of repair, as well as to preserve them for their intended purpose for an optimum useful life. "Maintenance" also include the activities listed in the Minimum Maintenance Plan attached as **Exhibit 2**. Maintenance shall not include repair of damage stemming from any one incident caused by vandalism, accidents, (other than acts of vandalism or accidents resulting from the acts or omissions of Concessionaire and its employees), weather and other natural causes, and which involves costs exceeding \$10,000.

Should Concessionaire fail, neglect, or refuse to undertake and complete any required maintenance, the Conservancy shall have the right to perform such maintenance or repairs for Concessionaire. In this event, Concessionaire shall promptly reimburse the Conservancy for the cost thereof, provided however, that the Conservancy shall first give the Concessionaire ten (10) days written notice of its intention to perform such maintenance or repairs. Within that notice period, the Concessionaire may proceed with such maintenance or repairs at Concessionaire's own expense, in which event the Conservancy may withdraw from the undertaking. Concessionaire agrees to reimburse the Conservancy for the Conservancy's costs and expenses. Concessionaire's failure to reimburse as required shall constitute grounds for the Conservancy to draw funding from the Security Deposit, consistent with Section 8, above.

The Conservancy shall not have the responsibility to maintain the Premises, and Concessionaire waives the provisions of Civil Code Sections 1941 and 1942 with respect to the habitability standards for dwellings and a tenant's right to make repairs and deduct the expenses of such repairs from rent.

14. Alterations/Improvements. Concessionaire shall not make any alterations to the Premises or surrounding State property without the prior written consent of the Conservancy. Concessionaire shall give the Conservancy at least thirty (30) days' written notice in advance of the commencement of any work or construction of, or repairs upon, any structures located upon the Premises, except emergency repairs, and shall give the Conservancy prompt written notice of such emergency repairs. Prior to the commencement of any alterations or repairs to the Premises, Concessionaire shall comply with all laws and obtain all required approvals and permits and shall furnish evidence of such compliance to the Conservancy. Approval of any alterations/improvements is subject to the Conservancy's sole discretion.

15. Title to Improvements. Title to improvements existing or subsequently erected on or affixed to the Premises, regardless of who constructs such improvements, is in the Conservancy, and shall remain in the Conservancy upon any termination of this Agreement.

Title to Concessionaire's personal property not affixed to the Premises shall remain in Concessionaire.

16. Notices. All notices which may be given by either party to the other, shall be deemed to have been given when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed to such party at its address set forth under or opposite its signature to

this Agreement. Nothing herein contained shall preclude the giving of any such notice by personal service. Either party may change its address for the receipt of notice by giving written notice thereof to the other party in the manner herein provided.

17. Attorney's Fees. In case of suit to compel performance of, or to recover for breach of any covenant, agreement or condition herein written, the losing party shall pay the prevailing party's reasonable attorney fees in addition to the amount of judgment and costs.

18. Immediate Termination for Cause. The following are causes for immediate termination of this Agreement at the sole discretion of the Conservancy, following thirty (30) days' written notice and demand from the Conservancy for Concessionaire to cure the default, in accordance with Section 20.

- (a) Failure to perform any covenant or condition of this Agreement, including but not limited to failure for any reason to provide the "Required Services" described in the Request for Proposals attached as **Exhibit 4**, or to adequately maintain the Premises in accordance with the Minimum Maintenance Plan attached as **Exhibit 2**.
- (b) Specific conduct involving abusive or improper treatment of guests, clients or other persons using the Premises.
- (c) Specific conduct that brings the Conservancy into public disrepute, or adversely affects the Concessionaire's performance of its contractual duties.
- (d) Submission of a false statement of material fact to Conservancy, or an attempt to practice any fraud or deception in the performance of Concessionaire's duties.
- (e) Failure to pay the agreed upon rent for a period of three consecutive months, or for any six months during the term of this Agreement.

19. Immediate Termination for Frustration of Purpose. Concessionaire may unilaterally terminate this Agreement should an event or condition occur that prevents Concessionaire from realizing the essential purposes of this Agreement as defined under Section 2. Said occurrence or condition may include the destruction or partial destruction of the Premises. Immediate termination pursuant to this section shall be permitted only if said event or condition was not cause by Concessionaire and was beyond the reasonable control of Concessionaire to prevent. Changes in circumstances affecting the Premises shall not be construed as authorizing or requiring a change in the terms and conditions of this Agreement.

20. Default and Remedies. Subject to the other provisions of this section, if Concessionaire fails to cure any default under this Agreement within thirty (30) days after written demand by the Conservancy, the Conservancy may at its option, re-enter and take possession of the Premises, together with all improvements thereon and re-let them, or any part of them, to third parties for Concessionaire's account. At the direction of the Conservancy, Concessionaire shall execute any and all documents necessary to assign all of its rights to occupy, possess, and operate in or upon the Premises to the Conservancy's designed assignee, and upon such assignment, all rights of Concessionaire under this Agreement shall transfer to the assignee.

Concessionaire shall be liable immediately to the Conservancy for any costs or expenses the Conservancy incurs in re-letting the Premises. Said costs or expenses shall include those necessary to compensate the Conservancy for detriment proximately caused by Concessionaire'

s failure to perform its obligations under this Agreement, which, without limiting the generality of the foregoing, shall include any costs or expenses the Conservancy may incur in recovering possession of the Premises, in maintaining or preserving the Premises after such default, in preparing the Premises for a new concessionaire, in making repairs or alterations to the Premises, in clearing the Conservancy's title of any interest of Concessionaire, in paying for commissions or professional fees, and in paying any other costs or expenses necessary or appropriate to make the Premises operational by a new concessionaire.

