

**REQUEST FOR PROPOSALS TO MANAGER
THE FALLEN LEAF LAKE COMMUNITY AREA
STORE/CAFÉ' AND MARINA
2023 Season**

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The parenthetical bold-faced titles are used throughout this document rather than the full title and shall have the same meaning.

A. INTRODUCTION

This Request for Proposals (“RFP”) has been issued by the Fallen Leaf Lake Community Services District Board of Directors to solicit proposals to operate and manage the Fallen Leaf Community Area and its facilities, which consist primarily of a marina and a general store/café, in accordance with the terms and conditions of the Concessionaire Lease Agreement.

The terms as used here in and hereunder shall mean:

Lessee is any person or business entity responding to this RFP as a prospective lessee of the District facilities, or the current lessee.

District shall mean the Fallen Leaf Lake Community Services District, or its Board of Directors. The two terms are synonymous.

General Manager shall mean the person designated or hired by the District to carry out day-to-day management and operating responsibilities of the District facilities at Fallen Leaf Lake.

Community Area or Facilities shall mean the property owned by and/or under the direction of the District for the purpose of providing recreation service at Fallen Leaf Lake, specifically the 2.4 acres of land at the south end of Fallen Leaf Lake that houses the marina, the general store building, a Community Building and related parking, pedestrian easements and grounds shown in Exhibit C, Community Area Map.

General Store Building shall mean the new building completed in 2000 that houses the store/café, fire chief’s apartment and related office workspaces. General Store is used to refer to the store/café that is housed in this building. The building is sometimes referred to as the New Store or New Store Building.

Community Building shall mean the west-most building in the Community Area. It is sometimes referred to as the Old Store. It is not under control of or the responsibility of Lessee.

The District is seeking to make award of one or more leases that will provide a high level of public services to the Fallen Leaf Community while making a sufficient financial return to the District through the lease(s) to pay ongoing expenses and fund an adequate reserve for replacement and repair. The District will entertain proposals from a single Lessee to operate both facilities, separate proposals to operate only the store/café or marina, joint proposals whereby two Lessees team up to operate the total facility, or may elect to operate one facility itself and have a Lessee operate the other.

The District will review and evaluate each Proposal it receives based on the published evaluation criteria listed herein, and will seek to negotiate the terms of a lease with the Lessee(s) whose Proposal best meets the needs of the Fallen Leaf Community. Upon successful conclusion of such negotiations, the terms of the Lease(s) will be submitted to the District Board for final approval.

B. BACKGROUND

The Fallen Leaf Lake District is a subset of county government that represents the approximately 290 homes at Fallen Leaf Lake, CA. It is governed by a five-member Board elected by the voters of the Fallen Leaf Lake District of El Dorado County, California and has responsibility to administer its facilities and provide public services. It is required by law to employ a General Manager who is responsible for all of the assets and contracts of the District, who implements the policies, set by the Board. The District is responsible for the Community Area that consists of a parcel of land identified in the attached property description (see Exhibit C: Map).

Existing improvements include: a marina with 78 slips (62 of which can be rented), fueling and a non-motorized boat-wash facility, a public beach, a general store building, the Community Building used for meetings and events, a parking lot and access roads, a South Tahoe Public Utilities District (STPUD) pumping plant, and a volleyball court that also serves as an emergency helicopter landing pad.

The general store building includes a basement area for store storage, marina storage and marina operations, a selling floor which also houses public restrooms and a third floor with office workspaces for the District and Store Managers, and one apartment, of which is occupied by the Fallen Leaf Fire Chief. The Community Building, the one apartment, the pumping plant, and the District office are not the responsibility of the Lessee.

The operations of the Store/Café and Marina are the only source of revenue for the Community Area. There is an expectation that the area and services be managed in a way that will most effectively and efficiently meet the needs of the Community while at the same time generating sufficient revenue for both the Lessee(s) and the District.

