State of California • The Resources Agency
Arnold Schwarzenegger, *Governor*
DEPARTMENT OF PARKS AND RECREATION • P.O. Box 942896 • Sacramento, CA 94296-0001
Ruth Coleman, *Director*
(916) 653-7733

April 24, 2009

To Prospective Bidders:

Enclosed is the State's response to proposer questions concerning the Request for Proposals (RFP) for Park Store at Carnegie Vehicular Recreation Area located in San Joaquin County, California. The response package includes the following:

1) The State's response to questions submitted by two proposers. Questions are presented exactly as submitted.

2) Errata #1 with modifications to the RFP and Sample Contract. Please note the Errata #1 contains a revised RFP schedule and an opportunity for additional proposer questions ending May 11, 2009.

You may access materials referenced in this letter on the Concessions website at www.parks.ca.gov/concessions. If you have questions, please contact Concessions Specialist Diana Salter at (916) 653-8939 or dsalt@parks.ca.gov.

Sincerely,

James A. Luscutoff, Chief
Concessions, Reservations and Fees Division

Enclosure

REQUEST FOR PROPOSALS
PARK STORE

CARNEIGIE STATE VEHICULAR RECREATION AREA

Addendum #1

April 24, 2009

State's Response to Questions Submitted by Two Proposers

The following questions 1- 31 were submitted by Tim and Sandy Castro

Question 1: What square footage needs to be devoted to the visitor's center?

Answer 1: Refer to Errata #1, the State will determine the square footage of the visitor center during the development of the plans for the new facility.

Question 2: Are maps and survey details available for the new designated site? Please provide them.

Answer 2: No. These will be created by the State during the development of the plans for the new facility.

Question 3: As per Bob Williamson at the pre-proposal meeting, the state is supplying the utilities. Please clarify which utilities are being supplied and to what extent are they installed? Very important, how is fresh water supplied to the building?

Answer 3: Refer to Errata #1, the State will provide installation of all utilities, including water, wastewater, plumbing and electric systems.

Question 4: Can the new building be two stories?

Answer 4: State will make determination during the development of the plans for the new facility.

Question 5: Is there space for a patio eating area?

Answer 5: There is space for patio eating area.

Question 6: Is a permanent outdoor Bar-B-Que allowed?

Answer 6: State will make determination during the development of the plans for the new facility.

Question 7: Can we please have the weekly and monthly sales figures?

Answer 7: Monthly sales figures for Fiscal Year 2007/08 are available. See following:

Month/Year	Gross Receipts
July 07	$34,994.24
Aug 07	$35,565.48
Sep 07	$60,675.96
Oct 07	$112,216.60
Nov 07	$116,651.48
Dec 07	$122,238.65
Jan 08	$70.300.43
Feb 08	$94,737.22
Mar 08	$133,738.19
Apr 08	$74,928.75
May 08	$53,937.13
Jun 08	$37,183.72

Question 8: Are the sales figures broken down by retail parts, repairs, and food & beverage? Can we have those figures?

Answer 8: Sales figures are broken down into two categories, Food & Nonalcoholic Beverages and Merchandise. See following for Fiscal Year 2007/08:

Month/Year	Food & Bev	Merchandise
July 07	$11,597.57	$23,396.67
Aug 07	$6,665.13	$28,901.35
Sep 07	$14,216.68	$46,459.28
Oct 07	$21,851.34	$90,365.26
Nov 07	$27,303.20	$89,348.28
Dec 07	$29,576.22	$92,662.43
Jan 08	$16,404.63	$53,895.80
Feb 08	$16,798.80	$77,938.42
Mar 08	$26,179.65	$87,558.54
Apr 08	$13,244.23	$61,684.52
May 08	$9,125.72	$44,811.41
Jun 08	$5,059.64	$32,124.08

Question 9: Can we have the daily, weekly, and monthly attendance figures?

Answer 9: The State does not have daily or weekly attendance figures at this time. The following table provides the monthly attendance for the past three years.

	2006	2007	2008	Average
JAN	15,302	15,796	8,826	13,308
FEB	14,998	11,314	10,530	12,281
MAR	12,466	11,876	10,298	11,547
APRIL	19,260	9,728	6,694	11,894
MAY	8,446	5,396	4,646	6,163
JUNE	5,478	9,728	3,744	6,317
JULY	4,532	4,758	3,376	4,222
AUG	916	4,560	4,498	3,325
SEPT	6,684	5,924	3,818	5,475
OCT	8,784	9,820	7,490	8,698
NOV	16,526	12,444	12,388	13,786
DEC	14,664	13,364	9,336	12,455
TOTAL	128,056	114,708	85,644	109,469

Question 10: What kind of signage/advertising is allowed on the outside of the building?

Answer 10: The signage and advertising are part of proposal as described in RFP Page 14 and Sample Contract Section 25.

