



WATER ORIENTED RECREATION DISTRICT

REQUEST FOR PROPOSAL (RFP)

NON-MOTORIZED BOAT AND WATERCRAFT RENTAL FOR COMAL PARK

The Water Oriented Recreation District (WORD) is seeking proposals for non-motorized (Such as Kayaks, SUP, and Canoe) boat and watercraft rental contractor to provide rental service at Comal Park.

WORD will receive sealed proposals in the WORD office, 1928 FM 2673, Canyon Lake, Texas 78133. Proposals must be received by 11:00 A.M., Friday, March 15th, 2024.

The complete RFP may be obtained at the WORD office or requested via email from info@wordcc.com. *Packages may be available starting, Friday, March 1, 2024.* This Request for Proposal may be canceled at the discretion of the WORD Board of Directors or WORD General Manager. WORD hereby notifies all Proposers that, in regard to any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded equal opportunities to submit RFPs in response to this request and Proposers will not be discriminated against on the grounds of race, color, sex, age, religion, or national origin in consideration for an award.

In the award of proposals, consideration shall be given to such matters as supplier integrity, record of past performance, financial and technical resources, and accessibility to other necessary resources. WORD reserves the right to reject any and all proposals, to waive any informality in the RFP process, and to make the award to the supplier providing the proposal that, as determined by WORD, best meets the needs of the park.

WATER ORIENTED RECREATION DISTRICT REQUEST FOR PROPOSAL

I. PURPOSE OF REQUEST.

The Water Oriented Recreation District (“District”) is requesting proposals for the furnishing of all staffing and equipment necessary to provide a non-motorized boat and watercraft rental and outfitter service at Comal Park. The park’s needs are outlined in the following Request for Proposal (“RFP”). WORD is committed towards developing and growing new non-motorized boat and watercraft experiences for park visitors.

II. TIME SCHEDULE.

Deadline for Submittal of Proposals 11:00 A.M., Friday March 15, 2024

III. INSTRUCTIONS TO PROPOSERS.

All proposals should be submitted to the WORD Office, P.O. Box 2789, Canyon Lake, Texas 78133.

All proposals must be in a sealed envelope and clearly marked “RFP Non-Motorized Boat Rental for Comal Park.” All proposals must be received by 11:00 A.M., Friday, March 15, 2024. at which time they will be opened. No faxed or telephone proposals will be accepted. Proposals received after the specified date and time will not be considered.

Proposals should be prepared simply and economically, providing a straightforward, concise description of provider capabilities to satisfy the requirements of the request. Emphasis should be on completeness and clarity of content. All proposals must include the following information:

- The names of individuals from those firms who will be working on the project and their areas of responsibility.
- A narrative background of proposer’s ability and experience in providing boat/watercraft rental services in a remote location setting. All employees may be subject to a background check prior to contract being awarded.
- A narrative on employee training in handling watercraft, safety, customer service and all other staff training provided.

- A minimum of three references indicating recent experience pertaining to boat rentals, include individual/company name, contact person and telephone number.
- An explanation of any temporary site improvements the proposer will make.
- List of proposed days of operation and hours.
- A list of onsite equipment the proposer will be providing (such as EZ up tents, vans, mobile workstations). Note: Golf carts, ATV or other motorized/electrical vehicles will not be permitted outside of designated parking areas and park roadways.
- A proposed list of all boats and watercraft available and costs for items to be rented.
- A list of any programs or adventure services that will be offered beyond just basic equipment rental (guided tours, learn to kayak, learn to SUP, etc.) if any.
- A list of any other merchandise that may be available for sale such as sunglasses, dry storage boxes, etc. Food and Beverage sales are not allowed unless included as a rental package in concert with certified WORD vendors.
- An explanation of routine cleaning and preventative maintenance schedules intended to insure attractive and safe equipment.
- Copy of all licenses, insurance certificates, and health cards obtained by proposer.

IV. **SELECTION CRITERIA.**

The ultimate objective of this RFP is to provide dependable services to the visitors of Comal Park. Accordingly, the successful proposer will be selected by WORD after evaluation of the following RFP elements:

- | | | |
|----|--|-----|
| A. | Compensation
A monthly rental fee proposed for exclusive rental opportunities at Comal Park | 25% |
| B. | Sale/rental Price of Products
Competitiveness of pricing for kayak and SUP rentals. | 25% |
| C. | Quality of Products and Service | 20% |

Quality of boats and watercraft offered and the firm's cleaning, maintenance, repair and employee training capabilities.