C. LEGAL REQUIREMENTS

Lessee shall manage the Facilities in accordance with and subject to all applicable legal requirements and the following:

- TRPA. Lessee shall use and administrate the Facilities to provide the services required by the Tahoe Regional Planning Agency (TRPA) Agreement (Exhibit (“B”).
- Fallen Leaf Fire Department. Lessee shall follow any and all directives from the Fallen Leaf Fire Department.
- Associates Agreement. Lessee shall operate in accordance with the constraints of District’s Agreement with the Fallen Leaf Lake Associates and the referenced real property transfer agreement (Exhibit (“A”).
- Others such as the Clean Water Act, California Endangered Species Act, El Dorado County Public Health Rules and Regulations, and the Occupational Safety and Health Act (OSHA).

D. SITE VISIT - Optional

A site visit to the existing facilities to acquaint prospective lessees with the operation and special considerations involving the lease may be scheduled by contacting the District General Manager, Gary Gerren at P.O. Box 9415, South Lake Tahoe, CA 96158, cell number (530) 208-6348 to request information on how to access the site. Material questions may be sent to the District General Manager.

Those submitting proposals are urged to inspect the site and to satisfy themselves regarding all general and local conditions that may affect lease performance. Lessee shall not be relieved from assuming all responsibilities for properly estimating the difficulties and the cost required in this lease because it failed to investigate the conditions or to become acquainted with all information pertaining thereto.

E. PROPERTY INVENTORY

Exhibit D, District Property, lists the personal property owned by the District and made available for operating the facility. The District will use its best efforts to continue to furnish the property in an as is condition as part of the lease and at no cost to the Lessee. Said District personal property shall be returned to the District in a similar condition, minus normal wear and tear, at the conclusion of the lease. Should the prospective lessee determine that certain modifications to the facility would enhance its ability to provide desired services, a description of the needed changes should be included in the response: any modifications that they think will enhance the operation of the store. Improvement/changes which by their size or character require modification or relocation of District assets may be made only with the District's consent. District's assets shall not be modified without permission. Any built-in modifications shall become the property of the District.

The Lessee(s) shall be responsible for furnishing all other personal property necessary for efficient operation. This may require a substantial capital outlay that will not be reimbursed by the District. Lessee(s) will be responsible for obtaining this personal property in a timely manner so as to have it available and fully operation beginning May 2023.

F. SCOPE OR WORK

The primary responsibilities of the Lessee(s) are to operate and manage the Fallen Leaf Lake Marina and the Fallen Leaf Lake Store and café. In addition, the Lessee(s) may work with the District General Manager to coordinate and implement activities and services of mutual interest and benefit.

F.1. General Provisions

The following provisions apply to both the marina and the store/café facilities and operations:

F.1.1. Policies under which the area is to be run are defined by Exhibit E (Policies and Procedures) which is reviewed, and possibly modified, annually by the Fallen Leaf District Board in a public meeting in the fall of each year. Several issues are pending. They are described on Exhibit E2 and if approved will not be cause for any renegotiations. Therefore, your proposal should be based on as though they are approved and become policy. If future modifications materially affect the operation of the Community Area, the District and the lessee will attempt to negotiate an equitable adjustment to the lease. In the event the parties cannot reach agreement, the issue(s) will be resolved under the Mediation article of the lease(s).

F.1.2. The District General Manager shall oversee the Lessee's operation of the marina and store. The Lessee and District General Manager shall hold periodic meetings at mutually agreeable times, no less than every week between May 1 and October 15 and monthly at other times, to review operations. Recommendations of either the lessee or the General Manager will be documented in writing and initialed by both the lessee and the General Manager. Lessee shall promptly take corrective action to attend to any issues raised or instructions given by the General Manager. District will promptly advise lessee of its ability/willingness to address lessee's concerns.

F.1.3. The District prefers to emphasize the provision of excellent services to resident and visitors. Adherence to public safety laws and regulations are of high priority, as are standards of cleanliness. Advertising outside of the Fallen Leaf basin is not allowed. It is the responsibility of any/all lessee(s) and their staffs to promote an atmosphere of service, courtesy, co-operation, and community.

