



401 Fairway Blvd.
Spring Creek, NV 89815
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REQUEST FOR PROPOSALS

Marina Concessionaire

Company Name: _____

Company Address: _____

Contact Person: _____

Contacts Telephone: _____

Contacts Email: _____

Contacts Fax: _____

SUBMITTAL: **Deadline February 16, 2024 at 4:00 PM**

Responses submitted to:

**Jessie Bahr
Spring Creek Association
401 Fairway Blvd.
Spring Creek, NV 89815**

Signature of Proposer

Date

About the Spring Creek Association:

Spring Creek Association, whose office is located at 401 Fairway Blvd., Spring Creek, NV 89815 is soliciting proposals for **Marina Concessionaire**.

The Spring Creek Association is a private, property owners association with 5,420 lots that provide rural Nevada residential living opportunity with several amenities. Located near the base of the Ruby Mountains lies the 23.4 square mile rural community of Spring Creek. Outdoor Recreation and Spring Creek have become synonymous. Lamoille Canyon, Southfork Reservoir State Park, and the Ruby Lake National Wildlife Refuge are all within a short drive.

There is easy access to Spring Creek via Lamoille Highway (SR227) from Interstate 80 in Elko, Nevada. Newcomers are welcomed and considered a valuable resource who bring fresh perspective and experience. It is easy to become involved in the many active youth and adult clubs and organizations available. Spring Creek is family friendly. An example is the outdoor recreation at our 32-acre stocked private marina, which provides opportunities for fishing, canoeing, wildlife viewing, covered picnic areas with grills, open space and playground equipment. Spring Creek Association property owner assessments are used for the maintenance and operation of all amenities as well as the expenses involved with managing such a large area and diversified Homeowner's Association.

There are approximately 150 miles of roadways in Spring Creek, all of which have chip-seal surfacing. Elko County School District operates two Elementary schools, a Middle School, and a High School in our area. Our access to quality healthcare professionals and facilities is expanding. The business climate in Spring Creek allows home-based businesses. You will find a major grocery store, pharmacy, post office, credit union, dental office, barbers, beauty salons, hardware store, variety store, gas stations, convenience stores, pizza parlors, sandwich shops, variety of restaurants, lounges, gaming, fitness centers, legal services, pet grooming, car washes, realty office, manufactured home sales, refuse collection services, propane services, feed store, multiple churches, auto repair, building and construction contractors with space still available for new businesses to locate and grow.

INTRODUCTION AND INSTRUCTIONS TO PROPOSERS

1.1 Introduction

The Spring Creek Association invites qualified persons to submit written proposals for providing concessionaire services at the Marina including watersports, rentals and concessions. See project background under Scope of Services below. Should an award be made, the selected Proposer will enter into a usage agreement with The Spring Creek Association.

1.2 Proposed Time Schedule

Request for Proposal Posting: January 31, 2024

Walk-through of property: February 7, 2024 (if requested)

Written Question Deadline: February 12, 2024

Submittal Deadline: February 16, 2024

Board Meeting Presentation: February 28, 2024 – MUST BE PRESENT FOR 10 MINUTE PRESENTATION

Tentative Award: February 29, 2024

1.3 Instructions to Proposers and Procedures for Submittal

Ten (10) printed copies and one (1) electronic version of the proposal sent via email to jessiebahr@springcreeknv.org, of the proposal must be submitted in a sealed envelope or box bearing the name of the Proposer, marked MARINA CONCESSIONAIRE, submitted only to the following address:

Jessie Bahr
Spring Creek Association
401 Fairway Blvd.
Spring Creek, NV 89815

Proposers are solely responsible for ensuring their submitted proposal is received by The Spring Creek Association in accordance with the solicitation requirements, before the Submittal Deadline, and at the place specified. Postmarks will not be accepted in lieu of actual delivery. No oral, telegraphic, electronic mail, facsimile or telephonic proposals or modifications will be considered unless specified. The Spring Creek Association shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery. Delivery of proposals shall be made at the office specified in this Request for Proposal. Late proposals will not be accepted and will be returned to the Proposer unopened.

1.4 General Conditions

ADDENDUMS. Should it be necessary for The Spring Creek Association to issue addendums to this RFP during the proposal period, The Spring Creek Association will endeavor to notify the known holders of this RFP. The addendums will be posted on The Spring Creek Association web site for any interested parties to review. Proposal should include a notation that the Proposer is aware of all of the addendums which have been issued and has incorporated their provisions in their proposal.

ADDITIONAL INFORMATION. The Spring Creek Association reserves the right, to request additional information or clarifications from Proposers where it may serve The Spring Creek Association best interest.

ADDITIONAL SERVICES. The Scope of Work describes the minimum work to be accomplished. Upon final selection of the firm, the Scope of Work may be modified and refined during negotiations with The Spring Creek Association.