Concessionaire shall pay to the Conservancy the rent due under this Agreement on the dates the rent is due, less the rent the Conservancy receives from any re-letting. No act by the Conservancy allowed by this Section shall terminate this Agreement unless the Conservancy notifies Concessionaire of its intent to terminate this Agreement. After Concessionaire's default and for as long as the Conservancy does not terminate Concessionaire's right to possession of the Premises, if Concessionaire obtains the Conservancy's consent, Concessionaire shall have the right to assign or sublet its interest in this Agreement, but Concessionaire shall not be released from any liability.

A waiver by the Conservancy of any default shall not be deemed to be a waiver of any other or subsequent default.

21. Disputes. In the event of any dispute arising out of this Agreement, the Concessionaire shall file a "Notice of Dispute" with the Conservancy within ten (10) working days of discovery of the problem. Within ten (10) working days of such notification, the Conservancy's Executive Director shall meet with a representative of the Concessionaire for the purpose of resolving the dispute. If the Executive Director is unable to resolve the dispute to the Concessionaire's satisfaction, the matter shall be referred to the governing board of the California Tahoe Conservancy for its decision. If, following review by the Conservancy's governing board, the dispute cannot be resolved to the Concessionaire's satisfaction, the Concessionaire may process any claims arising therefrom pursuant to Government Code Section 900 et seq. or pursue any other legal or equitable remedy.

22. Sub-Concessions. Concessionaire shall not, at any time, sublet the Premises or any part thereof, or any building or structures thereon, without the prior written consent of the Conservancy Executive Director or designee. Said written consent shall not alter the responsibilities and obligations of the Concessionaire under this Agreement. Additionally, any agreement to so sublet shall incorporate this Agreement, and shall contain a provision requiring the sublessee to be bound by the terms and conditions of this Agreement.

No interest of Concessionaire shall be assignable by operation of law or other involuntary assignment. An involuntary assignment shall constitute a default by Concessionaire and the Conservancy shall have the right to terminate this Agreement.

23. Deprivation of Premises In case Concessionaire shall (except by act or omission of the Conservancy) be lawfully deprived of the possession of the Premises, or any part thereof, Concessionaire shall notify the Conservancy in writing, setting forth in full the circumstances in relation thereto, whereupon the Conservancy may, at its option, either reinstall Concessionaire in possession of the Premises, or terminate this Concession and refund to Concessionaire the pro rata amount of the rental theretofore paid in advance covering the period from and after the receipt of such notice, computed upon that portion of the Premises the use whereof Concessionaire is so deprived, whereupon no claims for damages of whatsoever kind or character incurred by Concessionaire by reason of such dispossession shall be chargeable against the Conservancy.

24. Casualty Loss. If, during the term of this Agreement, the Premises are totally or partially destroyed at no fault of Concessionaire or its employees, the Conservancy may restore the Premises to substantially the same condition as they were immediately before destruction. Such destruction shall not terminate this Concession. If the Conservancy elects not to restore the Premises, either party may terminate this Agreement.

25. Abatement or Reduction of Rent. In the event that the Premises are totally or partially destroyed at no fault of Concessionaire or its employees, there shall be an abatement or reduction of rent between the date of destruction and the date of completion of repairs or termination whichever occurs first, based on the extent to which the destruction interferes with Concessionaire's use of the Premises.

26. Compliance with Law. Concessionaire shall comply with all laws, ordinances and governmental rules and regulations and shall furnish evidence of such compliance upon request. Any modifications or improvements to the Premises required by such laws shall be the responsibility of Concessionaire and Concessionaire shall be responsible for the costs of such repairs or modifications. Concessionaire shall obtain and comply with all required permits, and approvals of the Conservancy. Concessionaire agrees to indemnify the Conservancy against any and all liability, cost, expense, fines or penalties which the Conservancy may incur due to Concessionaire's failure to comply therewith.

27. Hazardous Materials. Except as otherwise permitted in this Concession, Concessionaire shall not use, create, store or allow any Hazardous materials on the Premises. Hazardous materials are those substances listed in Division 4, Chapter 20, Article 9, of Title 22, California Administrative Code, or those which meet the toxicity, reactivity, corrosivity or flammability criteria of Article 11 of the above Code, as well as any other substance which poses a hazard to health or environment.

In no case shall Concessionaire cause or allow the deposit or disposal of any such substance on the Premises.

Products necessary for routine cleaning, operation, and maintenance of the property may be kept on the Premises in quantities reasonable for current needs. Additionally, fuel stored in a motor vehicle for the exclusive use in such vehicles is excluded.

Upon advance written notice to Concessionaire, the Conservancy, and its agents or subcontractors, shall have the right to go upon and inspect the Premises and the operations conducted thereon to assure compliance with the requirements herein stated. This inspection may include taking samples of substances and materials present for testing.

Breach of any of the covenants, terms and conditions of this section shall give the Conservancy authority to immediately terminate this Concession. It is the intent of the Parties that the Concessionaire shall be responsible for and bear the entire cost of removal and disposal of hazardous materials or waste introduced to the Premises during Concessionaire's use and possession thereof. The Concessionaire shall also be responsible for any cleanup and decontamination on or off the Premises necessitated by such materials or waste.

Concessionaire shall further hold the State and the California Tahoe Conservancy and their officers or employees, harmless from all responsibility, liability and claim for damages resulting

from the presence or use of hazardous materials on the Premises during the Concessionaire's period of use and possession.

