Incline Village General Improvement District 893 Southwood Boulevard Incline Village, Nevada 89451 (775) 832-1100



Parks and Recreation 980 Incline Way Incline Village, Nevada 89451 (775) 832-1323

OVERVIEW

REQUEST FOR PROPOSAL TITLE

Qualified concessionaires to provide non-motorized water sports equipment rental services at two locations – Burnt Cedar Beach and Incline Beach which are owned and operated by the Incline Village General Improvement District

PROPOSAL SUBMITTAL DEADLINE

May 30, 2025, 12 noon, PST

DELIVERY TERMS Vendor to provide non-motorized equipment for rental

EFFECTIVE DATE OF CONTRACT

Contract award is expected June 11, with operations to begin on TRPA permit approval.

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WRITTEN INQUIRIES REGARDING THIS REQUEST FOR PROPOSAL

Only written inquiries (questions and/or clarifications) will be accepted; once submitted, they will be shared with all bidders known to the Incline Village General Improvement District; and all written inquiries shall be made to the address shown above, in writing, to the attention of Karen Crocker, Director of Parks & Recreation.

SCHEDULE OF PROCESS (SUBJECT TO CHANGE)

May 13, 2025...... Notice to Bidders published in the Tahoe Daily Tribune and Sierra Sun newspapers

May 30, 2025..... Proposals are due at 12 noon at 893 Southwood Boulevard, Incline Village, Nevada (offices of Incline Village General Improvement District)

June 2, 2025..... Public bid opening at 12 noon at 893 Southwood Boulevard, Incline Village, Nevada (offices of Incline Village General Improvement District)

June 11, 2025..... Recommendation for award is made to the Board of Trustees at its regularly scheduled meeting

The following Notice to Bidders shall be published in the Tahoe Daily Tribune on May 13, 2025.

NOTICE TO BIDDERS

Notice is hereby given that the Incline Village General Improvement District is accepting proposals for qualified concessionaires to provide non-motorized water sports equipment rental services for kayak and paddleboard at two locations - Burnt Cedar Beach and Incline Beach. All proposals shall be submitted to the Incline Village General Improvement District located at 893 Southwood Boulevard, Incline Village, Nevada, 89451. Five (5) copies of the proposal shall be submitted in a sealed envelope with the outside clearly marked as follows:

Non-Motorized Water Sports Concession Services for Incline Village General Improvement District Burnt Cedar Beach and Incline Beach Incline Village, Nevada Attn: Heidi White, District Clerk

There will be a mandatory RFP meeting held at 893 Southwood, Incline Village, Nevada 89451 on May 19, 2025, starting promptly at 11:00 a.m. The purpose of this mandatory RFP meeting is to answer all questions; however, that does not mean that other questions may not be asked prior to the submission deadline below. Failure to attend this mandatory meeting will disqualify RFP's submitted without proof/verification of attendance.

All proposals are due no later than, May 30, 2025, at 12 noon PST. Staff of the Incline Village General Improvement District will conduct a public bid opening immediately following submittal at the offices located at 893 Southwood Boulevard, Incline Village, Nevada.

All proposals will be evaluated by the Staff of the Incline Village General Improvement District. Should clarifications be required that may impact any and/or all bidders, they may be asked by any and/or all bidders. Should clarifications be deemed relevant to all bidders, they shall be so shared with all bidders. Staff of the Incline Village General Improvement District will rank the proposals in accordance with the Proposal Evaluation Checklist, but not be limited to, which is included with the bid documents. Following this ranking, Staff of the Incline Village General Improvement District will make its recommendation to the Board of Trustees for consideration at its next regularly scheduled Board meeting, which is anticipated to be on June 11, 2025, at 5:00 p.m. PST.

The District reserves the right to reject any or all proposals and to waive any irregularities therein.

Where permitted under state law, other Northern Nevada Government Agencies may join in this agreement with the permission of the successful bidder and the Incline Village General Improvement District as contract situs unless otherwise stipulated on the additions, deletions, and/or exceptions section of this bid. Participating entities are responsible for order placement and payment notwithstanding the fact the Incline Village General Improvement District is the bid/contract situs.