D. Experience/References 20%
Experience/performance on similar contracts with other public entities.

E. Local 10%
Business located within the Water Oriented Recreation District

Total Criteria Weight 100%
Each proposal will be independently evaluated on factors A-E.

V. TERMS AND CONDITIONS.

- A. WORD reserves the right to reject any and all proposals, and to waive minor irregularities in any proposal.
- B. WORD reserves the right to request clarification of information submitted, and to request additional information from any proposer.
- C. WORD reserves the right to award any contract to the next most qualified contractor, if the successful contractor does not execute a contract within thirty (30) days after the award of the proposal.
- D. Any proposal may be withdrawn up until the date and time set above for opening of the proposals. Any proposal not so timely withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days to sell to WORD, the services described in the attached specifications, or until one or more of the proposals have been approved by the WORD Board of Directors, whichever occurs first.
- E. The contract resulting from acceptance of a proposal by WORD shall be in a form supplied or approved by WORD and shall reflect the specifications in this RFP. A copy of the contract is available for review. WORD reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in this RFP, and which is not approved by the WORD Board of Directors.
- F. WORD shall not be responsible for any costs incurred by the firm in preparing, submitting or presenting its response to the RFP.

- G. A WORD Permit is required by the contractor. The contractor is responsible for remitting all WORD taxes in addition to all contract fees.

VI. SCOPE OF SERVICES.

Provide all non-motorized boat and watercraft rentals from **April 1 to October 31** at Comal Park. Contractors will be able to rent boats only in a designated area. Contractor may be able to also provide basic provisions such as sunglasses, sunscreen, dry boxes for sale or rent to users.

VII. COMPENSATION.

Please present detailed information on the firm’s proposed monthly fee schedule for the use of Comal Park. If selected, proposer shall pay WORD the following for the term of the Agreement:

- (a) Monthly Site Rental Fee of \$_____ per each month of service (OR) per the below schedule:

Month	Price per month	Notes/Special Consideration
March		
April		
May		
June		
July		
August		
September		
October		

It is understood that for calendar year 2024, not all these payment months would apply. If the contract is awarded mid-month, a prorated amount would apply based on days remaining in the month.

Payment is due 7 days prior to each month of service.

ATTACHMENT A

**ACKNOWLEDGMENT OF CERTAIN CONDITIONS OF
NON-MOTORIZED BOAT AND WATERCRAFT
RENTAL FOR COMAL PARK CONCESSIONS**

In the event of a successful award of contract, proposer acknowledges that:

1. Proposer will be able to comply with the insurance provisions of the WORD Contract, and to timely provide a certificate of insurance.
2. He/She will have in their possession, or will obtain prior to contract commencement, a WORD permit, as well as all other required permit or licenses required by the State of Texas, Comal County, Texas Parks and Wildlife, or any other lawful authority.
3. Abide by WORD's Vendor Policies and Procedures
4. Proof of all staff safety training.
5. Proposer will submit detailed monthly reports, due the 15th day of the following month, which shall indicate the amount and type of sales/rentals made.

ATTACHMENT B

**ACKNOWLEDGMENT OF REQUIREMENTS
REGARDING EXECUTIVE ORDER 13658**

DETERMINATION REGARDING EXECUTIVE ORDER 13658

Any reference in this section to “prime contractor” or “contractor” shall mean the Lessee and any reference to “contract” shall refer to the Lease.

The parties expressly stipulate this contract is subject to Executive Order 13658, the regulations issued by the Secretary of labor in 29 CFR Part 10 pursuant to the Executive Order, and the following provisions.

a. Minimum Wages.

(1) Each worker (as defined in 29 CFR 10.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the contractor and worker, shall be paid not less than the applicable minimum wage under Executive Order 13658.

(2) The minimum wage required to be paid to each worker performing work on or in connection with this contract between January 1, 2023 and December 31, 2023 shall be **\$15 per hour**. The minimum wage shall be adjusted each time the Secretary of Labor’s annual determination of the applicable minimum wage under section.

