



UNITED WATER CONSERVATION DISTRICT

Lake Piru Recreation Area

"Conserving Water since 1927"

Statement of Qualifications and Request for Proposals

For

Operation of the Lake Piru Recreation Area Storefront

Date of Issuance: April 29, 2021

Date to Submit: May 13, 2021

United Water Conservation District
1701 N. Lombard Street, Suite 200
Oxnard, CA 93030
(805) 525-4431

UNITED WATER CONSERVATION DISTRICT
OPERATION OF THE LAKE PIRU
RETAIL STOREFRONT
STATEMENT OF QUALIFICATIONS - REQUEST FOR PROPOSALS
(April 29, 2021)

Notice is hereby given that United Water Conservation District (United/ District) is inviting qualified firms to submit a Statement of Qualifications (SOQ) and a proposal to become eligible to operate the Lake Piru Park Storefront concessions operation. It is the District's intention to enter into a multiyear operating agreement with a qualified and professional partner. Interested firms are invited to submit a written SOQ and written proposal by May 13, 2021. Proposals will need to be received by the United Water Conservation District located at 1701 N Lombard Street Ste 200, Oxnard, California 93030 or via email to clayotns@unitedwater.org by the deadline above to receive consideration.

Background

United is a public entity and water conservation district established in accordance with California Water Code Section 74000 *et seq.* Its primary mission is to conserve, manage, protect, and enhance the water resources of the Santa Clara River, its tributaries, and associated aquifers in a cost effective and environmentally balanced manner. A key component in fulfilling the primary mission is the operation of the Lake Piru Reservoir. Lake Piru is located on the Los Angeles County and Ventura county borders, approximately one hour north of the Los Angeles area. It consists of roughly 1,200 surface acres and covers approximately 12 miles of shoreline.

Lake Piru stores approximately 90,000 acre-feet of water and is utilized to replenish and conserve the natural water table in Ventura County. In peak years, the lake may have as many as many as 200,000 individual visitor days annually and in most years receives more than 15,000 vessels. However, the average visitation during a given year is approximately 60,000-80,000 depending upon the water level and other factors. It is not uncommon for several thousand people to be in the park at any given time during the peak season, all of whom are seeking water related activities due to the warm Southern climates associated with the Lake Piru Recreation Area.

Lake Piru provides access to the public for recreational purposes such as fishing, swimming, boating, waterskiing, wakeboarding, tubing, kayaking and virtually any other water sport common to inland water ways. Lake Piru is currently the only lake in Ventura County which allows body contact. Adjacent to the lake is a 238-site campground, two group camps and an overflow camping area with approximately 100 camp sites. The lake has as many as three boat launches during low water level; however, there are typically only two launches in use at any given time. The lake marina has 66 slips, with space for the storage of 90 private and rental vessels. However, only 84 spaces will be available to the vendor, as United has a need for 6 spaces for its use for the Park Ranger vessels and our maintenance vessels. In addition, the facility has a dry storage facility with approximately 30 spaces that provide ample storage onsite. Lastly, there is a 3,000 square foot workshop that would be available for use by the selected vendor.

Lake Piru has historically played host to an average of 30 bass fishing tournaments or club events a year, which are hosted by local bass clubs and bass fishing organizations such as the American Bass Association and the California Bass Association. Lake Piru offers a large, developed swim beach during peak season months. This popular beach area may have as many as 400 patrons on holiday weekends, many of whom will enter the water. Activities in the swim beaches include swimming, floating, rafting, and numerous other water sport activities. As part of its operations, the selected vendor will maintain all Marina Operations to also include the maintenance of the swim beach, and oversight of the buoy system for the swim beach.

Purpose of the Request

The intent of this Request for Proposal (RFP) is to result in a Concession Agreement for the Storefront operations at Lake Piru, in addition to satellite vending food and beverage services approved by United Water to operate within the Lake Piru Recreation Area. The evaluation of the responses and award of any resulting Agreement will be in conformance with the rules of this section and applicable State law and United policies. A Proposer's (Proposer) submitted proposal is an irrevocable offer valid for ninety (90) days following the closing date for receipt of proposals. In addition to an explanation of United's mandatory requirements, this RFP includes instructions prescribing the format and content of the proposal to be submitted. The successful proposer must demonstrate the ability and clear commitment to implement a development program that will meet the District goals and objectives.