END OF NOTICE TO BIDDERS

INSTRUCTIONS AND GENERAL CONDITIONS

- 1. The term "District" herein shall mean the Incline Village General Improvement District.
- 2. Proposals must be received on or before May 30, 2025, at 12 noon PST and will be publicly opened and read there on the date and time specified.
- 3. Contract approval is contingent upon TRPA permit approval for kayak and/or paddleboard rentals which is anticipated to occur in June 2025.
- 4. Proposals may be made on the Bidder's own forms and shall address all of the instructions, general conditions, terms, specifications, etc. requested within this Request for Proposal.
- 5. All proposals must be signed by the bidder or its authorized agent on the form attached to these documents entitled "Acceptance of Proposal Requirements".
- 6. Five (5) copies of the Bidder's proposal shall be delivered, in a sealed envelope and marked in accordance with the Notice to Bidders, to:

Incline Village General Improvement District 893 Southwood Boulevard Incline Village, Nevada 89451 Attn: Heidi White, District Clerk

Bidders are cautioned to mark their envelopes clearly and plainly. If the envelope is not marked and the proposal is opened by mistake prior to the specified date and time, the proposal will not be considered.

- 7. Proposals are subject to acceptance at any time within sixty (60) days after the proposal submittal closing.
- 8. Prices must be:
 - a) stated in units specified; and
 - b) effective up to and including the date specified; and
 - c) stated in U.S. dollars
- 9. Prices quoted must be exclusive to Federal and State taxes as the District is exempt from such taxes.
- 10. Proposals submitted by telephone, telegraphic or electronically will not be accepted. Proposals may be withdrawn by any of these methods provided the notice of withdrawal is received prior to the proposal close date.

REQUEST FOR PROPOSAL

The Incline Village General Improvement District is accepting proposals to provide Non-Motorized Water Sports Concession Services meeting the requirements as stated herewith.

- 1. SCOPE AND INTENT: It shall be the intent of this Request for Proposal to select a Concessionaire to provide Non-Motorized Water Sports Equipment Rental Concession Services.
 - 1.1. Non-motorized Water Sports Equipment shall at a minimum include but not be limited to: <u>kayaks, paddleboards, and other human powered watercraft</u>. A priced menu is required to be submitted by Bidder with their proposal. Once an agreement is awarded, proposed changes to this priced menu must be mutually agreed to prior to implementation. Under no circumstances shall Bidder be allowed to price any item less than the District's own established pricing of same or similar items within the District.
 - 1.2. Non-motorized water sports equipment cannot exceed 30 vessels at each location.
 - 1.3. At no time shall any fuel of any type or motorized equipment of any type be stored, used or offered for rent or sale as part of this RFP or any subsequent agreement.

2. PROPOSAL RECEIPT

- 2.1. It shall be mandatory that all proposals, signed by the Bidder or its Duly Authorized Representative, be received on or before 12 noon. Friday, May 30, 2025. Proposals may be hand delivered, by common carrier, or by US Postal Service.
- 2.2. Late, incomplete, electronically transmitted, or unsigned proposals shall receive no consideration.
- 2.3. Proposals shall be opened at a public bid opening on Monday, June 2, 2025 immediately following submittal at the offices located at 893 Southwood Boulevard, Incline Village, Nevada.
- 2.4. Incline Village General Improvement District assumes no responsibility for errant delivery of proposals including those relegated to a courier agent who fails to deliver in accordance with the time and receiving point specified.
- 3. DELIVERY INFORMATION: Deliveries specified in this Invitation Request for Proposal shall be F.O.B. destination, with carrier to unload at District's designated receiving area. Delivery to include all necessary set-up and assembly, ready to be placed into service. At least ten (10) days prior to delivery being made, the selected Vendor and the District shall coordinate the delivery date, time and any and all necessary requirements to affect a smooth and safe delivery. Any additional orders made during the duration of this contract shall be conducted in the same manner.
- 4. EXCEPTIONS: Bidders shall note any and all exceptions to this Request for Proposal. Failure to note said exceptions shall be interpreted to convey that that the Bidder shall propose to perform in the manner described and/or specified in this Request for Proposal.
- 5. PROPOSAL EVALUATION: Proposal shall be evaluated by the District in accordance with the specifications listed below, but not limited to, included herewith.
- 6. TERMS AND CONDITIONS: Bidder shall be aware of, and agree to abide by, all the requirements shown in this Request for Proposal.