2(a)(i) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section

2(a)(ii) of Executive Order 13658 will be effective for all workers subject to the Executive Orders beginning January 1 of the following year. If appropriate, the contracting officer, or other agency official overseeing this contract shall ensure the contractor is compensated only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on www.wdol.gov (or any successor Web site). The applicable published minimum wage is incorporated by reference into this contract.

(3) The contractor shall pay unconditionally to each worker all wages due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 10.23), rebate, or kickback on any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Executive Order may not be of any duration longer than semi-monthly.

(4) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the Executive Order minimum wage requirements. In the event of any violation of the minimum wage obligation of this clause, the contractor and any subcontractor(s) responsible therefore shall be liable for the unpaid wages.

(5) If the commensurate wage rate paid to a worker on a covered contract whose wages are calculated pursuant to a special certificate issued under 29 U.S.C. 214(c), whether hourly or piece rate, is less than the Executive Order minimum wage, the contractor must pay the Executive Order minimum wage rate to achieve compliance with the Order. If the commensurate wage due under the certificate is greater than the Executive Order minimum wage, the contractor must pay the 14(c) worker the greater commensurate wage.

b. Withholding. The agency head shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay workers the full number of wages required by Executive Order 13658.

c. Contract Suspension/Contract Termination/Contractor Debarment. In the event of a failure to pay any worker all or part of the wages due under Executive Order 13658 or 29 CFR Part 10, or a failure to comply with any other term or condition of Executive Order 13658 or 29 CFR Part 10, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension

of any further payment, advance or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 10.52.

d. The contractor may not discharge any part of its minimum wage obligation under Executive Order 13658 by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Act, the cash equivalent thereof.

e. Nothing herein shall relieve the contractor of any obligation under Federal, State or local law, or under contract, for the payment of a higher wage to any worker, nor shall a lower prevailing wage under any such Federal, State, or local law, or under contract, entitle a contractor to pay less than \$15.00 (or the minimum wage as established each January thereafter) to any worker.

f. Payroll Records.

(1) The contractor shall make and maintain for three years of records containing the information specified in paragraphs f(1)(i) through (vi) of this section for each worker and shall make the records available for inspection and transcription by authorized representative of the Wage and Hour Division of the U.S. Department of Labor:

(i) Name, address, and social security number.

(ii) The worker's occupation(s) or classification(s).

(iii) The rate or rates of wages paid.

(iv) The number of daily and weekly hours worked by each worker.

(v) Any deductions made; and

(vi) Total wages paid.

(2) The contractor shall also make available a copy of the contract, as applicable, for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of 29 CFR Part 10 and this contract, and in the cause of failure to produce such records, the contracting officer, upon direction of an authorized representative of the Department of Labor, or under its own action, shall take such action as may be necessary to cause suspension of any further payment or advance of funds until such time as the violations are discontinued.

(4) The contractor shall permit authorized representative of the Wage and Hour Division to conduct investigation, including interviewing workers at the worksite during normal working hours.

(5) Nothing in this clause limits or otherwise modifies the contractor's payroll and recordkeeping obligations, if any, under the Davis-Bacon Act, as amended, and its implementing regulation; the Service Contract Act, as amended, and its implementing regulations; the Fair Labor Standards Act, as amended, and its implementing regulations; or any other applicable law.

g. The contractor (as defined in 29 CFR 10.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts. The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with this contract clause.

h. Certification of Eligibility.

(1) By entering into this contract, the contractor (an officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

i. Tipped employees. In paying wages to a tipped employee as defined in section 3(t) of the Fair Labor Standards Act, 29 U.S.C 203(t), the contractor may take a partial credit against the wage payment obligation (tip credit) to the extent permitted under section 3(a) of Executive Order 13658. In order to take such a tip credit, the employee must receive an amount of tips at least equal to the amount of the credit taken; where the tipped employee does not receive sufficient tips to equal the amount of the tip credit the contractor must increase the cash wage paid for the workweek so that the amount of cash wage paid, and the tips received by the employee equal the applicable minimum wage under Executive Order 13658. To utilize this proviso:

(1) The employer must inform the tipped employee in advance of the use of the tip credit.