F.1.4. Lessee is responsible for hiring, training, and supervising employees to staff the Facilities and for promoting a drug free workplace. The District has a zero tolerance for drug use. Any employee found in possession of or using illegal drugs shall be immediately removed from the staff by the lessee. Safe operating procedures must be always observed; lessee must meet all OSHA rules and health regulations. Employee training should include an emphasis on safety, courtesy, neat appearance, and hospitable, friendly, and responsive service.

F.1.5.a. Lessee is responsible for timely minor day-to-day maintenance and repair of Facilities included in the lease such as changing light bulbs and batteries, replacing washers, clearing clogged drains, cleaning/replacing air filters, refastening loose dock boards, sweeping/raking to maintain safe surfaces, picking up litter in the volleyball court, watering and trimming landscaping etc. During weekly meetings General Manager and the Lessee will discuss needed repairs which are not ordinary day-to-day items, and which need to be brought to the attention of the District for review.

F.1.5.b. Lessee shall not occupy or be responsible for minor maintenance and repairs or any repairs to facilities which Lessee is precluded from using under the terms of this Lease, including the apartment currently used by the Fire Chief, the Community Building, South Tahoe Public Utilities District (STPUD) pumping plant, and District Office space. Lessee shall be granted access to any such excluded facilities if necessary to accomplish Lessee's repair and maintenance obligations.

F.1.6. Lessee shall have the marina and store/café open for business from no later than Memorial Day weekend and remain open until the weekend after Labor Day; it may be extended by two weeks in May and six weeks in September/October, weather permitting. Operating hours as a minimum shall be 8:00 AM through 6:00 PM between the July 4th weekend and Labor Day. Shorter hours may be set for other periods. The current operator opens Memorial Day and closes mid-October with shorter hours in the fall.

F.2. Marina Operations

F.2.1. The Lessee shall operate the marina and all its related facilities. This includes floating and non-floating structures such as the mooring ramps, boat launch ramp and pier, breakwater, hot water boat washing facility, swim beach and swim floats, fuel pump and sales, operator's office, storage and shop space in the basement of the store building and all of the paved and unpaved surfaces delineated on Exhibit C (Map).

F.2.2. The Fallen Leaf District is committed to the support and protection of the environment. The Fallen Leaf Marina was the first marina in the Tahoe Basin to implement mandatory hot water boat washing to prevent invasive species from entering the lake. Proper washing and inspection will require employees to go to regional training courses in invasive species. Lessee will be responsible for making all possible effort to further protect Fallen Leaf Lake. (See Exhibit F, Green Operations)

F.2.3. The marina contains 78 mooring slips, 62 of which are for rental on a daily, weekly or seasonal basis. The District annually sets rental and launch rates in consultation with the lessee. In 2022, slips rented for \$1750 for residents and \$2,150 for Non-Residents for the season, \$800 monthly, \$250 weekly, \$50 daily. Launching rates were \$50 per launch. Non-motorized vessel wash is free prior to launch. Eight slips are reserved for temporary mooring and six are reserved for the lessee's rental/service boats.

F.2.4. Lessee will operate and control boat launching including the hot water boat washing facility. No boats or watercraft of any kind may be launched into the lake until they have undergone a hot water wash and inspection for any attached invasive species. Boats being re-launched from a previous Fallen Leaf launching that have an intact seal placed on the propeller by the Fallen Leaf marina at the time of exiting Fallen Leaf Lake are exempt from washing. The launch ramp must remain closed and chained off at all times unless there is a person from the marina in attendance and an approved boat is launching. Arrangements shall be made for the launching of boats prior to the opening of the season.

F.2.5. Lessee shall print, and inform boaters of, and hand out a copy of, Exhibit G (Boating Regulations) at the time of each launch. This includes daily users, mooring customers, and lake residents with private docks.