28. Spills or Pollution. Should any leakage, spillage, or pollution of any type occur upon the Premises due to Concessionaire's use and occupancy of the Premises, Concessionaire, at its expense, shall be obligated to clean the Premises to the satisfaction of any and all governmental agencies having jurisdiction thereover.

Concessionaire shall promptly and fully reimburse and indemnify the Conservancy should the Conservancy suffer or incur any fine, penalty, cost or charge due to such leakage, spillage, or pollution upon the Premises.

Any related expense of required compliance with Federal, State or local environmental regulations incurred by the Conservancy or Concessionaire shall be borne by Concessionaire, including any finds and judgments levied against the Conservancy or the Premises.

29. Bankruptcy. If Concessionaire (1) is adjudicated a bankruptcy, (2) makes an assignment for the benefit of creditors, or (3) files a voluntary petition under any law (having for its purpose the adjudication of Concessionaire a bankrupt or the extension of time of payment, composition, adjustment, modification, settlement or satisfaction of the liabilities of Concessionaire), or if a receiver is appointed for the property of Concessionaire by reason of the insolvency of Concessionaire, the Conservancy shall have the immediate right to terminate this Concession and to take exclusive possession of the Premises. The acceptance of rent or other payments for the use of the Premises shall not constitute a waiver of the Conservancy's right to terminate this Concession as above set forth.

30. Liens. Concessionaire shall fully pay for all materials joined or affixed to the Premises by Concessionaire or at Concessionaire's request, and pay in full all persons who perform labor upon the Premises and shall not permit or suffer liens or encumbrances of any kind or nature to be enforced against the Premises for any work done, or materials furnished, thereon at the Concessionaire's instance or request. If any such liens or encumbrances are filed or levied thereon, Concessionaire agrees to remove the same at Concessionaire's expense and to pay any judgment which may be entered thereon or there-under. Should the Concessionaire fail, neglect or refuse to remove said lien or liens or encumbrances, the Conservancy shall have the right to pay any amount required to release any such lien or liens or encumbrances, or to defend any action brought thereon, and to pay any judgment entered therein, in which case the Concessionaire shall indemnify and hold harmless the Conservancy and the State of California ("State") against all damages, cost and expenses, including reasonable attorney's fees, incurred by the Conservancy and the State in doing so. The Conservancy may post and maintain upon the Premises notices of non-responsibility as provided by law.

31. Holdover. In case Concessionaire holds over the term of this Concession with the consent of the Conservancy, such holding over shall be deemed a tenancy from month to month, subject to all other provisions of this Concession.

32. Surrender of Premises. Upon the expiration or termination of this Agreement, including immediate termination for cause or frustration of purpose, Concessionaire, without further notice, shall deliver up to the Conservancy the possession of the Premises. Except for alterations authorized by the Conservancy, Concessionaire shall restore the Premises to the condition in which they existed at the time Concessionaire took initial possession.



Concessionaire shall remove all of its personal property from the Premises upon the expiration or termination of this Agreement. Concessionaire shall perform all restoration made necessary by the removal of any of Concessionaire's personal property or unauthorized alterations. Upon the failure or refusal of Concessionaire to make all necessary restorations and remove from the Premises all personal property owned by Concessionaire, within the time stated above, said personal property shall thereupon, at the option of the Conservancy, become the sole property of the Conservancy, or if the Conservancy so elects it may remove from the Premises any personal property owned by Concessionaire, and the Conservancy may also restore the Premises to substantially the same condition in which they existed at the time Concessionaire took possession, at the expense of Concessionaire, the cost of which Concessionaire hereby agrees to pay to the Conservancy upon demand. In the event of Concessionaire's failure or refusal to surrender possession of the Premises, the Conservancy shall have the right to re-enter upon the Premises and remove Concessionaire and/or any third party claiming by, through or under Concessionaire, from the Premises.

33. Nondiscrimination. During the performance of this Agreement, the Concessionaire shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. The Concessionaire shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. The Concessionaire shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated there-under (California Administrative Code, Title 2, Section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990, set forth in Chapter 5 of Division 4.1 of Title 2 of the California Administrative Code, are incorporated into this contract by reference and made a part hereof as if set forth in full. The Concessionaire shall give written notice of its obligations with which they have a collective bargaining or other agreement.

34. Liability. Concessionaire agrees to defend, indemnify, release and hold harmless the State of California, and the California Tahoe Conservancy and their members, officers, agents and employees, from and against any and all loss, damage, liability, claims, demands, costs, charges and expense (including without limitation, attorney's fees and other expenses of litigation) and causes of action of whatsoever character which the State of California or the California Tahoe Conservancy may incur sustain or be subjected to on account of loss or damage to Premises and loss of use thereof, or for bodily injury to or death of any persons (including, without limitation, property, employees, subcontractors, agents and invitees of each party hereto) arising out of or in any way connected with the occupancy, operation, maintenance, use or enjoyment of the Premises under this Agreement or use by Concessionaire, its agents, employees, subcontractors, invitees or guests of adjacent lands not subject to this Agreement, whether owned by the Conservancy or others, if any such person's use of such adjacent lands is related to the use of the Premises, and arising from any cause whatsoever, including any passive negligence of the Conservancy, the State of California or the California Tahoe Conservancy, and excepting only the active negligence of the Conservancy, or the State of California, which is a proximate cause of the event. "Active negligence" shall not be construed to include a failure or failures to act unless there is a legal obligation to act and a failure to act following written notice from Concessionaire of the existence of conditions and circumstances alleged to give rise to an obligation to act. It is further agreed that "active negligence" does not include the execution by the Conservancy of any document or instrument, including the Concession and any supplement or modification thereto.

