

**CASITAS MUNICIPAL WATER DISTRICT
LAKE CASITAS RECREATION AREA**

11311 Santa Ana Road
Ventura, California 93001

REQUEST FOR PROPOSAL

Notice is hereby given that proposals are being requested to operate a Park Store Concession at Lake Casitas Recreation Area located at 11311 Santa Ana Road, Ventura, California 93001 per the attached specifications.

Proposals will be received in the Casitas Municipal Water District Office, located at 1055 Ventura Avenue, Oak View, CA 93022, until **3:00 p.m., December 20, 2011**. At this date and time all proposals will be publicly opened in the Board Room. Only the names of the Proposers will be read aloud. If further information is needed, please contact Carol Belser, at (805) 649-2233 X 111.

A pre-proposal meeting will be held on Thursday, December 8, 2011 at 10:00 a.m. at Lake Casitas Recreation Area Park Store to address and answer questions from prospective Proposers.

MAILED proposals must be addressed as follows and marked "Park Store Proposal" and submitted to the below address by the December 20, 2011 3:00 p.m. deadline. Postmarked dates will not be accepted:

Casitas Municipal Water District
1055 Ventura Avenue
Oak View, CA 93002
Attn: Rebekah Vieira

It is the responsibility of the Proposer to ensure that any proposals submitted shall be received prior to the opening time. **Proposals received after the December 20, 2011, 3:00 p.m. deadline will be returned to Proposers unopened.**

The receiving time in the District Office will be the governing time for acceptability of proposals. Proposals will not be accepted by telephone, facsimile or e-mail. **ALL PROPOSALS** must bear original signatures and figures.

1. Introduction

(a) Casitas Municipal Water District "Casitas" is seeking a corporation, business, or individual to operate a Park Store Concession to provide a source for customers to purchase basic groceries, ice, fire wood, camping accessories, beverages, beer, wine, confectionaries, gift shop items and propane from the Park Store facility that is located within the Lake Casitas Recreation Area "LCRA" located at 11311 Santa Ana Road, Ventura CA 93001.

(b) The LCRA and Park Store Demised Premises are show on Exhibits: A 1 - Aerial of the LCRA, A 2 - Park Store Demised Premises Site Map, Exhibit B - Lake Casitas Recreation Area Campgrounds Brochure Location, C – Example Concession Agreement.

The LCRA is operated by Casitas under a Management Agreement with the U.S. Bureau of Reclamation ("USBR").

(c) Lake Casitas has a capacity of 254,000 acre-feet and is a reservoir for domestic, municipal, irrigation and industrial use. The LCRA encompasses 1,200 acres of land and is surrounded by 3,500 acres of

scenic non developed watershed lands. Because Lake Casitas is a drinking water reservoir, no swimming or body contact is allowed.

(d) The LCRA has an annual operating budget of approximately 3.5 million dollars. It is operated entirely from entrance, camping and waterpark receipts and concession revenues, receiving no Federal, State or County general fund contribution for its operation.

(e) LCRA is a popular year round recreation and camping area with approximately 413 groomed sites ranging from full hook ups to tent camping drawing both RV and tent campers. The approximately 750,000 visitors annually are primarily from the Southern California region.

(f) Recreational activities include camping, fishing, boating, hiking, wildlife viewing, a summer season Water Adventure, nature activities, biking, children's playground structures, basketball court, disc golf, radio controlled air strip, plus day use activities such as picnicking. The LCRA also provides several group sites for social gatherings, has a comprehensive Marina offering boat rentals, docking and a Marina Café.

2. Business Terms

Following the selection of a proposal by Casitas, 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 Casitas Municipal Water District and the USBR.

(a) Proposed Term: Casitas has the authority to offer a ten (10) year term.

(b) Proposed Payments:

(1) Basic Rent: \$2,500.00 per month. The 2,500 will be adjusted in the 5th year of the contract execution date and adjusted accordingly with any upward changes in the Los Angeles, Riverside, Orange County Consumer Price Index (CPI) Urban Wage Earners and Clerical Workers year ending June and rounded to the nearest 10th of a percent (0.10%).

and

(2) Five percent (5%) of gross sales excluding alcohol sales.

(c) Required Insurance: Concessionaire shall provide General Liability Insurance with coverage limits of not less than \$1,000,000 per occurrence and \$2,000,000 in aggregate and Alcoholic Beverage coverage. All insurance coverages are to be placed with insurers which (1) have a Best's rating of no less than A-; and (2) are admitted insurance companies in the State of California naming Casitas Municipal Water District and the United States Government as additional insured. This will be a condition of the Concession Agreement. Concessionaire shall also provide Workers' Compensation and Employers' Liability Insurance to cover all concessionaire staff while performing any work incidental to the performance of the Concession Agreement.