F.2.6. There is very limited parking available in the Community Area and the District is constrained by other authority from providing more. One space is reserved for the fire department, two spaces reserved for the Disabled, a pair of tandem spaces is reserved for Marina staff, and a

pair of tandem spaces is reserved for store/café staff. People launching boats must arrange to have their trailers stored off site. (See Exhibit E, (Policies and Procedures) for further explanation of parking opportunities/restrictions)

F.2.7. Marina lessee is responsible for daily care of the parking areas, volleyball court, beach raking, sweeping, trash clean-up, and landscape watering and maintenance etc. The marina should be maintained in a neat and safe condition. Lessee shall inspect the area daily for possible hazards, correct simple problems like loose boards or dropped branches, and should report significant issues like gas tank/pump problems or broken breakwater attachments immediately to the General Manager.

F.2.8. Lessee shall provide a fleet of rental boats such as outboards not exceeding 15 hp, rowboats, kayaks, sail boats, and pontoon boats. No rental ski boats, or personal watercraft are allowed without marina-supplied drivers. No parasailing or similar activities are allowed from rental boats.

F.2.9. The lessee must operate and staff a rescue/retrieval boat to assist boat renters in distress or who don't return as scheduled.

F.2.10. Lessee is to operate the gasoline pump installed on the fueling dock and sell gasoline and related products. Lessee sets rates and refills the gas storage tank as needed. An effort to set gas rates at a level to encourage use of the marina fueling facility, rather than private gas cans carried from town, would improve lake water quality, and decrease the fire danger of stored gas cans.

F.2.11. The small public swimming beach area to the east of the marina docks is the only public beach at the South End of Fallen Leaf Lake.

- It must be always maintained in a neat and orderly fashion. This requires raking, clean-up, and trash removal.
- The portion of the beach east of the east-most "pier" is reserved as the Swimming Area. It is to be roped off to prohibit boat access, with no slips other than for sail boats on the east side of the "pier".
- There is to be a swim float for the enjoyment of those using the beach. The beach is to be clearly marked "Swim at Your Own Risk, No Lifeguard on Duty" and to be marked "No Dogs on the Beach" by signage provided by the Lessee.
- Kayaks and canoes that have been hot water washed can be launched from the area between the two eastern "piers" but not from the swimming beach.

F.2.12. The marina's floating docks, slips and fingers must be removed from the water in the fall and stored on Community Area property for the winter. In the spring they must be reassembled and reinstalled in place for the summer season. Lessee is responsible for this operation which may require the use of heavy mechanical equipment such as a forklift or backhoe equipped with forks.

F.2.13. Lessee must meet all OSHA rules and health regulations and is subject to government inspections and is responsible for obtaining and maintaining all necessary permits such as the Hazardous Materials Business Plan permit.

F.2.14. Lessee is responsible for a small marina “shack” that may be used for the renting of boats and watching/managing the marina facility. It should be noted that it may be necessary for the District to remove part of all of this shack in the future.

3. Store Operations

F.3.1. The lessee shall operate the General Store and all its attached facilities in the Store Building. This includes the public restrooms, outside eating areas, and basement storage Areas utilized for store/café storage as shown on Exhibit C (Map).

F.3.2. Lessee has use of an office work area in the upstairs of the General Store building.

F.3.3. The store building may be occupied, as a residence, by the fire chief up to 12 months a year; therefore, lessee is responsible for maintain the building and facilities throughout the entire 12 months of the year. This includes preparing public areas to open in the spring and close in the fall. This also includes winterizing the facilities, draining water lines, securing electrical services, storing outside furniture, restoring critical systems after power outages (e.g., the fire suppression system) periodically checking on the conditions, and taking remedial action when necessary. Lessee will be held responsible for any damage that occurs to the building and facilities during the entire year because of its negligence or improper operating or closing procedures.

F.3.4. Lessee will provide a breakfast and lunch menu along with ice cream and coffee services. Lessee may elect to provide take-out prepared food and/or dinner options.

F.3.5. The store shall stock a balance of products that includes common groceries, produce, confectionaries, beverages, dairy products, beer and wine, newspapers, sundries, and may include souvenirs, small toys, fishing and hiking items, branded clothing items, maps, books and pamphlets about the area.

F.3.6. Lessee is responsible for ordering, stocking, and proper handling of all items for sale in the store and for use in cafe.