35. Liability Insurance. Concessionaire shall maintain at all times (1) commercial general liability and property damage insurance, with a combined general liability, bodily injury and property

damage limit of \$1,000,000 per occurrence, \$1,000,000 aggregate, insuring against all liability of Concessionaire and its authorized representatives arising out of and in connection with Concessionaire's use of, occupancy of, or entry upon the Premises, and their surrounding maintenance and parking areas; Products liability and automobile liability (for all owned, non-owned and hired vehicles used by Concessionaire in the conduct of business under this Agreement), with a liability limit per occurrence of \$1,000,000. All such policies of insurance shall be primary insurance, shall name the State of California and the California Tahoe Conservancy, their members, officers and employees as additional insureds, shall contain an endorsement requiring 30 days' written notice from the insurance company to the Conservancy before cancellation or change in the coverage, scope or amount of the policy and each policy shall provide that any right of subrogation against the Conservancy is waived. A copy of Concessionaire's insurance policy together with all endorsements shall be submitted to the Conservancy for review and approval prior to the commencement of the term of this Agreement.

36. Workers' Compensation Insurance. Concessionaire shall provide and maintain in effect throughout the term of the Agreement, a program of workers' compensation insurance, in an amount and form to meet all applicable requirements of the Labor Code of the State of California. Such insurance shall specifically cover all persons providing services by or on behalf of the Concessionaire and shall cover all risks to such persons under this Agreement.

37. Compliance with Disabilities Laws. In March, 2019, the Conservancy adopted a transition plan under the Americans with Disabilities Act that identifies access barriers located on and around the Premises and the Conservancy's method for remediating those barriers. This Agreement is subject to the Conservancy's right to implement, at the Conservancy's sole discretion concerning timing and method, the access barrier removal actions identified in the transition plan for the Premises. Such implementation may include hiring independent contractors to enter the Premises and perform the work. Concessionaire shall cooperate with the Conservancy and any of its contractors as requested in order to facilitate removal of said access barriers.

38. Conservancy's Right to Enter Onto Premises. The Conservancy shall have the right to enter onto the Premises at all reasonable times to determine whether Concessionaire is complying with the terms and conditions of this Agreement and to make improvements to the Premises. For purposes of this section, improvements may include environmental restoration projects carried out on and around the Premises. The Conservancy shall not be liable in any manner for any inconvenience, disturbance, loss of business or any other damages to Concessionaire resulting from its exercise of this right of entry.

In any case in which provision is made for the termination of this Agreement by the Conservancy or in the case of abandonment or vacating of the Premises by Concessionaire, the Concessionaire hereby irrevocably appoints the Conservancy as Concessionaire's agent to remove any and all persons or property on the Premises and place any such property in storage for the account of and at the expense of Concessionaire and to enter into such other contracts for the operation of the Premises as the Conservancy may deem, in its sole discretion, appropriate. If a sufficient sum shall not be realized thereby, after paying expenses of such reentry and contracting, to satisfy the rent and other sums herein agreed to be paid by Concessionaire, such shortage of rent and expenses shall be paid by Concessionaire. Concessionaire agrees to save the Conservancy harmless from any loss or damage or claim arising out of the action of the Conservancy in accordance with this section.

39. Conflict of Interest. Concessionaire warrants and covenants that no official, employee of Conservancy, or any person associated with any official or employee of Conservancy by blood, adoption, marriage, and/or cohabitation, nor any business entity in which an official, employee of Conservancy, or person associated with any official or employee of Conservancy: (1) has been employed or retained to solicit or aid in the procuring of this contract; (2) will be employed in the performance of this contract without the immediate divulgence of such fact to Conservancy. In the event Conservancy determines that the employment of any such official, employee, associated person, or business entity is not compatible with such official's or employee's duties as an official or employee of the State of California, Concessionaire, upon request of Conservancy, shall terminate such employment immediately. For breaches or violation of this section, Conservancy shall have the right both to annul this contract without liability and, in its discretion, recover the full amount of any such compensation paid to such official, employee or business entity.

40. Relocation. Notwithstanding any other provision of law, Concessionaire acknowledges that this Agreement does not create any right in Concessionaire to receive relocation assistance upon termination of this Agreement and that Concessionaire will not be eligible for relocation assistance payments.

41. Recordation; Quitclaim Deed. Unless authorized by the Conservancy, Concessionaire shall not record this Agreement. At the termination of the Concession, Concessionaire shall, upon the Conservancy's request, execute a quitclaim deed to the Premises in recordable form transferring all right, title and interest in the Premises to the Conservancy free and clear of any liens or encumbrances caused by Concessionaire. Should Concessionaire fail or refuse to deliver to the Conservancy a quitclaim deed, a written notice by the Conservancy reciting the failure of the Concessionaire to execute and deliver said quitclaim deed as herein provided, shall after ten (10) days from the date of recordation of said notice be conclusive evidence against the Concessionaire and all persons claiming under Concessionaire of the termination of this Agreement.

42. Time of the Essence. Time is of the essence of this Agreement.

43. Successors and Assigns. Concessionaire shall not, at any time, whether voluntarily or involuntarily, assign the rights or obligations under this Agreement or any interest therein, without the prior written consent of the Conservancy's Executive Director or designee. Any such assignment shall be deemed a failure of a condition subsequent and shall terminate the Conservancy's obligations under this Agreement.