- OPEN MEETING LAW AND PUBLIC RECORDS ACT: The Incline Village General Improvement District shall adhere to Nevada Revised Statute Chapter 241 which provides that public business shall be conducted in an open meeting. All submitted proposals become public documents and available to any requesting member of the public.
- 8. DISCLOSURE OF PRINCIPALS: Bidders shall complete, and return with their bid response, the attached copy of the form titled "Disclosure of Principals".
- 9. ACCEPTANCE AND/OR REJECTION OF BIDS: The Incline Village General Improvement District reserves the right to accept or reject any or all resultant bid responses, or parts thereof, including but not necessarily limited to, alternatives offered.
- 10. JOINDER PROVISION: In accordance with the provisions of NRS 332.195, unless otherwise stipulated under the Exceptions section of this Invitation and Bid, other local government agencies may join in a resultant award from this Invitation and Bid with the permission of the successful bidder and the Incline Village General Improvement District.
 - 10.1. Any joinder entity shall have all rights as stipulated for, and on behalf of the Incline Village General Improvement District, and shall be given equal consideration.
 - 10.2. It shall be the intent and purpose of each public entity joining herewith to commit a purchase order and pay for materials that are purchased, by means of their own Accounting and Purchasing Departments.
 - 10.3. Each public entity entering into a purchase agreement resultant from this Invitation and Bid shall reserve the right to cancel said agreement, on seven (7) days written notice, in the event that: Terms are not met.
 - 10.4. Within the scope of this Invitation and bid, the Incline Village General Improvement District shall be held harmless in any and all transactions between the bidder and the other participating government entities.
 - 10.5. The bidder shall acknowledge the joinder process and shall acknowledge the Incline Village General Improvement District as the situs of the bid procedure.

Minimum Qualifications

- Four (4) years established sports equipment rental business with same ownership; ownership having current valid IVGID Recreation Pass with beach access at time of proposal and at all times during any contract period
- 2) Washoe County Business License covering period of operations
- 3) All required Washoe County Health Department Licenses
- 4) All required permits to operate on Lake Tahoe
- 5) Insurance Requirements
 - a) \$2,000,000 each occurrence; general aggregate of \$5,000,000 liability
 - b) Workers Compensation Coverage including Employer's Liability of \$1,000,000
 - c) Fire and Property Damage Renter's Insurance Coverage in the amount of \$300,000
 - d) Auto Liability Insurance in the amount of \$2,000,000
 - e) Copies of all insurance certificates and this should include all required certificates naming IVGID et al as Additional Insured by endorsement.

Note: Successful proposer shall be required to hold IVGID harmless and indemnify and defend same from any claims or demands arising as a result of or pertaining to Concessionaire's operation of the Premises under the Agreement.

QUESTIONS FOR PROPOSER TO ANSWER:

- a) Provide proof of years in business and ownership. Describe the qualifications of your organization. Include the size of your organization, number of employees, the areas of specialization for which your organization is recognized, and any key features that might set your organization apart.
- Please describe your experience of working with a government, non-profit entities, and/or private entities.

MINIMUM RENTAL PAYMENT REQUIREMENTS

For the operating season, the minimum rent to be paid is \$11,000 per location for a total minimum payable of \$22,000. If fifteen percent of the Concessionaire's gross revenues (15%) would be greater than \$22,000, then the Concessionaire shall pay fifteen percent (15%) of gross revenues as a minimum rental payment. Proposers may propose a greater revenue share which shall be considered by the District in the selection of concessionaire.

OPERATIONAL PERIOD

Expected hours of operation for the 2025 season shall be:

Operating season will be contained from May 15 through September 15, with the exception of the 2025 season. The Concessioner will start operations following TRPA approval, which is expected in June 2025.

Incline Beach

May operate weekends only (Saturday & Sunday) until June 16 Open seven days a week starting June 17 until at least September 2, Labor Day Closing date to be negotiated after Labor Day

Burnt Cedar Beach

May operate weekends only (Saturday & Sunday) until June 16 Open seven days a week starting June 17 until at least September 2, Labor Day Closing Date to be negotiated after Labor Day

OPERATIONAL REQUIREMENTS

- 1) Concessionaire will provide the District with monthly attendance and revenue figures.
- Proposer will keep assigned areas of Burnt Cedar Beach and Incline Beach and equipment clean daily, including waste containers.
- Comply with all Federal/State labor laws which include the Fair Labor Standards Act.
- 4) Employee parking no more than one vehicle may be parked inside either of the beach facilities at any one time, in designated parking stalls only. No specific parking stalls will be reserved for employee parking. Any deliveries made by vendors to provider shall be unloaded immediately (within ten minutes of their arrival). There will be no use or access to any other facilities or of the beach by Concessionaire and/or its employees.
- 5) Proof of attending mandatory pre-RFP meeting on May 13, 2025 at 11:00 a.m.; failure to attend this meeting will automatically disqualify your proposal.
- 6) Physical Review of the Premises: It is each bidder's responsibility to be familiar with the premises of Burnt Cedar Beach and Incline Beach. Should any bidder require a site visit, please make request to individual identified in Written Inquiries Regarding This Request for Proposal. Beach Rules and Regulations and Ordinance 7: Attached are the Incline Village General Improvement District's Parks & Recreation Beach Rules and Regulations and the Incline Village General Improvement District's Ordinance 7. The successful bidder should review both of these documents as they will be a part of the contract and the successful bidder must adhere to them.
- Equipment Replacement, Damage and Repair: any wear and tear and repair to any IVGID equipment is to be done by the concessionaire. Any IVGID equipment must be cleaned and maintained through the season by the concessionaire.
- Security Deposit: A \$5,000 security deposit will be requested upon execution of the resulting contract if one occurs.
- 9) Non-exclusivity: This Request for Proposal is for the operation of non-motorized water sports equipment rental outlets located at two beach locations owned by IVGID. Concessionaire acknowledges that the award of the contract does not limit IVGID beach patrons from using their own equipment on such beaches.
- 10) Concessionaire shall accept the terms of the sample contract attached, subject to any disclosed exceptions. Exceptions shall be evaluate in selection of the successful bidder.
- 11) Performance Security
 - a) \$1,000 per day liquidated damages for each day the concession operations at Burnt Cedar Beach and Incline Beach are not operating from 10:00 a.m. to 6:00 p.m., unless venue(s) is closed by the Parks & Recreation Director. Concessionaire will be held responsible for any and all damage done to District property arising out of the actions or omissions of Concessionaire, its employees, or contractors.
 - A performance bond equal to \$50,000 may be required by an approved A.M. Best rating of A or A- or greater bond insurance company. The effective date will be the first day of business through the last day of business. The performance bond must be in the Owner's possession, if required, as specified above, prior to the first day of business each season.
- **IVGID** Responsibilities
 - a) Provide space at each beach location for Concessionaire to operate non-motorized water sports equipment concession. Space to be negotiated. No security is provided by the District. Any and all