F.3.7. Lessee must meet all OSHA rules and health regulations relating to food handling and preparation and is subject to government inspections and is responsible for obtaining and maintaining all necessary permits such as the Fallen Leaf Fire Department inspection sticker on the kitchen hood, and the El Dorado County Health Department Food Facilitates permit.

F.3.8. Quality of food sold, and café items prepared in the store shall meet or preferably exceed minimum food quality standards set by the USDA and, where appropriate, shall bear the USDA seal. All fresh dated food products shall be rotated per dates on package. The Lessee shall be subject to periodic, unannounced audits of the food service operation by the District or other government agencies. The audit shall inspect:

- Service quality, courteousness, etc.
- Food quality, presentation, storage.
- Sanitation practices and conditions.
- Facilities and equipment appearance and maintenance.
- Safety conditions.
- Other related operations conditions and practices.

F.3.9. The public restrooms must be operable, stocked, and always maintained in a clean and sanitary condition, and must be open during normal hours of operation. The Store Lessee is responsible for providing restroom supplies and cleaning materials.

F.3.10. Lessee must utilize bear proof bins and is responsible for collecting and removing all debris, trash and garbage for the entire area. Trash bins should be located at appropriate locations near boat and beach users and other eating and gathering areas.

F.3.11. The Fallen Leaf District is committed to the support and protection of the environment. The lessee is responsible to operate the General Store and its related facilities in a manner consistent with the objectives described in Exhibit F, (Green Operations).

F.3.12. Lessee shall provide all necessary equipment and appliances not already provided by the District. Exhibit D, (District Property), lists all of the personal property owned by the District that will be furnished to Lessee at no charge. Lessee is responsible for maintaining the property in good condition and shall replace any items at Lessee’s expense that fail due to fault or negligence of the Lessee.

G. SUMMARY OF LEASE TERMS

1. Compensation to the District

Lessee(s)’s sole source of earnings are from the profits of the Store/café, Marina, and other operations using the District facilities after paying District the 2023 fixed rent as defined by Exhibit H.

Gross receipts are defined as all funds collected by Lessee from store/café, marina, and other operations, excluding items sold at the request of a community organization such as the Fallen Leaf Fire Department or the Fallen Leaf Chapel, but including parking revenues and receipts from all lessee’s other business activities, in and off season, that produce revenue that is generated by access to or use of a District resource. Lessee must furnish and install a point of sales system adequate to capture sales data.

Rent shall be paid in five installments: July 1, August 1, September 1, October 1 and November 1, with a final yearly sales and financial report and final payment due by the 15th of December see Exhibit “H”, (Fee Computation).

2. Term of Lease

The lease shall be in effect five years, from January 1, 2023, to December 31, 2028. The lease may be extended up to four additional years at the discretion of the District by amendment and mutual agreement between the District and Lessee based on sustained satisfactory performance renegotiation of compensation rates, or administrative need.

3. Security Deposit

A Security Deposit of \$35,000 (thirty-five thousand dollars) will be required to assure performance of the lease. Securities or a bond may be substituted in lieu of cash. Interest earned on the security deposit shall be returned to the lessee in December of each year. If the operations are separated, this amount may be lowered at the discretion of the District.

4. Key Personnel

The Lessee must be closely involved and continuously responsible for the conduct of the Store/Café and/or Marina operation. Lessee shall designate a principal, who shall have day to day supervision over lessee's operations and be actively involved at least 40 hours a week. The principal may not be replaced, nor the lease assigned, without District approval, which may be withheld. If replacement becomes necessary, District reserves the right to terminate the lease if the replacement is not acceptable to the District. The principal must undergo and pass a drug screening test.

5. Appearance and Quality

The District reserves the right to inspect the Area at any time for health and safety issues. The District maintains the right to temporarily close the Area or some portion of the Area due to safety hazards that cannot be immediately corrected. Health and safety are of primary concern. The determination is at the sole discretion of the District through its General Manager.