(d) Hours of Operation: The Concession shall be open for business daily corresponding with the LCRA opening and closing hours which vary during the year. Concessionaire is encouraged to operate the business seven (7) days a week and on holidays when extended hours are encouraged.

(e) An example Concession Agreement, containing most of the standard terms and conditions required by Casitas for a concession agreement, is attached hereto as Exhibit D. **It is the responsibility of the Proposer to review the example agreement, examine the economic environment, and conduct such further investigations as are necessary or appropriate to ensure that the nature of the undertaking and the obligations to be assumed by the Proposer are fully understood.**

3. General Requirements

The intent of this Request for Proposal ("RFP") is to result in a Concession Agreement for the Park Store at LCRA. 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 Casitas policies. A Proposer's 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 Casitas' mandatory requirements, this RFP includes instructions prescribing the format and content of the proposal to be submitted.

(a) Examination of the Request for Proposal: Proposers should carefully examine the entire RFP and exhibits thereto and should become fully aware of the nature of the services to be provided.

(b) Questions Regarding the RFP: If further information is needed, please contact: Carol Belser, Park Services Manager at (805) 649-2233 x 111.

(c) Proposers are strongly recommended to monitor the LCRA website at www.lakecasitas.info where the RFP and any necessary addenda will be posted. Verbal communications from Casitas staff concerning the RFP are not binding on Casitas and shall in no way excuse the successful Proposer of obligations as set forth in the RFP and any addenda thereto.

4. Steps of Proposal Development and Review

(a) Preparation: The proposal must be complete in all respects as required in these specifications described in detail in Section 7 entitled "Proposal Contents". 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,

(b) Proposer's Cost: The cost of developing a proposal is the responsibility of the Proposer and is not chargeable to Casitas.

(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 the Assistant to the General Manager 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.

5. Qualifying Proposals Must Address All Items

(a) Submittal and Selection Process: Casitas reserves the right to award the contract to the Proposer whose proposal is in the best interest of Casitas, as determined by Casitas. The basis of the award shall be, but is not limited to, the criteria below.

(b) Qualifications of Proposer: Business history and experience, type of legal entity with whom Casitas would contract, etc.

- (c) Project Management: Qualifications of project manager.
- (d) Results of Credit: Credit, business, and personal reference checks.
- (e) Business Plans: Proposer's plans for operations to enhance current and future business activity and opportunities for optimum customer service.
- (f) Any other criteria Casitas determines necessary for a fair and complete proposal.

Note: The above criteria are not listed in order of importance. Weighted values will be assigned to the criteria during the evaluation process. Once an award recommendation is decided upon by Casitas, the proposals will be available for public inspection (See Section 6).

(g) Conformance to Specifications: Each proposal will be checked for the required material and information in conformance with the requirements of this RFP. These requirements are obligatory and failure to respond fully may deem the proposal non-responsive.

6. Proposal Terms

(a) Right to Reject Proposals and Waive Defects: Casitas 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 Casitas in response to this RFP, and subsequent documents deemed necessary by Casitas, will become and remain irrevocably the exclusive property of Casitas. All information, documents, and material, with the exception of 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 Casitas Municipal Water District Board of Directors.

(d) Proprietary Information: Proposer should clearly designate any and 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 Casitas' 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.

7. Proposal Contents

All proposals should include, at a minimum, the information described in the following section. The inclusion of any additional information that will assist in the evaluation is encouraged.

- (a) Proposer's Business Concept and Plan:
 - (1) Submit a description of any planned capital improvements to the facility as referenced in Section 9 "Proposal Evaluation".
 - (2) Include a tentative plan for merchandising and promotions, including a listing of key supply elements within the Park Store and adjacent area. Additionally, provide a cost estimate for any proposed improvements (shelving, benches, 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 Section 2(d).
- (4) Submit a projection of revenues and expenses for a five-year period. Identify funding/financing for capital improvement costs.
- (5) Submit a marketing and advertising plan for the business.
- (6) Confirm that all insurance requirements will be met.
- (7) State your proposed minimum monthly payment and percentage payment to be paid to the Casitas and your desired lease term.
- (8) Provide contact information including name, address, and phone number
- (9) Indicate business entity, e.g. corporation, sole proprietor, partnership, etc.
- (10) List corporate officers if applicable.
- (11) Indicate the length of time and locations at which Proposer has operated a similar business(s).
- (12) Provide a minimum of three (3) business and three (3) personal references.
- (13) 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.
- (14) Provide a minimum of three credit references.
- (15) 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.
- (16) Indicate if the Proposer has ever filed for bankruptcy or had projects that have been foreclosed on. If applicable, list the dates and circumstances.
- (17) Submit any other documents or reports that would assist in determining the financial condition of the Proposer.