Except as provided herein, this Concession shall inure to the benefit of and be binding upon the successors and assignees of the Parties hereto. In the event of transfer or assignment of Concessionaire's interest in this Concession pursuant to this section, the Conservancy reserves the right to modify the security deposit required in Section 8, payable by assignee upon Conservancy's approval of the assignment. This agreement is not assignable for the benefit of creditors and as such cannot be used as security for any loan or other obligation.

44. Agreement Supersedes Prior Agreement. This Agreement supersedes and terminates any and all prior agreements, representations and understandings between the Parties hereto.

45. Authority to Execute. Each person signing this Agreement or any other documents pursuant to this Agreement as an agent of Concessionaire warrants that he or she is authorized by

Concessionaire to execute this Agreement on behalf of Concessionaire and that this Agreement will become binding on that party.

46. Governing Law. This Agreement shall be construed according to its fair meaning and as if prepared by both Parties. This Agreement shall be construed in accordance with the laws of the State of California in effect on the Effective Date. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of El Dorado.

47. Modification. This Agreement shall not be modified except by the written agreement of the Parties.

48. General Terms and Conditions and Contractor Certification Clauses. This Agreement incorporates by reference all General Terms and Conditions and Contractor Certification Clauses, which are attached as **Exhibit 6**.

49. No Third Party Beneficiaries. Nothing in this Agreement is intended to create in the public or any member thereof rights as a third party beneficiary.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties hereto on the date first above written.

CONSERVANCY:

CONCESSIONAIRE:

By: \_\_\_\_\_  
Patrick Wright  
Executive Director  
1061 Third Street  
South Lake Tahoe, CA 96150  
530-542-5580

By: \_\_\_\_\_

Exhibits:

- Exhibit 1 – Site Plan of the Premises
- Exhibit 2 – Minimum Maintenance Plan
- Exhibit 3 – Outdoor Storage Area for Non-Motorized Recreation Equipment
- Exhibit 4 – Request for Proposals (Patton Landing Concession)
- Exhibit 5 – Special Event Permit Application
- Exhibit 6 – General Terms and Conditions and Contractor Certification Clauses

## **ATTACHMENT D – STANDARD CONTRACT CLAUSES**

**GTC 04/2017**

### GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code § 12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code § 12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, § 11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and

compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)



**CCC 04/2017**

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

**CONTRACTOR CERTIFICATION CLAUSES**

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code § 12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code § 8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code § 10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

### **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

## DARFUR CONTRACTING ACT STATEMENT

Pursuant to Public Contract Code section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a "scrutinized" company as defined in Public Contract Code section 10476.

Therefore, to be eligible to submit a bid or proposal, please complete only one of the following three paragraphs (via initials for Paragraph # 1 or Paragraph # 2, or via initials and certification for Paragraph # 3):

1. \_\_\_\_\_ We do not currently have, or we have not had within the previous  
Initials three years, business activities or other operations outside of the United States.

**OR**

2. \_\_\_\_\_ We are a scrutinized company as defined in Public Contract Code  
Initials section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

**OR**

3. \_\_\_\_\_ We currently have, or we have had within the previous three years,  
Initials business activities or other operations outside of the United States,  
+certification but we certify below that we are not a scrutinized company  
below as defined in Public Contract Code section 10476.

### **CERTIFICATION For # 3.**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in # 3. This certification is made under the laws of the State of California. <i>Proposer/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County and State of</i>	

**ATTACHMENT E – PROPOSAL FORM**

PROPOSAL FOR PATTON LANDING  
CONCESSION FACILITIES

NAME OF PROPOSER(S): \_\_\_\_\_

SOCIAL SECURITY NUMBER: \_\_\_\_\_ or FEDERAL TAX I.D. \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_  
Address City State Zip Code

PLACE OF RESIDENCE: \_\_\_\_\_  
Address City State Zip Code

TELEPHONE: (\_\_\_\_) \_\_\_\_\_ (\_\_\_\_) \_\_\_\_\_  
Business Home

In the event I am the successful proposer for the concession agreement, I affirm that I will operate, equip, and maintain the Site in accordance with the terms, conditions, plans and specifications contained in my proposal.

I, the undersigned, as proposer, declare that the only person or persons interested in this proposal as principals are those named herein; that I fully understand "Possessory Interest Tax" within the meaning of the Revenue and Taxation Code as applicable to such operations as are contained in the RFP; that this proposal is made without collusion with any other person, firm, or corporation; that I have carefully examined the location of the concession area, State laws relating to the terms, conditions, specifications, and other stipulations set out and the concession agreement and sample contract attached hereto; and I propose and agree, if this proposal is accepted, that I will contract with the California Tahoe Conservancy to provide all necessary facilities, attendants, apparatus and other means of operation and to do any and all other acts in fulfilling the said requirements, terms, conditions, and specifications; and, during the period that said concession agreement is in effect, I will therefore, without demand:

- a. Operate the Site as stated in my proposal, including providing a year-round maintenance and security presence on the Site;
- b. Operate the Site as described in Section 2.3.2 of the RFP, including paying for all utility charges including but not limited to water, sewer, gas, and electric, and trash disposal; and
- c. Perform all maintenance described in the Minimum Maintenance Plan attached to the RFP.

In addition to providing the Required Services, as described in Section 2.3 of the RFP, I elect to pay the following fixed annual sum (\$\_\_\_\_\_) or monthly sum (\$\_\_\_\_\_) as monetary rent.