List of Services

The Concessionaire would be tasked with providing services related to the ongoing operation of the Storefront, including but not limited to:

- Provide excellent customer service to customers of the Park Storefront.
- Operate a Park Storefront to provide a source for customers to purchase basic groceries, ice, firewood, camping accessories, beverages, beer, wine, confectionaries, and gift shop items. If selected Proposer does not have services available to shoulder operating hours (i.e., 6pm-10pm), the District may elect to make such services available and collect revenue for those services.
- Provide a mobile sales service to allow customers to purchase goods from a mobile cart or similar throughout the facility during periods of high visitor traffic.
- Provide and operate at least six (6) vending machines throughout the park, including at least two (2) at each of the following locations – Day Use Picnic Area, Olive Grove Campground, and Juan Fernandez Launch Ramp.
- Acquire and maintain appropriate inventory of goods to be sold at Park Storefront.
- Complete administrative tasks related to operation of the Park Storefront including financial reporting functions.
- Use of point-of-sale applications and computer systems selected by the District to record all sales and maintain accurate and comprehensive financial records.
- Maintain the premises, facilities, furnishings, and equipment in good condition in accordance with District standards and contract provisions.
- Pay all applicable taxes to the operation of the concession services, including possessory interest taxes, sales tax, and all utility services as required by the contract.
- Provide all insurance coverage as required by the agreement including indemnification of the District for all Concession activities.
- Obtain all necessary licenses, permits, and approvals as set forth in the contract and abide by all local, state, and federally applicable accessibility, health, safety, and environmental codes and regulations.
- The sale of food via a café style operation and/or a food truck is highly desirable

Additional Services

The District would like to encourage Proposers to consider the possibility of converting a portion of the existing Storefront to a snack bar/restaurant to offer prepared food to guests of the Recreation Area or to offer food truck style services to guests and staff. In years past, the Storefront has served as a restaurant, but the current concessionaire elected to remove the restaurant infrastructure. Operation of a restaurant is

not mandatory to the successful operation of the concession service, but the District would like to offer the opportunity to expand business opportunities in this area to add value to the guest experience.

Business Terms

Following the selection of a proposal by United, staff will negotiate a Concession Agreement with the selected party based on the terms below. The final Concession Agreement will be subject to approval by the Board of Directors of the United Water Conservation District.

(a) Proposed Term:

The term of this agreement shall be for no less than one (1) year and not to exceed twenty-five (25) years. United prefers to enter into a multiyear agreement divided into five (5) year segments. At the conclusion of each five (5) year segment of the proposed agreement, the District desires a 5% average increase in profits over the average profit of the previous five-year period. The successful Proposer shall provide a proposed term sheet as part of their proposal to include but not be limited to the following:

1. Length/Duration of a proposed agreement
2. Proposed fees and or profit-sharing payments for said agreement
3. Any proposed cost reimbursements as part of the agreement
4. Proposed performance rating program in which the District can measure performance on a scale/rating of no less than a seven (7) out of ten (10).

(b) Proposed Requirements:

Proposer agrees to invest in the purchase of all necessary equipment needed to operate the storefront, and commits to a minimum \$10,000 investment into storefront over the term of the agreement to include but not limited to:

- i. Fixtures
- ii. Food preparation equipment
- iii. Equipment
- iv. Infrastructure improvements
- v. Patio enhancements
- vi. Lighting

(c) Proposed Payments & Fees:

All proposals must address payment and fee matters as follows:

(1) Basic Rent: No rent payment will be charged to selected vendor. The successful bidder will receive the use of the facilities at not cost, along with water and electric utilities, in exchange for revenue sharing opportunities.