(2) The employer must inform the tipped employee of the amount of cash wage that will be paid and the additional amount by which the employee's wages will be considered increased on account of the tip credit.

(3) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received); and

(4) The employer must be able to show by records that the tipped employee received at least the applicable Executive Order minimum wage through the combination of direct wages and tip credit.

j. Anti-retaliation. It shall be unlawful for any person to discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to Executive Order 13658 or 29 CFR Part 10 or has testified or is about to testify in any such proceeding.

k. Disputes concerning labor standards. Disputes related to the application of Executive Order 13658 to this contract shall not be subject to the general dispute's clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Part 10. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the workers or their representatives.

l. Notice. The contractor must notify all workers performing work on or in connection with a covered contract of the applicable minimum wage rate under the Executive Order. With respect to service employees on contracts covered by the Service Contract Act and laborers and mechanics on contracts covered by the Davis Bacon Act, the contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers performing work on or in connection with a covered contract whose wages are governed by the FLSA, the contractor must post a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by workers. Contractors that customarily post notices to workers electronically may post the notice electronically provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

m. If a duly authorized representative of the United States discovers or determines, whether before or subsequent to executing this contract, that an erroneous determination regarding the applicability of Executive Order 13658 was made, contractor, to the extent permitted by law, agrees to indemnify and hold harmless the United States, its officers, agents, and employees, for and from any and all liabilities, losses, claims, expenses, suits, fines, penalties, judgments, demands or actions, costs, fees, and damages directly or indirectly arising out of, caused by, related to, resulting from or in any way predicated upon, in whole or in part, the erroneous Executive Order 13658 determination. This includes contractor releasing any claim or entitlement it would otherwise have to an equitable adjustment to the contract and indemnifying and holding harmless the United States from the claims of subcontractors and contractor employees.

THE UNDERSIGNED AFFIRMS THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT, THAT THIS BID HAS NOT BEEN PREPARED IN COLLUSION WITH ANY OTHER VENDOR, AND THAT THE CONTENTS OF THIS BID HAVE NOT BEEN COMMUNICATED TO ANY OTHER VENDOR PRIOR TO THE OFFICIAL OPENING OF THE BID.

VENDOR NAME: _____

ADDRESS: _____

PHONE NUMBER: _____

SIGNATURE: _____

PRINT NAME: _____

CHECK OFF EACH OF THE FOLLOWING AS THE NECESSARY ACTION IS COMPLETED.

- () 1. THE PROPOSAL HAS BEEN SIGNED.
- () 2. ANY REQUIRED DOCUMENTS, LICENSES, DRAWINGS OR DESCRIPTIVE LITERATURE HAVE BEEN INCLUDED.
- () 3. REFERENCES AND EXPERIENCE HAS BEEN INCLUDED. (REQUIRED)
- () 4. THE ENVELOPE HAS BEEN SEALED AND MARKED

RFP TITLE: **RFP Non-Motorized Boat Rental for Comal Park**

DELIVERY DEADLINE: **Friday, March 15, 2024 at 11:00 A.M.**

REQUIRED INFORMATION:

The names of individuals from those firms who will be working on the project and their areas of responsibility:

Narrative background ability and experience in providing boat/watercraft rental services in a remote location setting.

Narrative on employee training in handling watercraft, safety, customer service and all other staff training provided.

REFERENCES: Please List a minimum of three professional references including contact information

An explanation of any temporary site improvements the proposer will make.

List of proposed days of operation and hours.

A list of onsite equipment the proposer will be providing (such as EZ up tents, vans, mobile workstations). **Note: Golf carts, ATV or other motorized/electrical vehicles will not be permitted outside of designated parking areas and park roadways.**

A proposed list of all boats and watercraft available and costs for items to be rented.

A list of any programs or adventure services that will be offered beyond just basic equipment rental (guided tours, learn to kayak, learn to SUP, etc.) if any.

A list of any other merchandise that may be available for sale such as sunglasses, dry storage boxes, etc. Food and Beverage sales are not allowed unless included as a rental package in concert with certified WORD vendors.

An explanation of routine cleaning and preventative maintenance schedules intended to insure attractive and safe equipment.