If this proposal is accepted, said undersigned proposer shall execute a concession contract. If the undersigned fails to execute a concession contract within thirty (30) calendar days after the proposer has received notice from the State or its duly authorized representative that the contract is ready for signature, the State may determine that the proposer has abandoned the contract; and thereupon this proposal and the acceptance thereof shall be null and void; and the forfeiture of such security accompanying this proposal shall operate; and the same shall be the property of the State of California.

Accompanying this proposal is a Proposal Guarantee (Cashier's Check or Proposer's Bond) in the amount of One Thousand Dollars (\$1,000) as a guarantee that, if the proposal is accepted, proposer will execute the concession contract.

A part of this proposal is a completed and verified financial statement and fully answered questionnaire which has been verified.

Are you claiming preference as a "small business"?

( ) Yes      ( ) No

If yes, proposer must be certified by the Office of Small Business and DVBE Services (OSDS). Information and application may be obtained from the [Department of General Services Procurement Division website](#). A complete and certifiable application must be on file with OSDS no later than 3:00 p.m. on the date proposals are due.

**IMPORTANT NOTICE:** If proposer is a corporation, provide the legal name of the corporation, address, state of incorporation, person designated for service of process, names of the directors, president, secretary, treasurer, and manager thereof. If proposer is a co-partnership, state true name of firm and the names of all individual co-partners composing firm. If proposer is an individual, state first, middle and last name in full:

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Sign Here: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_

## ATTACHMENT F – VERIFICATION OF PROPOSAL

### NOTE TO PROPOSER: SELECT THE PROPER VERIFICATION FOR EXECUTION

#### INDIVIDUAL

The undersigned affirms that he/she has read and executed the foregoing concession proposal together with the Request for Proposals and all attachments, and knows the contents thereof, and that the statements contained in the proposal are true of his/her own knowledge.

The undersigned agrees to notify the Conservancy of any material change in the statements contained in the proposal. This verification statement shall be construed to be a continuing verification until further notice to the contrary (if any).

I declare under penalty of perjury that the foregoing is true and correct.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019 at \_\_\_\_\_, \_\_\_\_\_ (city, state).

Signature: \_\_\_\_\_

Name and Title

Signature: \_\_\_\_\_

Name and Title

Signature: \_\_\_\_\_

Name and Title



## PARTNERSHIP

The undersigned affirm that they are a partnership, that they have read and executed the foregoing concession proposal together with the Request for Proposals and all attachments, and know the contents thereof, and that the statements contained in the proposal are true to their own knowledge.

The undersigned agree to notify the Conservancy of any material change in the statements contained in the proposal. This verification statement shall be construed to be a continuing verification until further notice to the contrary (if any).

We and each of us declare under penalty of perjury that the foregoing is true and correct.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019 at \_\_\_\_\_, \_\_\_\_\_ (city, state).

Signature: \_\_\_\_\_

Name and Title

Signature: \_\_\_\_\_

Name and Title

Signature: \_\_\_\_\_

Name and Title

## CORPORATION

The undersigned affirm that they are empowered under the Corporation to execute this documentation and further affirm that they have read and executed the foregoing concession proposal together with the Request for Proposals and all attachments, and know the contents thereof, and that the statements contained in the proposal are true to their own knowledge.

The undersigned agree to notify the Conservancy of any material change in the statements contained in the proposal. This verification statement shall be construed to be a continuing verification until further notice to the contrary (if any).

I declare under penalty of perjury that the foregoing is true and correct.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019 at \_\_\_\_\_, \_\_\_\_\_ (city, state).

Signature: \_\_\_\_\_  
Name and Title

Signature: \_\_\_\_\_  
Name and Title

Signature: \_\_\_\_\_  
Name and Title

**ATTACHMENT G – PROPOSER'S QUESTIONNAIRE**

Date: \_\_\_\_\_

This questionnaire is a part of your proposal for a concession. Answer all questions in full. Use the backs of each page for additional information, or attach additional sheets as needed.

Note: The State may obtain a credit report to further establish your qualifications.

**I. Personal Information:**

A. Proposers Name: \_\_\_\_\_

(1) Date of Birth: \_\_\_\_\_

(2) Driver's License No. and State: \_\_\_\_\_

B. Home Address: \_\_\_\_\_

C. Home Phone No.: \_\_\_\_\_ D. Social Security No.: \_\_\_\_\_

**II. Business Information. Complete if self-employed or own a business.**

A. Business Name: \_\_\_\_\_

Address: \_\_\_\_\_ Phone No.: \_\_\_\_\_

(1) Taxpayer ID No.: \_\_\_\_\_

(2) Secretary of State/Corporation No.: \_\_\_\_\_

B. Nature of Business: \_\_\_\_\_

C. How long in this business? \_\_\_\_\_

D. Annual Gross: \_\_\_\_\_ Net Profit: \_\_\_\_\_

E. Is your business a sole proprietorship, corporation, partnership, or other? \_\_\_\_\_

F. What is your position and/or function? \_\_\_\_\_

G. Number of employees hired or supervised. \_\_\_\_\_

H. Describe your employee training program. \_\_\_\_\_

\_\_\_\_\_

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**III. Corporation or Partnership Information**

- (1) If a corporation, list corporate officers, principal stockholders and shares held by each.

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- (2) If a partnership, provide a confidential list of partners and percentage of business held by each.

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- (3) Describe any litigation or judgments currently pending against you or your firm or which were resolved within the past two years.