(2) Revenue Sharing: Proposer agrees to pay the District Ten percent (8%) of adjusted gross receipts (AGR) for food beverage and in store sales of \$250,000 or less and fifteen percent (12%) of AGR for revenue more than \$250,000

i. \$250,000 AGR or Less: Four percent (4%) will be deposited into a landlord maintenance fund to pay for repairs to capitol infrastructure and four percent (4%) of which will be deposited directly into the District's general account.

ii. \$250,001 AGR or More: Six percent (6%) will be deposited into a landlord maintenance fund to pay for repairs to capitol infrastructure and six percent (6%) of which will be deposited directly into the District's general account

(3) Special Event Payments: The selected may elect to host special events. Selected vendor agrees to pay a \$4 per vehicle parking fee for all special events with more than 100 guests.

(d) Required Insurance:

Proposer must be able to provide and meet the following insurance requirements:

1. Liability Insurance

- a. Commercial General Liability
- b. Products Liability
- c. Liquor Liability (where the sale of alcohol is permitted)
- d. Automobile Liability (for all owned, non-owned, and hired vehicles used by Proposer in the conduct of business under the Agreement.

Each policy of liability insurance described above shall not be in an amount less than Five Million Dollars (\$5,000,000) per occurrence for bodily injury and property damages combined.

2. Workers Compensation: A program of worker's compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California. Such insurance shall include Employer's Liability coverage of _One Million Dollars (\$1,000,000) and shall specifically cover all persons providing services by or on the behalf of Proposer and shall cover all risks to such persons under the Agreement.

3. Fire Insurance: Proposer shall maintain sufficient property and fire insurance for Proposer's improvements, personal property, and inventory for its concession operations and provide evidence thereof to United. Proposer's policy(ies) shall contain a replacement cost endorsement naming Proposer as the insured provided that if there is a lender on the security of the improvements so insured, the proceeds of any such policy or policies may be made payable to such lender. Proposer acknowledges and agrees that United's insurance carrier(s) shall retain its/their right to subrogate against Proposer's insurer(s) for damage to all United property (including but not limited to United facilities utilized by Proposer) arising out of the negligence or operations of Proposer.

In the event of destruction, loss, or damage by fire or other cause of any of United-owned buildings, improvements, or fixtures located in the Lake Piru Recreation Area, that United determines (1) to be essential to the continued operation of the Agreement and (2) cannot be repaired within one hundred eighty (180) days of the occurrence, United may terminate the Agreement. A decision by United to terminate the Agreement pursuant to such provision shall be communicated in writing to Proposer as soon as practicable. If the Agreement is so terminated, United shall be entitled to the proceeds payable under any applicable insurance policies pertaining to the loss as its interest may appear. Receipt of such proceeds by United shall be in addition to the right of United to pursue whatever remedies it may have to recover any losses due to the occurrence. If United determines not to terminate the Agreement, then, in United's discretion, any building, improvements, or fixtures built in replacement of any damaged or destroyed property shall be subject to the terms and provisions of the Agreement as if they had existed on the onset of the Agreement. In no event shall the provisions of this paragraph be deemed or construed to relieve Proposer from the requirement to repair or replace any damaged or destroyed property except as specifically excepted by express terms of the Agreement.

4. Each policy of liability insurance shall contain additional named insured endorsements in the name of United Water Conservation District as to all insurable interests of United including, but not limited to, the Lake Piru Recreation Area, and all contents as follows:

- a. United, its directors, its officers, employees, agents, servants, and volunteers are included as additional insureds but only insofar as operations and facilities under the Agreement are concerned.
- b. The insurer will not cancel or reduce the insured's coverage without thirty (30) days prior written notice to United.

5. No cancellation provision in any insurance policy shall diminish the responsibility of Proposer to furnish continuous insurance throughout the term of the Agreement. Each policy shall be underwritten to the satisfaction of United. A signed certificate of insurance with each endorsement required shall be submitted to United at the time the Agreement is executed, showing that the required insurance has been obtained. Further, at least thirty (30) days prior to the expiration of such policy, Proposer shall submit to United a signed and complete certificate of insurance with all endorsements required by this paragraph, showing to the satisfaction of United that such insurance coverage has been renewed or extended. Within fifteen (15) days of United's request, Proposer shall furnish United with a signed and complete copy of the required policy.