Question 11: Is the state willing to share in the construction costs of the new building for a larger percentage (share) of the sales?

Answer 11: Refer to Errata #1. Construction of the new building is no longer a part of the proposer's responsibility in this RFP.

Question 12: Are there restrictions on the type of materials used for the construction of the new building?

Answer 12: Refer to Errata #1. Construction of the new building is no longer a part of proposer's responsibility in this RFP.

Question 13: Since the store is going to have an entrance accessible from outside the entrance gate, can the store stay open later than the park?

Answer 13: Refer to Sample Contract Section 6. District Superintendent has discretion to extend hours of operation by separate written agreement.

Question 14: Is there septic or sewer? Who installs this? Will there be hook-ups for a bathroom inside the building? Is a bathroom required? Is a bathroom optional?

Answer 14: Refer to Answer #3 above.

Question 15: Who is responsible for the installation and maintenance of the landscaping outside the fifty foot building perimeter?

Answer 15: State is responsible for maintenance of landscaping outside the 50 feet perimeter.

Question 16: Will the parking lots be paved or base rock? Who will maintain them?

Answer 16: Parking lot surface materials will be determined by State during building design. Refer to Errata #1 for parking lot maintenance.

Question 17: Is there an anticipated/expected footprint for the new building? If so, please provide it.

Answer 17: Refer to Errata #1. The footprint will be determined by State in the building design process.

Question 18: Can you operate concessions in more than one state park?

Answer 18: Yes.

Question 19: What if the construction estimates are below $350,000? It is likely, in the current marketplace, that both labor and materials will be less costly than in previous years.

Answer 19: Construction of the new building is no longer a part of this RFP.

Question 20: Can we have a copy of the General Development Plan for Carnegie SVRA?

Answer 20: This plan is available on the State Park's website at http://www.parks.ca.gov/pages/21299/files/272.pdf

Question 21: Please clarify the plans for the camping area. The RFP states that twelve new campsites are to be developed, but at the pre-proposal meeting on March 19th, it was stated by Bob Williamson that the campsites would be increased from twenty-two to approximately one hundred. When will these be completed and open to campers?

Answer 21: Any changes will be determined by the General Plan, currently being drafted.

Question 22: Can we include a secure outdoor fenced area adjacent to the building for storage? How large can it be?

Answer 22: Storage space consideration will be consistent with current operation and approved by District Superintendent.

Question 23: What is the status/timeline for development and opening of the new 3,000 acre acquisition? Is it in litigation?

Answer 23: It is not in litigation. The acquisition is part of the General Plan currently being drafted.

Question 24: Can we have a permanent camping spot either within the designated store area or the campground for an owner and/or employee to stay the night? Can we have more than one?

Answer 24: No.

Question 25: Are we allowed to include sleeping quarters inside the building?

Answer 25: No.

Question 26: When will the designated building site be ready for construction to begin? For how much of the preparation is the State responsible?

Answer 26: Per Errata #1, Construction of the new building is no longer a part of this RFP.

Question 27: The park lies within both Alameda and San Joaquin Counties. Which county issues the permits for this concession building? Which permits has the state already secured for this building site?

Answer 27: The park store is entirely in San Joaquin County. State of California provides design and inspection of State structures.

Question 28: In the **Proposal Evaluation Criteria** (page 20 of the RFP), under the seventh heading, **Rental Offer**, a formula is used to calculate the points awarded for this portion of your proposal. However, the formula to be used for the Bid Amount will not work if the proposer is opting to bid the minimum $70,000. The ratio obtained using this formula (to determine the number of points awarded) will be zero (0)!

Answer 28: This is accurate.

Question 29: Can the building have an indoor motorcycle repair/installation area?

Answer 29: Yes.

Question 30: Can the concession rent motorcycles and/or ATV's?

Answer 30: No.

Question 31: What were Motomart's Performance Evaluation (DPR 531) scores for the last three (3) years?

Answer 31: There are two evaluations in the past 3 years and both have overall satisfactory rating.

The following questions 32 - 47 were submitted by Vickie Shipman:

Question 32: When will a 20-year Master/General Plan be completed and approved for Carnegie SVRA outlining the plans for the park?

Answer 32: It is currently being drafted; however there is not a specified completion date.

Question 33: What, if any, are the environmental issues facing expansion of the parks recreational area and/or its existence?

Answer 33: Environmental issues will be addressed within the General Plan.

Question 34: What is the expanded area (3000 acres) to be designated?

- OHV
- Hiking
- Mountain Biking
- 4x4's (Jeeps, etc.)
- Mixed Use?

Answer 34: These issues will be considered within the General Plan.

Question 35: If the park was to be closed for reasons out of the concessionaire's control, would the State of California reimburse concessionaire for the capital investment of the building?

Answer 35: See Errata #1, State is completing the building construction.