8. Disclosures

- (a) Casitas will provide the lease site "As Is" at the time of the Concession Agreement execution.
- (b) New concessionaire is solely responsible to obtain equipment/products through business/purchase arrangements with current concessionaire. **Casitas does not represent this bid to include equipment/products that are owned by current concessionaire.**
- (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 Casitas, all the necessary permits and approvals required by Casitas, the USBR 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 Demised 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) Casitas will conduct a credit check and background check on the Proposer.

(f) Current concessionaire has right of first refusal allowance for this bid procedure. There are no such right of first refusal allowances in any future contracts.

(g) Visitation numbers from 2008 to 2011 are reflected on Table 1 attached hereto. Numbers reflect individual visits to Lake Casitas 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 Casitas: See attached Table 2.

9. Proposal Evaluation

(a) Evaluation process and Criteria for Evaluation: Specific criteria have been established to assist Casitas 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 Casitas.

(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: Casitas 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.

10. Qualification of Proposal

This is not a bid solicitation and therefore Casitas 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.

11. Submission Requirement

One original and one copy of the proposal must be submitted by the time and date stated on page 1 of this RFP. Questions regarding the RFP should be directed to Carol Belser, Park Services Manager at (805)-649-2233 x 111.

12. 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 all information except that information defined below as excluded, will be treated as public information and made available upon request for review to other proposers and the public. Any Agreement entered into is subject to the prior approval of the USBR.

All excluded information which contains financial assets, net worth, and other such information of a non-public nature, including real estate appraisals and rating sheets and other notes resulting from the evaluation process, will be treated as confidential information by Casitas and will not be made available for public review or to other proposing parties.

Attachments

Table 1
Table 2

Exhibits

A - 1 Aerial of LCRA
A - 2 Park Store Demised Premises Site Map
B - Lake Casitas Recreation Area Campgrounds Brochure Location – under separate cover
C – Example Concession Agreement –under separate cover