6. In the event that Proposer: (a) retains contractors to perform services within the Lake Piru Recreation Area; or (b) hosts or otherwise sponsors a special event (e.g., a fishing tournament), Proposer shall cause the contractor or sponsors to provide evidence of liability insurance consistent with the requirements of this section, naming both Proposer and United as additional insureds therein.

7. All insurance coverage is to be placed with insurers which meet all the following criteria:

- (1) have a Best's rating of no less than A-; and
- (2) are admitted insurance companies in the State of California.

(e) Required Indemnification:

Proposer shall be required to agree to the following indemnification provision in any agreement that is subsequently entered into with United:

Proposer agrees to waive all claims and recourse against United, including the right to contribution for loss or damage or death or injury to persons or property arising from, growing out of, or in any way connected with or incident to this Agreement, except for claims arising from, and to the extent of, the sole negligence or willful misconduct of United, its directors, agents, employees, representatives, or volunteers. Proposer shall protect, defend, indemnify and hold harmless United, its directors, agents, employees, representatives or volunteers from and against any and all claims, demands, damages, liability, obligations, penalties, costs, expenses (including without limitation reasonable attorneys' fees and expert costs and fees incurred in litigation), of whatever nature, arising out of or related to Proposer's activities under the Agreement and the construction, maintenance, and operation of the Lake Piru Recreation Area as described herein, and for the compliance of all applicable Federal, State or local statute, ordinance, order, requirement, law or regulation related to Proposer's activities under this Agreement, except for liability arising out of, and to the extent of, the sole negligence or willful misconduct of United, its directors, agents, employees, representatives, or volunteers. The provisions of this section shall survive the expiration or termination of the Agreement.

(f) Performance Metric Mandates:

Concessionaire shall provide quarterly customer service satisfaction reporting to the District from a system of their choosing. The system shall allow for customers to report the quality of their experience on a scale of 1-10. Concessionaire shall sustain an average 7/10 rating for any given reporting period. In the event the rating is less than an average of 7, the Concessionaire shall provide a mitigation report to the District within 60 days identifying steps specifically taken to address comments or areas that fell below the required standard. If the Concessionaire falls below this metric in 2 consecutive reporting periods, the District may have the ability to hold the selected vendor accountable for inaction or lack of performance through various measures up to and including termination of the agreement based on an inability to maintain expected and agreed upon performance-based standards.

(g) Hours of Operation:

The Concession shall be open for business a minimum of three (3) days per week corresponding with the Lake Piru opening and closing hours which vary during the year. Concessionaire is encouraged to operate the business a minimum of three (3) days and week and on holidays but may elect to operate as many as seven (7) days a week and on holidays when demand for such services exists. The facility may be closed seasonally based on visitation. However, at a minimum the facility shall be open to the public from Easter to Labor Day, in conjunction with the District's peak operating season. Any variation will require advance written authorization prior to deviation of these terms.

Steps of Proposal Development and Review

- (a) Preparation: Any proposal needs to address the concerns highlighted above and herein. The format of the proposal shall be left to the discretion of the proposer. However, the proposal must be complete in all respects as required and stated above. A proposal is to be prepared in such a way as to provide a straightforward and concise discussion of the Proposer's ability to satisfy the requirements of this RFP. Emphasis should be placed on conformance to the RFP instructions, responsiveness to the RFP requirements, and on the completeness and clarity of content. It shall be noted that upon selection of a qualifying proposal, the Proposer shall provide the District a proposed operating agreement with business terms to include payments and a term and shall include the required insurance and indemnification requirements set forth herein. The District and Proposer agree to review and negotiate in good faith on the proposed operating agreement to arrive at mutually agreed upon terms. If the District and the Proposer are unable to arrive at mutually agreed upon terms within 90 days of selection, the District reserves the right to reject the proposal and terminate negotiations.
- (b) Proposer's Cost: The cost of developing a proposal is the responsibility of the Proposer and is not chargeable to United.
- (c) Signatures: Proposals shall be on Proposer's letterhead and signed by an individual(s) who is/are authorized to bind the Proposer contractually. The Proposer must not include any limiting statements in its proposal that would preclude the proposal from being held as an irrevocable offer for at least ninety (90) days after the date the proposals are to be received. An unsigned proposal will be rejected.
- (d) Terms: Proposals shall not include terms which conflict with the terms of this RFP.
- (e) Delivery of Proposal: Sealed proposals must be received by United by the time and date stated on page 1 of this RFP. Proposals received after that time will be returned to the Proposer unopened.