6. Insurance

Lessee shall maintain adequate workers' compensation for all employees. Lessee shall, at the Lessee's expense, maintain a policy or policies of commercial general liability insurance of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate plus additional \$5,000,000 "umbrella" coverage, for bodily injury, property damage or combination thereof. Lessee shall asl maintain the following coverage of not less than \$1,000,000 per occurrence:

- Maine Operators Legal Liability
- Protection and Indemnity
- Auto or Comprehensive Liability
- Liquor Liability

Lessee must present in their proposal evidence of insurability in the amounts and types listed.

In the event of natural disasters or failure of District or operator owned equipment, lessee will still be responsible for scheduled payments to District and there for may want to carry business interruption insurance, at lessee's discretion.

See Exhibit A for full insurance details and requirements.

7. Licenses

Lessee shall hold a valid California license for the sale of beer and wine if board approved and applicable. Lessee(s) and/or any third-party providers for any furnished services that produce income that is generated by access to or use of a District resource will have appropriate State of California licenses, such as general contractors license, engineering license.

Lessee shall obtain and maintain all business licenses and permits as required by law from all federal, state, county and local agencies to conduct any and all of Lessee's business and Lessee shall pay all license fees, sales taxes, personal property taxes and other taxes and assessments of every sort (except real property taxes) that may be due because of Lessee's operations.

If the Lessee does not currently hold a required license for a service it proposed to furnish, Lessee must post a \$35,000 security deposit at the time of lease award which will be held by the District to guarantee the license is obtained before start of operations. If a required license is not obtained, District may terminate the lease at no penalty and/or retain the security deposit. The Lessee shall maintain a valid Beer and Wine License unless such licenses are not approved by the board. Lessee's loss of such licenses shall constitute a material breach of this Lease.

8. Use of Premises, Quiet Conduct, and Aesthetics

The Community Area premises may be used only for Lessee's permitted use and for no other purpose, without obtaining District's written consent. Lessee will avoid any activity that could be a nuisance or disturb the quiet enjoyment of Fallen Leaf residents residing near the Area. (See Exhibit E (Policies and Procedures) for current hours.

Lessee will maintain and attempt to improve the aesthetic quality of the Area and the surrounding property. It is understood that under certain circumstances, during construction or repair projects, equipment may be needed in public areas, but generally the public area should be kept free of equipment and debris. The fire road between the General Store Building and the Beach is a public area.

9. Maintenance and Repair

Lessee shall maintain all assets of the District in proper working condition at all times, and shall immediately notify the GM of any malfunctioning equipment and/or damage to assets. Repairs arising because of ordinary use and Lessee negligence will be Lessee's responsibility, e.g., batteries, clogged drains, torn screens, damaged dock brackets. Daily cleaning and maintenance are the responsibility of the lessee. District is accruing reserves for major repairs and maintenance, e.g., annual fire suppression system service, regular painting, dock replacements, asphalt sealing

and striping, kitchen equipment replacements etc. The District will work with Lessee(s) to schedule maintenance and repairs in a timely fashion and at times least disruptive to business, but is it understood that this may not always be possible.

Lessee may submit offers to perform repairs for District as an independent licensed contractor.

10. Utilities

The utility bills for sewer, propane, water, electricity, telephone, fire inspections annual testing, fire systems monitor annually, EPA permits and any required permits or licenses will be paid by the District and the district will be reimbursed by the Concessionaire see Exhibit I (Utility Allocation).

II. LESSEE SELECTION

A. PROPOSAL SUBMISSION AND DUE DATE

Your written Proposal shall be submitted to Gary Gerren, General Manager, PO Box 9415, South Lake Tahoe, California, 96158 no later than December 1, 2022. Any proposal received after the time specified for receipt will not be considered.

Prospective Lessees shall identify in writing the person(s) authorized to negotiate on their behalf with the District in connection with this RFP, giving the name, title and telephone number of anyone so authorized.

B. PROPOSAL VALIDITY

Proposals submitted shall be valid for a period of 30 days from the above closing date.

C. PROPOSAL SUBMISSION

You may submit proposals for the combined marina and store operation or each separately. If you submit a combined proposal but would consider operating only the marina or only the store, you are urged to submit separate proposals covering each of these operations as stand alone proposals.