Table 1
Visitation numbers from 2008 through September 2011

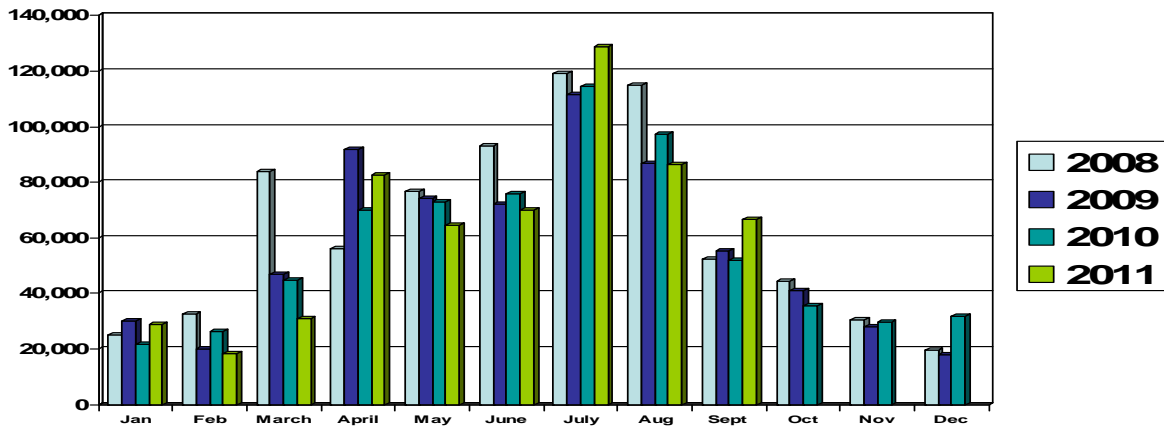
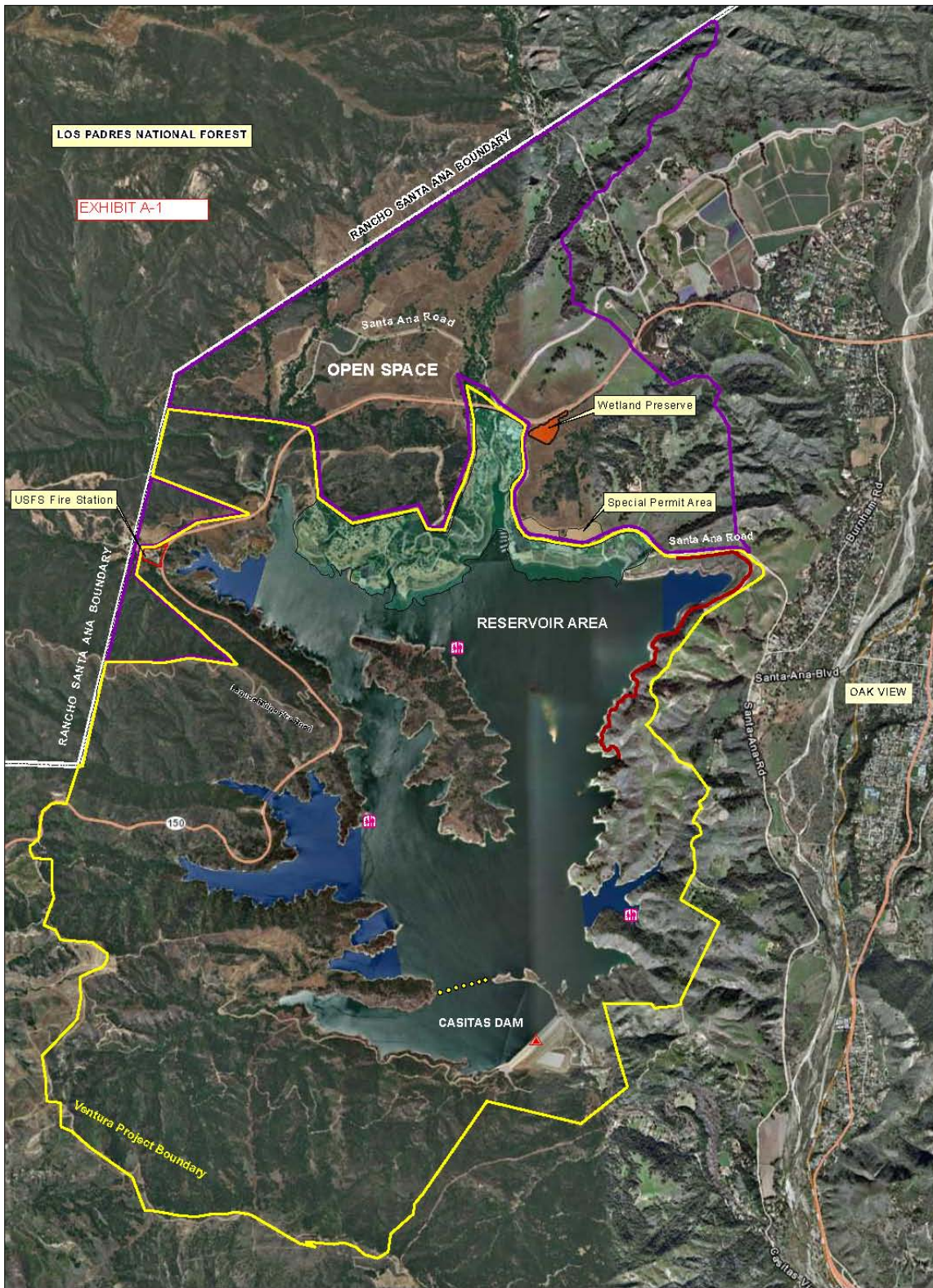


Table 2
Revenue Received by Casitas

	Fiscal Year Ending June 2008	Fiscal Year ending June 2009	Fiscal Year ending June 2010* *Store vacant in June 2010	Fiscal Year ending June 2011* *Store vacant July 2010 – March 2011	Current Fiscal Year ending June 2012*
Park Store Percent Rent Terms:	All gross receipts (including alcohol) of sales the greater of a or b: a) Minimum monthly \$200 or 5% Oct - March b) Minimum monthly \$1,400 or 10% April – September	All gross receipts (including alcohol) of sales the greater of a or b: a) Minimum monthly \$200 or 5% Oct - March b) Minimum monthly \$1,400 or 10% April – September	All gross receipts (including alcohol) of sales the greater of a or b: a) Minimum monthly \$200 or 5% Oct - March b) Minimum monthly \$1,400 or 10% April – September	5% Gross receipts excluding alcohol sales. Or if gross is over \$50,000 then 8% of gross receipts excluding alcohol sales	5% Gross receipts excluding alcohol sales. Or if gross is over \$50,000 then 8% of gross receipts excluding alcohol sales
Amount Paid to Casitas	\$43,896.36	\$43,527.64	\$35,377.17	\$3,343.26	\$12,136.40 *July 2011 through October 2011



- Legend**
- Restrooms
 - Casitas Recreation Area
 - Casitas Reservoir Lands - Ventura River Project
 - Open Space "Title IV Lands"
 - Casitas Dam
 - Bike Trail
 - Posted Closed Shoreline
 - Buoys
 - Special Permit Area



RECLAMATION
Managing Water in the West