(f) **Mandatory Requirements:** These instructions prescribe the proposal format and the approach for the development and presentation of proposal data. The format of the instructions must be adhered to. All requirements and questions in the RFP must be responded to and all requested data must be supplied.

(g) **Proposal Format:** Respond to all information requested in this RFP. Brochures and advertisements will not be accepted as a substitute for these requirements.

Proposal Terms

(a) **Right to Reject Proposals and Waive Defects:**

United reserves the right to reject all proposals or waive any technical defect or discrepancy in a proposal.

(b) **Proposal Acceptance Periods:**

All proposals shall remain firm for ninety (90) days following the closing date of receipt of proposals.

(c) **Ownership of Proposal Documents:**

Proposer understands that all information, documents, records, and materials submitted to United in response to this RFP, and subsequent documents deemed necessary by United, will become and remain irrevocably the exclusive property of United. All information, documents, and material, except for certain items that are excludable by law, will become public information and made available upon request for review to the other Proposers and the public after a selection has been made and recommended to the United Water Conservation District Board of Directors.

(d) **Proprietary Information:**

Proposer should clearly designate all proprietary information contained in its proposal. Financial statements and tax returns will be held as confidential information and returned to Proposer following the evaluation process.

(e) **Rejection of Proposals:**

To better ensure open competition, proposals may be rejected if, in United's determination, they show any irregularities, conditions, non-conformities, or obviously unbalanced proposals. Proposals shall be in accordance with the laws of the State of California.

Statement of Qualifications and Request for Proposals

The Statement of Qualifications and Request for Proposals shall include, but not limited to, the following. The inclusion of any additional information that will assist in the evaluation is encouraged.

Proposer's Business Concept and Plan:

- (1) Submit a description of any planned capital improvements to the facility.
- (2) Include a tentative plan for merchandising and promotions, including a listing of key elements within the Marina Concession and adjacent area. Additionally, provide a cost estimate for any proposed improvements (facility improvements, construction, etc.) and timeline for completion of preparing the facility for commencement of operation. The cost estimate shall include local, State and Federal regulatory and permitting costs if applicable.
- (3) List proposed days and hours of operation if they vary from current hours established by United.

- (4) Provide staffing model for proposed operations.
- (5) Document key personnel and expertise /skills of those personnel.
- (6) Submit a projection of revenues and expenses for a five-year period. Identify funding/financing for capital improvement costs. Provide documentation for anticipated sources of start-up capital funds.
- (7) Submit a marketing and advertising plan for the business.
- (8) Confirm that all insurance requirements will be met.
- (9) State your proposed minimum monthly payment and percentage payment to be paid to United and your desired agreement term.
- (10) Provide contact information including name, address, and phone number
- (11) Indicate business entity, e.g., corporation, sole proprietor, partnership, etc.
- (12) Provide a statement of company history.
- (13) List corporate officers if applicable.
- (14) Indicate the length of time and locations at which Proposer has operated a similar business(s).
- (15) Provide a minimum of six (6) professional references.
- (16) Submit a financial statement indicating total net worth. The statement should correspond to the most recent full calendar or fiscal year. An audited financial statement is preferred.
- (17) Provide a minimum of three (3) credit references.
- (18) Indicate if the Proposer is involved in any litigation or other disputes that could affect its ability to execute a Concession Agreement and/or undertake the operation of the concession.
- (19) Indicate if the Proposer has ever filed for bankruptcy or had projects that have been foreclosed on. If applicable, list the dates and circumstances.
- (20) Provide business certification forms for operation in California.
- (21) Submit any other related documents or reports that would assist in determining the financial condition of the Proposer.

Proposer shall submit three printed copies and one electronic PDF file of the proposal labeled "Proposer Name - UWCD 2021 Statement of Qualifications and Proposal".

SOQs are firm for ninety (90) days after the RFQ/RFP due date.