The Proposal shall be concise, specific, complete and demonstrate a thorough understanding of the Scope of Work and terms and conditions of the Lease. The Proposal shall be limited to twenty pages excluding attachments. They should address, at a minimum, the following elements:

1. Compensation to District

The proposed payment to District shall be submitted on Exhibit H (Fee Computation), listing the base rent commitment and percentages for payment to District as a percentage of gross revenue.

2. Services Offered, Flexibility/Creativity

Proposals should include examples of cases where principles have shown an ability to assess the needs/desires of a group of users/constituents and reacted in a positive way to enhance the current situation by offering additional desirable services.

Proposals should clearly indicate what services will be offered for the Fallen Leaf Community Area. Distinguish between:

- **BASIC SERVICES** you will provide along with an indication of your pricing strategy compared to prices of other retailers in the area. Indicate variety and depth of proposed stock in the store and the fleet of rental boats. Submit a proposed sample menu with proposed 2023 prices for your deli service including coffee and ice cream offerings.
- **ENHANCED AND ELECTIVE SERVICES** that, if an interest or need is perceived by the District, could be furnished such as: take out foods from deli, prepared dinner meals, special dinner evenings at the store, “home baked” bakery products, gourmet sandwiches and burgers, ice cream specialties, marine (dockside) delivery of passengers or freight, marine and land hauling and disposal, dock building and repair, wireless internet services, boat and trailer take-out, hauling, and storage, minor boat repairs, snow removal, heavy equipment etc. Provide details on what you would/could provide and pricing.

3. Experience

This section shall provide evidence of the proposed key team member(s)’ ability and past general experience to administer a similar operation and to work with the District General Manager, a Board of Directors and/or other government entities. Proposals must include resumes that list the names. Addresses, telephone numbers, and contacts for references of the identified key team member(s) to be involved in the project, including present positions, length of time in that position, experience in the type of project as specified herein, education, certifications, required licenses held and references.

4. Acceptance of Lease Terms and Conditions

An acceptance of the agreement’s terms and conditions of Proposed Concessionaire Lease is highly desirable. Exceptions are not encouraged, but if a change is requested, the proposal should provide the reason. Requested changes may decrease the evaluation rating.

The final lease terms and conditions will be modified as necessary to accommodate a split lease or if the District elects to run one operation itself.

5. Financial Plan

This section will include evidence of financial qualification, including either two year's financial statements of related operations or evidence of financial capability/network satisfactory to the District, and evidence of insurability in the amounts listed herein. Lessee must demonstrate the ability to make start-up investments required for the operation. While basic financial capability is required, excess financial capability is not and will not increase Lessee' score.

D. BASIS FOR SELECTION

The District will be looking for a single Lessee for both operations, a combination of two Lessees (one for each operation), or a single Lessee for one operation to combine with District management of the other operation. The District intends to select the Lessee(s) whose Proposal(s) contain(s) the combination of features offering the best overall value to District. Your proposal should address all of the points listed above under Proposal Content and below under Basis for Selection.

The District may award a lease or leases on the basis of the initial proposal(s) received without holding discussion with others, or may engage in negotiations with those prospective Lessees in a competitive range. Therefore, your proposal should offer your best terms. The District is not obligated to select any proposal, and may decide to run either or both operations itself; it may also decide to reject all proposals and re-post the opportunity if, in its judgement, no proposal or combination of proposals enable it to meet its financial and operational objectives.

These criteria will be used for evaluation of proposals and are listed in descending order of importance.

1. Financial Return to the District

The District requires an adequate return while maintain and enhancing the quality of life for the Fallen Leaf Lake residents and guests. Higher return will be considered favorably. These factors have a bearing on financial return:

- Ability to meet or exceed suggested fixed and percentage rent as shown on Exhibit H, (Compensation Form).
- Ability to decrease maintenance and repair costs.

2. Services Offered, Flexibility/Creativity

Proposals will be evaluated and scored based on the following factors:

What desirable Basic services or products (with proposed prices) are offered that the Community needs or would be interest in? What are not offered that the Community considers basic?