Commented [1]: To vague and doesn't add anything to the RFP.

Commented [2]: You need to pick this before publishing the RFP.

Commented [3]: Contract penalties are not allowed under Nevada law. Liquidated damages are only allowed to the extent that they are reasonable.

Commented [4]: Do you need a bond AND a security deposit?

Concessionaire equipment storage is temporary and must be portable.

- b) Provide a clean and safe park environment and bathrooms for employees and customers.
- c) No utilities or access to utilities is available on site. No WiFi access is provided by District.

Length of Contract

- c) The length of the contract will be for three years with one 2-year renewal option at IVGID's discretion.
- d) Contract documents will define terms including any breach or termination.

Beach Visits History

The below information is provided for historical reference only. Owner makes no guarantee of future beach visits.

| Visits | 2021 | 2022 | 2023 | 2024 |
|-------------------|---------|---------|---------|---------|
| Burnt Cedar Beach | 38,755 | 62,825 | 68,577 | 79,778 |
| Incline Beach | 107,591 | 108,089 | 87,163 | 98,728 |
| Ski Beach | 39,798 | 42,137 | 58,592 | 54,376 |
| Total Visits | 186,144 | 213,051 | 214,332 | 232,882 |

Documents that are vital to the operation and incorporated herewith by their attachment:

a) IVGID Ordinance 7

- b) IVGID Beach Rules and Regulations and Watercraft Launching Rules and Regulations
- c) Sample Retail Concession Agreement

Commented [5]: Can you clarify this – what about cell phone service?

DISCLOSURE OF PRINCIPALS

PLEASE PRINT OR TYPE

| COMPANY NAME | |
|--|--|
| ADDRESS | |
| СІТҮ | |
| STATE | |
| ZIP | |
| DATE COMPANY WAS FORMED: | |
| PRINCIPAL PHYSICAL ADDRESS OF COMPANY | |

NAMES OF OFFICERS, MEMBERS, OWNERS OF CONCERN, PARTNERSHIP

| NAME | | | |
|---------|---|--|--|
| TITLE | | | |
| ADDRESS | | | |
| СІТҮ | | | |
| STATE | | | |
| ZIP | | | |
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| NAME | | | |
| TITLE | | | |
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| CITY | | | |
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| NAME | |
|---------|--|
| TITLE | |
| ADDRESS | |
| CITY | |
| STATE | |
| ZIP | |

Authorized Signature of Bidder: _____

Date: ______

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PROPOSAL EVALUATION CHECKLIST

- 1) Proposal receipt conditions met
- 2) Conformance to the Specifications
- 3) Defined exceptions to Request for Proposal
- 4) Acknowledgement of the understanding of the rent perimeters

ACCEPTANCE OF ALL PROPOSAL REQUIREMENTS

Except as noted below, I, the undersigned, a duly authorized representative of the company shown below, do hereby accept all the proposal requirements as contained within this Request for Proposal and all associated documents thereto.

| NAME | |
|---------|--|
| TITLE | |
| COMPANY | |
| ADDRESS | |
| CITY | |
| STATE | |
| ZIP | |

EXCEPTIONS TO ALL PROPOSAL REQUIREMENTS: (ADDITIONAL SHEETS MAY BE ATTACHED HERETO)

SIGNATURE: ______

DATE: _____