Parties interested in submitting a SOQ/RFP may contact the District via email to request additional information related to the List of Services and the type of tasks relating to their proposed services.

Disclosures

- (a) New concessionaire is solely responsible to obtain equipment/products through business/purchase arrangements that allow it to meet all prerequisites of operations at the Lake Piru Recreation Area.
- (b) United will provide the site "As Is" at the time of the Concession Agreement execution.
- (c) Proposer will be responsible for all on-site utility charges including water, electricity, natural gas and refuse collection and any necessary operational permits. All remodeling/improvements will require the Proposer to obtain prior written approval from United, all the necessary permits and approvals required by United, FERC and any other governing agencies. The Proposer will be required to comply with all local, State, and Federal laws and regulations regarding bidding, prevailing wages, labor, and other legal mandates and requirements for any improvements made to the premises.

(d) The Proposer will bear the costs of all mitigation, design, review, planning, permitting and any other approval process required by any local, State and Federal regulatory agencies in relation to facility improvements.

(e) United will have the authorization to conduct a credit check and background check on the Proposer.

(g) Visitation numbers from 2017 to 2020 are reflected on Attachment 4 attached hereto. Numbers reflect individual visits to Lake Piru Recreation Area and are based on a consistent method to track visitation numbers using an accounting of gate entry numbers in the formula.

(h) Revenue received by United: See attached Attachment 3.

Proposal Evaluation

(a) Evaluation process and Criteria for Evaluation: Specific criteria have been established to assist United in the evaluation of the proposals. The proposal review team may use additional criteria that they deem to be significant in selecting the best proposal.

(b) Business Plan – 60 points.

(1) Proposed minimum and/or percentage monthly rent to be paid to United.

(2) Days/hours of operation.

(3) Price structure for goods and services to be provided on site.

(4) Customer benefit.

(5) Marketing & advertising plan.

(6) Proposed maximum percent of retail floor space that will be dedicated to beer and wine retail products.

(c) Management - 20 points.

(1) Company history.

(2) Business experience.

(d) Financial Information -- 20 points.

(1) Financial statement/financial history.

(2) Five-year revenue & expense projections.

(e) Additional Information from Proposers: United reserves the right to request information from Proposers beyond that specified in the RFP. Proposers may be requested to appear before the proposal review team.

Qualification of Proposal

This is not a bid solicitation and therefore United is not obligated to accept any proposal or to negotiate with any Proposer. The Proposal review team reserves the right to reject any or all proposals without cause of liability.

Public Information Notice

All information received from Proposers will be considered confidential during the review process. After the proposal review team completes its evaluation, the team will recommend selection or another action to the Board of Directors. At that point, the information received shall be regarded as public records, except for those elements in each proposal as follows: Proposers may mark portions of their response which are defined by the Proposer as business or trade secrets and plainly marked as “Confidential,” “Trade Secret,” or “Proprietary”; however, United does not guarantee that any information so marked will

be protected from public disclosure. Proposers recognize that United, as a public agency, is subject to disclosure requirements of the California Public Records Act. Any Proposal which contains language purporting to render all or significant portions of the proposal “Confidential,” “Trade Secret,” or “Proprietary” shall/may be rejected or regarded as non-responsive. Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, United shall not be able to establish that the information contained in any Proposal is a trade secret. If a Public Records Act request is made for information marked “Confidential,” “Trade Secret,” or “Proprietary,” the District will provide the entity making the Proposal in question with reasonable notice before releasing the information. However, the District will comply with its Public Records Act requirements unless the entity making the Proposal seeks and obtains protection from disclosure by a court.

Schedule

UWCD is accepting proposals until 4:59 PM on May 10, 2021.

Proposals shall be submitted to:

United Water Conservation District
1701 N. Lombard Street Suite 200
Oxnard, CA 93030

Attention: Clayton Strahan
Chief Park Ranger
Telephone: 805-790-4311
Email: claytons@unitedwater.org

Attachments

A1 Lake Piru Aerial Overview
A2 Lake Piru Store – Marina Aerial
A3 Lake Piru – Three Year Revenue
A4 Lake Piru – Park Annual Visitation

ATTACHMENTS