What Enhanced and Elective services or products (with proposed prices) are offered that may enrich the Community experience without overreaching or changing the mountain feeling, that would be of interest to a reasonable number of residents and/or the public in general.

Proposals that demonstrate creative ideas to enhance the “green” management of the lake and make the Community area a hub of the lake will be considered favorably.

The evaluators will choose those offerings they feel are the most valuable to the Community (and secondarily to the public at large) and award points on an aggregate basis for them. Offerings deemed too expensive or not valuable or not of significant interest, or ones that District elects to handle itself, will neither be a cause for subtracting points, nor will they be given any point credits.

3. Previous Experience of Principal and Key Personnel in a Similar or Related Operation

This includes:

- The ability to work with others as an indication of ability to work with the District General Manager and possibly with another operator with whom the Area might be shared.
- Experience in servicing both a local Community and the public
- Experience in retail sales, food preparation and service, and staff supervision (store only)
- Experience in marina operations/services and staff supervision (marina only)
- Environmental, safety and health record.
- Experience and systems necessary to support organizational and accounting controls.
- Technical skills required to handle day-to-day repairs and operations.
- Any licenses held relating to services being offered.

4. Acceptance of Lease Terms and Conditions

Substantial acceptance of the Lease Terms and Conditions is required. Significant rejection of the Terms and Conditions may, in the judgment of the District, cause a proposal to be considered non-responsive. Reporting of all of the categories of revenue and expense required by the District when requested.

5. Financial Stability

The potential Lessee must provide convincing evidence of its financial qualifications sufficient to assure compliance with start-up costs, security deposits, insurance requirements and Lease terms. A minimum net worth of \$500,000 (five hundred thousand dollars) should be demonstrated for

lessees of both operations. Higher figures will not significantly enhance your rating. Insufficient finances shall be a cause for a proposal to be rejected regardless of the ranking on the other evaluation criteria.

E. REFERENCE CHECKS/INTERVIEWS

Reference checks will be performed as needed. Those potential Lessees whose proposals best meet the above criteria may be invited to present additional information to the Board in response to specific questions submitted by Board members. Different questions may be asked of different responders. Interviews will be scheduled as soon as possible after the evaluation of proposals by the District.

F. LEASE AWARD

The final terms of the Lease and Rental Agreement will be negotiated with the selected Lessee(s), but most, if not all essential terms are as specified in Proposed Concessionaire Lease. Adjustments will be made if the multiple operator option is selected. The District does not contemplate engaging in extended lease negotiations. All Proposals will remain the property of the District. A prospective successful Lessee will have a maximum of 30 days to finalize a lease with the District. The District's decision regarding termination of negotiations shall be absolute and final.

G. RIGHT TO REJECT

The District may (1) reject any or all proposals if such action is in the District interest, (2) accept other than the highest monetary return to the District, and (3) waive informalities and minor irregularities in proposals received. The District reserves the right to amend the RFP or to withdraw it entirely.

H. PROPOSAL EXPENSE

This RFP does not commit the District to pay for any costs incurred in connection with this request.

II. EXHIBITS

The following Exhibits are attached hereto and hereby made a part of this RFP.

Exhibit “A”. Agreement Between the Fallen Leaf Lake Associates and the Fallen Leaf Lake Community Services District (**Associates Agreement**)

Exhibit “B”. TRPA Agreement (**TRPA Agreement**)

Exhibit “C”. Fallen Leaf Community Area Map and Diagrams (**Map**)

Exhibit “D”. Fallen Leaf Lake, California Community Services District (CSD) Inventory of CSD Owned Personal Property as of fall of 2022 (**District Property**)

Exhibit “E”. Policies and Procedures, Community Area at Fallen Leaf (modified March 3, 2018) (**Policies and Procedures**)

Exhibit “F”. “Green” Operations Guidelines (**Green Operations**)

Exhibit “G”. Fallen Leaf Boating Regulations (**Boating Regulations**)

Exhibit “H”. Fee Compensation Form (**Compensation Form**)

Exhibit “I”. Utility Allocation

The parenthetical bold-faced exhibit titles are used throughout this document rather than the full title and shall have the same meaning.