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- (4) List bank references

(a) Name \_\_\_\_\_ Type \_\_\_\_\_  
Address \_\_\_\_\_ Acct. No's. \_\_\_\_\_  
City/State/Zip Code \_\_\_\_\_  
Contact Person and Title \_\_\_\_\_  
Phone number \_\_\_\_\_

(b) Name \_\_\_\_\_ Type \_\_\_\_\_  
Address \_\_\_\_\_ Acct. No's. \_\_\_\_\_  
City/State/Zip Code \_\_\_\_\_  
Contact Person and Title \_\_\_\_\_  
Phone number \_\_\_\_\_

- (5) Give at least two business account and/or credit references

(a) Name \_\_\_\_\_ Type \_\_\_\_\_  
City/State/Zip Code \_\_\_\_\_  
Contact Person and Title \_\_\_\_\_  
Phone number \_\_\_\_\_

(b) Name \_\_\_\_\_ Type \_\_\_\_\_

City/State/Zip Code \_\_\_\_\_

Contact Person and Title \_\_\_\_\_

Phone number \_\_\_\_\_

(6) List any public agencies with whom you have contracted or interacted with before in any capacity.

(a) Agency \_\_\_\_\_

Contact Person and Title \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip Code \_\_\_\_\_

Phone number \_\_\_\_\_

(7) List current business and residence landlords.

(a) Name \_\_\_\_\_ Contact Person \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip Code \_\_\_\_\_

Phone number \_\_\_\_\_

(b) Name \_\_\_\_\_ Contact Person \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip Code \_\_\_\_\_

Phone number \_\_\_\_\_

## ATTACHMENT H – PROPOSER'S FINANCIAL STATEMENT

Proposer's Financial Information: The information provided on this form is intended to demonstrate your ability to perform under the concession agreement. You may choose an alternate format and context to convey your financial ability if you wish.

### 1. Present Business - Profit and Loss Statement

#### COMPARATIVE STATEMENT OF PROFIT AND LOSS FOR PAST THREE COMPLETED YEARS

	20__	20__	20__
Sales (Net of Refunds)			
Less Cost of Goods Sold:			
Inventory (Beginning)			
Add: Purchases			
Deduct: Inventory			
TOTAL:			
Gross Profit on Sales			
Deduct: Expenses			
Net Profit on Sales			
Other Income (Net)			
NET INCOME:			

Prepared By: \_\_\_\_\_  
Signature

Proposer: \_\_\_\_\_  
Signature

## 2. Proposer's Financial Statement

As of: \_\_\_\_\_

Date

Assets	Total
Cash on hand in bank	
Accounts Receivable:	
Current	
Over 30 days	
Over 60 days	
<div style="text-align: right;">TOTAL:</div>	
Notes Receivable:	
Current (Due within 1 year)	
Past Due	
Merchandise Inventory	
o Cost   o Market	
Other Current Assets (describe)	
Total Current Assets	
Notes Receivable (due after 1 year)	
Due from affiliated or subsidiary concerns	
Land and Buildings (at cost)	
Less: reserve for Depreciation	
Fixtures and Equipment (at cost)	
Less: reserve for Depreciation	
Prepaid Expenses	
Other Assets (describe)	
<div style="text-align: right;">TOTAL:</div>	
<div style="text-align: right;">TOTAL ASSETS :</div>	
TOTAL ASSETS AVAILABLE for this CONCESSION:	
Liabilities	Total
Accounts Payable (past due)	
Accounts Payable (not due)	
Notes Payable Due Within One Year:	
(To Whom)              (Secured By)	



Notes and Accounts Payable to Partners, Directors, Officer, or Stockholders	
Accrued Liabilities (Interest, Rental, Payroll, etc.)	
Accrued Federal & State Income Taxes	
Other Current Liabilities (describe)	
TOTAL CURRENT LIABILITIES	
Notes Payable After One Year (describe)	
Other Liabilities (describe)	
TOTAL	
Capital Stock (if corporation)	
(Number of shares issued and issue price)	
Surplus (earned)	
Surplus (unearned)	
Capital (if partnership or proprietorship)	
TOTAL LIABILITIES	

NET WORTH

### 3. Income vs. Expenditures

Annual Income

Salary - Yours	
Salary - Wife or Husband	
Securities Income	
Rental Income	
Other Income - Describe on Reverse Side	
TOTAL INCOME	
Annual Expenditures (Exclude Ordinary Living Expenses)	
Real Estate Payments	
Rent	
Income Taxes	
Insurance Payments	
Other - Describe on Reverse Side (include installment payments other than real estate)	
TOTAL EXPENDITURES	
Net Income (Income-Expenditures) (Exclusive of Ordinary Living Expenses)	

### 4. Employment Information (if applicable) Fill in if you are now or have within the past ten years been employed by others.

A. Names of Employers and Dates and Employment:

Employer's Name and Address	Dates Employed		Wages
	From	To	
(1) Name Address City/State/Zip			
(2) Name Address City/State/Zip			
(3) Name Address City/State/Zip			

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- B. Job Descriptions. Describe your employer's business and your duties and responsibilities for each job listed above. Use back side of this sheet. Include the name and title of your immediate supervisor and the number and position of any employees you have supervised (if any).

5. Credit Report Provide a current credit bureau report and provide acceptable written explanations for any derogatory comments.

6. Other Pertinent Information

- A. What assets are in Joint Tenancy? Describe and name other party:

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- B. Are you a guarantor or co-signer on anyone else's debt? Describe how this does not adversely affect your financial ability to capitalize and operate the proposed concession.

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- C. Are you involved in any lawsuit? Describe how this does not adversely affect your ability to capitalize and operate the proposed concession.