AUTHORIZED SIGNATURES. Every proposal must be signed by the person or persons legally authorized to bind the Proposer to a contract for the execution of the work. Upon request of The Spring Creek Association, any agent submitting a proposal on behalf of a Proposer shall provide a current power of attorney certifying the agent's authority to bind the Proposer. If an individual makes the proposal, his or her name, signature, and post office address must be shown. If a firm or partnership makes the proposal, the name and post office address of the firm or partnership and the signature of at least one of the general partners must be shown. If a corporation makes the proposal, the proposal shall show the name of the state under the laws of which the corporation is chartered, the name and post office address of the corporation and the title of the person signing on behalf of the corporation. Upon request of The Spring Creek Association, the corporation shall provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation.

AWARD OF PROPOSAL. The Spring Creek Association reserves the right to negotiate final terms with the selected Proposer, if any. Award may be made to the Proposer offering the most advantageous proposal after consideration by the Board of Directors.

COMPLIANCE WITH LAWS. All proposals shall comply with current federal, state, and other laws relative thereto.

CANCELLATION OF SOLICITATION. The Spring Creek Association may cancel this solicitation at any time.

COSTS. The Spring Creek Association is not liable for any costs incurred by Proposers before entering into a formal contract. The costs of developing the proposals, or any other such expenses incurred by the Proposer in responding to this RFP, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by The Spring Creek Association. No reimbursable cost may be incurred in anticipation of the award.

DISQUALIFICATION OF PROPOSER. If there is reason to believe that collusion exists among the Proposers, The Spring Creek Association may refuse to consider proposals from participants in such collusion. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. Reasonable grounds for believing that any Proposer is interested in more than one Proposal for the same work will cause the rejection of all Proposals for the work in which a Proposer is interested. If there is reason to believe that collusion exists among the Proposers, The Spring Creek Association may refuse to consider Proposals from participants in such collusion.

DOCUMENTS, EXAMINATION OF. It is the responsibility of the Proposer to carefully and thoroughly examine and be familiar with these RFP documents, general conditions, all forms, specifications, drawings, plans, and addenda (if any). Proposer shall satisfy himself as to the character, quantity, and quality of work to be performed and materials, labor, supervision, necessary to perform the work as specified by these documents. The failure or neglect of the Proposer to examine documents shall in no way relieve him from any obligations with respect to the solicitation or and subsequent contract that may be awarded. The submission of a proposal shall constitute an acknowledgment upon which The Spring Creek Association may rely that the Proposer has thoroughly examined and is familiar with the RFP documents. The failure or neglect of a Proposer to receive or examine any of the documents shall in no way relieve him from any obligations with respect to the proposal. No claim will be allowed for additional compensation that is based upon a lack of knowledge of any solicitation document.

INTERPRETATION OF RFP DOCUMENTS. The Spring Creek Association reserves the right to make corrections or clarifications of the information provided in this RFP. If any person is in doubt as to the true meaning of any part of the specifications or other RFP documents, or finds discrepancies or

omissions in the specifications, he may submit to The Spring Creek Association a written request for an interpretation or correction. Oral statement(s), interpretations or clarifications concerning meaning or intent of the contents of this RFP by any person are unauthorized and invalid. Modifications to the RFP, including, but not limited to the scope of work, can be made only by written addendum issued by The Spring Creek Association and posted on the website. The contact person for all questions regarding this RFP is Jessie Bahr, SCA President. She can be reached at 775.753.6295 or via e-mail at JessieBahr@springcreeknv.org. Proposers may not contact any other staff members with questions. The requesting party is responsible for prompt delivery of any requests. When The Spring Creek Association considers interpretations necessary, interpretations will be in the form of an addendum to the RFP documents, and when issued, will be posted on the SCA website. All such addenda shall become a part of the RFP document. It is the responsibility of each Proposer to ensure The Spring Creek Association has their correct business name, mailing address and e-mail address on file.

IRREGULARITIES. The Spring Creek Association reserves the right to waive non-material irregularities if such would be in the best interest of The Spring Creek Association as determined by the SCA President.

OFFERS OF MORE THAN ONE PRICE. Proposers are NOT allowed to submit more than one proposal.

OWNERSHIP. All data, documents and other products used or developed during the RFP process become the property of The Spring Creek Association upon submission.

NO OBLIGATION. The release of this RFP does not obligate or compel The Spring Creek Association to enter into a contract or agreement.

PROPOSAL, REJECTION OF. The Spring Creek Association reserves the right to reject any or all proposals or any part of a proposal. The Spring Creek Association reserves the right to reject the proposal of any Proposer who previously failed to perform adequately for The Spring Creek Association. The Spring Creek Association expressly reserves the right to reject the Proposal of any Proposer who is in default on the payment of assessments to The Spring Creek Association.

PROPRIETARY INFORMATION. All bid proposals and documents submitted in response to this RFP shall become the property of The Spring Creek Association and a matter of public record. Proposals should not be marked as confidential or proprietary, and The Spring Creek Association may refuse to consider a proposal so marked. All Information contained within the proposals will become a matter of public record.

PUBLIC RECORD. All proposals submitted in response to this RFP will become the property The Spring Creek Association upon submittal and a matter of public record pursuant to applicable law.