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- D. Are there any judgments against you or pending? Describe how this does not adversely affect your ability to capitalize and operate the proposed concession.

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- E. Have you ever gone through bankruptcy? If yes, describe how this does not adversely affect your ability to capitalize and operate the proposed concession.

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- F. List any additional information which might further describe your qualifications as related to the concession for which you are applying.

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6. The Proposed Concession

A. How did you hear of the proposed concession? \_\_\_\_\_

\_\_\_\_\_

7. Associates/Sub Contractors

Investor-associates or subcontractors who would join you in this venture:

Individual/Company	Address	Percent Ownership or subcontract or	Percent of Time

8. Management

(a) Would you expect to devote your full time to this business? \_\_\_\_\_

\_\_\_\_\_

(b) Describe your operational duties and responsibilities. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(c) Would you employ a full-time manager? \_\_\_\_ If yes, describe qualifications and attach a resume of his/her experience.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(1) Describe your manager's operational duties and responsibilities.

\_\_\_\_\_

*Contains Information that Must Be Kept Confidential*

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## **ATTACHMENT I – BUSINESS PLAN**

Submit a concise Business Plan (preferably less than 10 pages) as part of your proposal. Please carefully review the RFP and the scoring criteria to ensure your Business Plan is responsive to the RFP. As a general, but not necessarily all-inclusive reference, the plan should include the following, at minimum:

1. A vision/mission statement, organizational structure, a detailed description of the product and service being proposed, and a description of how the proposed concession will satisfy the Conservancy's objectives for the concession, including the following:
  - a. How the proposed concession will enhance lake access for visitors to the Site by providing visitor-serving amenities.
  - b. How the concession will ensure unrestricted public access to the Site's amenities, including picnic and interpretive areas, car-top boat launch facility, and beach recreation.
  - c. How the concession's anticipated use pattern will affect parking availability on the site during peak beach use during the summer months. Proposer must show anticipated parking needs throughout different times of the day and during different seasons, including the number of spaces during the business' high use period, and parking turnover rate. Must account for both employees and customer needs.
  - d. How the concession will provide a year-round maintenance and security presence on the property, even if the proposed concession operation is seasonal.
2. The financial feasibility of the business plan. This section should demonstrate the financial ability of the proposer to implement the elements of the plan as presented in the proposal. The scope and detail of fiscal documentation will vary depending upon whether the proposal is an extension of an existing business or a new business venture.
3. The marketing and advertising plan for this project (as applicable). This section should demonstrate the proposer's ability to implement an effective marketing and advertising plan which meets the intent of the RFP. The plan can include previous marketing and advertising experiences and strategies, market research analysis, and proposed advertising materials, schedule and budget.
4. The customer service program for the concession. This section should demonstrate the proposer's ability to implement an effective customer service program. The plan can include previous established and effective customer service programs, employee staffing and site management plans, hours of operation and the proposer's customer satisfaction program.

5. The proposer's maintenance plan. This shall include the proposer's plan for maintaining the Site in a first class condition throughout the term of the contract. This plan must be equal or superior to the Minimum Maintenance Plan attached to the RFP.

The successful proposer's Business plan shall, after review and approval by the Conservancy, be included as an exhibit to the contract. The Conservancy reserves the right to negotiate with the successful proposer the inclusion of any item or exclusion of items on the plan which the Conservancy determines does not meet the intent of the RFP.



## ATTACHMENT J - SCORING SHEET

### LEVEL 1 - COMPLIANCE WITH RFP REQUIREMENTS

Proposer complied with the RFP requirements: \_\_\_\_\_ pass/disqualified

**Proposer Must Pass Level 1 in order to qualify for further consideration.**

### LEVEL 2 – REQUIRED SERVICES, ABILITY TO FINANCE, OBJECTIVES OF CONCESSION

A. The proposal demonstrates that concessionaire will meet or exceed the required services  
\_\_\_\_\_ pass/disqualified

B. The proposal demonstrates the ability to fund the concession  
\_\_\_\_\_ pass/disqualified

C. The proposal is consistent with the objectives of the concession  
\_\_\_\_\_ pass/disqualified

**Proposer Must Pass Level 1 and Level 2 in order to qualify for further consideration.**

### LEVEL 3 - PROPOSER/PROPOSAL EVALUATION

**SECTION A - Experience, Capability, and Past Performance/Quality of Experience** (20 points possible)

1. Experience \_\_\_\_\_ points (10 points possible)

2. Capability and Past Performance \_\_\_\_\_ points (10 points possible)

**SECTION B - Business Plan, Financial Feasibility, Marketing, Customer Service and Maintenance** (45 points possible)

Are contractual modifications to the Sample Agreement proposed, including to the term of the Agreement? \_\_\_\_\_ YES \_\_\_\_\_ NO

1. Business Plan \_\_\_\_\_ points (20 points possible)

2. Financial Feasibility of Business Plan \_\_\_\_\_ points (5 points possible)

3. Marketing and Advertising \_\_\_\_\_ points (5 points possible)

4. Customer Service Program \_\_\_\_\_ points (5 points possible)

5. Maintenance Plan \_\_\_\_\_ points (10 points possible)

### LEVEL 4 - RENTAL TO STATE (30 points possible)

Rental Rate \_\_\_\_\_ points (30 points possible)

### LEVEL 5 – SMALL BUSINESS CERTIFICATION (5 points possible)

\_\_\_\_\_ points (5 points possible)

**GRAND TOTAL \_\_\_\_\_ points (100 points possible)**