REPRESENTATIONS. Proposer understands and acknowledges that the representations made in their submitted proposal are material and important, and will be relied on by The Spring Creek Association in evaluation of the proposal. Proposer misrepresentation shall be treated as fraudulent concealment from The Spring Creek Association of the facts relating to the proposal.

RFP PART OF AGREEMENT. Should an agreement be awarded, this Request for Proposal and Scope of Services and all conditions may become part of the agreement between The Spring Creek Association and the successful Proposer.

SEVERABILITY. If any provisions or portion of any provision, of this Request for Proposals are held invalid, illegal or unenforceable, they shall be severed from the Request for Proposals and the remaining provisions shall be valid and enforceable.

WITHDRAWAL OF PROPOSAL. Proposers' authorized representative may withdraw Proposals only by written request received by The Spring Creek Association President before the Proposal Submittal Deadline.

PROPOSAL RESPONSE REQUIREMENTS TEN (10) printed copies and one (1) electronic version of the proposal via email. The contact person for all questions regarding this RFP is Jessie Bahr, SCA President. She can be reached at 775.753.6295 or via e-mail at JessieBahr@springcreeknv.org. If discrepancies are found between the copies, or between the original and copy or copies, the "ORIGINAL" will provide the basis for resolving such discrepancies. If one document is not clearly marked "ORIGINAL", The Spring Creek Association reserves the right to use any of the proposals as the Original. If no document can be identified as original bearing original signatures, Proposer's proposal may be rejected at the discretion of The Spring Creek Association. It is imperative that all Proposers responding to the RFP comply exactly and completely with the instructions set forth herein. Proposals must be concise, but with sufficient detail to allow accurate evaluation and comparative analysis. Proposals should be straightforward and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Do NOT include marketing brochures or other promotional material not connected with this RFP. All proposals shall be submitted on standard 8.5" by 11" paper in hard-covered binders. All pages should be numbered and identified sequentially by section.

2.1 Overview and Approach Understanding

Proposer must articulate a thorough understanding of concessionaire services for water sport rentals, equipment rentals, prepackaged concessions, Nevada State and Federal requirements, County and other permitting and licensing requirements.

2.2 Scope of Work

Description: The Association is seeking qualified persons to enter into a usage agreement for the Marina Concessionaire to allow operations for only non-motorized watercraft, water recreational activities and equipment rentals and a prepackage concessions OR food truck considerations. Concessionaire will be able to utilize the shed currently on the property for storage and point of sale interactions for food or other rental sales.

Permitting: There are no known permitting requirements through SCA. County permits may be required for business licensing, health, and other departments.

Specific Specifications:

- The proposal should include the amount proposed for the exclusive right to operate the rentals and concessions.
- The proposal should include a detailed plan to ensure that all users of the concessionaire renting equipment have signed a liability waiver indemnifying SCA and the requirement that life jackets must be worn at all times.
- The proposal should include a guarantee that at least one employee on site be trained in CPR at all times when operating and on premises.
- The proposal should include a pricing sheet listing the available services and products to be made available by concessionaire.

- The proposal should include a plan for the removal of rubbish, garbage and other materials from the area.
- The proposal should include a proposed start date and end date and outline the hours of operation for the facility.
- The proposal should include the length of agreement requested.
- The proposal should include a plan to provide SCA with monthly financials no later than the 10th day of the following month and an end of season profit/loss statement to SCA for use of the park. The proposer must also agree to provide proof of sales and use tax returns for each month the property is being used.
- The proposal should include a documented safety policy with mandatory walk-through and inspection of rental items daily.
- The proposal should address the attached "Exhibit A" in their proposal to address the plan and task sheet assigned to the Marina concessions.
- The proposal should include an understanding that the Marina is an amenity of SCA and this agreement does not preclude the use of property owners for their sole enjoyment.
- The proposal should include proof of insurance, or ability to obtain, a general public liability policy with limits not less than \$1,000,000/\$2,000,000 per occurrence and SCA shall be named as an additional insured. In addition, the proposer shall provide Nevada Industrial Insurance coverage if it is required for its employees.

Qualification: Ability to show previous concessionaire/rental experience. Insurance; General Liability, Automobile and Workmen's Compensation \$1,000,000 coverage.

Submission Requirements: Written Proposal and Proposed Plan.

EXHIBIT A
Marina Summer Plan and Task Sheet

1. Clean Bathrooms (Morning)

- Wipe down and disinfect all hard surfaces. Scrub toilets.
- Replace soap and toilet paper as needed
- Hose off floors

2. Check Trash Cans (Morning)

- Change bags when half full
- Place used bags in large dumpster

3. Check Dog Bags (Morning)

- Replace trash bags and dispose
- Replace dog bags as needed

4. Blow off Playground Path (Morning)

- Clean rubber mulch off playground path with hand blower

5. Rake Beach

- Remove debris (feathers, goose poop, trash etc), especially along waterline. Bag and dispose.

6. Re-Check (Afternoon)

- Recheck bathrooms and trash cans

All cleaning supplies, including rakes and hand blowers will be left in the marina storage room. Concessionaire will be given a marina bathroom key, a 333 key and a dog bag key.