Question 36: What is the minimum square footage DPR desires/requires for the visitors center?

Answer 36: The State will determine the square footage of the visitor center during the development of the plans for the new facility.

Question 37: How will the utility costs be spread out for the visitors' center to be located within the concession building?

Answer 37: Concessionaire will be responsible for maintaining all utility costs following installation.

Question 38: Are the utility and personnel costs included in DPR's budget for FY 09/10? And, what guarantee is there that these costs will be in future budgets?

Answer 38: Costs to operate the concession are not part of the State's budget because they are the responsibility of the Concessionaire.

Question 39: What is the required inventory dollar amount for product sales?

Answer 39: There is not a required inventory dollar amount. There is only a required minimum annual rent specified in the RFP.

Question 40: What are the "utility services" required for the concession to pay?

Answer 40: See Errata #1. State will pay for utility installation costs and Concessionaire shall be responsible for all costs associated with the provision of all utilities necessary to operate the Premises.

Question 41: Will concessionaire be involved and part to any/all discussions with DPR personnel as to when the state park can be closed to the general public for private events?

Answer 41: See Errata #1. State will give reasonable advance notice of any park closures due to special events.

Question 42: Will even promoters be allowed to bring in competing vendors?

Answer 42: Refer to Errata #1 and Sample Contract Section 1 regarding non-exclusivity of concession operation.

Question 43: Referencing CPI: Will this amount increase or decrease depending on base year?

Answer 43: See Sample Contract Section 5 Rent. CPI only applies to the Minimum Annual Rent Guarantee, and will be adjusted in either direction.

Question 44: Has an environmental impact report been processed for the new site selected? If not, will one be required? If not, how exempt?

Answer 44: An environmental impact report is currently being written, and it will be released for public review when appropriate.

Question 45: With the concession being built on state land and with partial state funding, is the project exempt from the Governor's Executive Order S-20-4? If so, how?

Answer 45: The construction of the building is no longer required of this RFP. The State will design and construct the new facility with state funds and will follow the Order.

Question 46: Similarly, is the building exempt from the Green Building Action Plan?

Answer 46: Refer to Answer 45.

Question 47: During the off season months due to Red/Green Sticker Laws, will it be allowed for the concessionaire to close the store during extreme weather conditions and no visitors at the park?

Answer 47: Refer to Sample Contract Section 6 Use of Premises regarding State approval for concession closure for weather conditions.

REQUEST FOR PROPOSALS
Park Store

Carnegie State Vehicular Recreation Area

ERRATA #1
April 24, 2009

Changes to the published RFP include the following:

RFP Page 1, Section 1.1 GOALS & OBJECTIVES

Goal of this Request for Proposals (RFP)
The goal of this RFP is to award a ~~twenty (20)~~ eight (8) year contract with five (5) year extension to a qualified entity to develop, operate, and maintain the park store at Carnegie SVRA, ~~replace the existing store building and related facilities, and create space for a new park visitor center~~ to equip new building upon State's completion of building.

RFP Page 2, Section 1.2 GENERAL INFORMATION

New Store and Visitor Center Space
The new store will be a minimum 3,500 square foot building to include space for retail sales, food service and visitor center space. Space for a visitor center will be incorporated into the store design. ~~Concessionaire will be required to~~ State will design and construct ~~the visitor center room as part of~~ the new store facility with a visitor center room as part of the new facility. Concessionaire will be required to equip new Park Store in accordance with successful proposer's "Facility Improvement Plan proposal" upon State's anticipated completion of building within the first four (4) years of the contract. The State will plan, design, construct, and install the interpretive exhibits. State's interpretive staff will be responsible for all aspects of the visitor center exhibits and interpretive programs offered in the visitor center space.

RFP Page 4, Section 1.3 CONTRACT SUMMARY

It is critical that proposers be familiar with and understand all the terms and conditions of the Sample Concession Contract (included herein). The proposal is based on the requirements of this contract in its entirety. The successful proposer has 30 days to review and sign the awarded contract. The successful proposer is expected to accept the provisions of the Sample Concession Contract as written. If necessary, minor clarifications, approved by staff counsel, the Department of General Services, and the Attorney General, may be made prior to contract execution. The intent of the contract is to provide the public with high-quality, reasonably priced goods and services in an authentic manner and atmosphere that enhances the visitor's experience and the educational, natural,

and cultural resources of the park. The term of the contract is for a period of ~~Twenty (20)~~ Eight (8) years with a Five year extension as mutually agreed between Concessionaire and State.

Summary descriptions of some of the important contract provisions are described below.

At a minimum, the successful proposer will be required to:

1. Equip, furnish, operate and maintain the existing concession premises for the provision of services and goods for Carnegie SVRA while the State designs and constructs a new facility. ~~Construct, at Concessionaire's sole expense, a new park store with minimum square footage of 3,500 square feet and space for a visitor center in the location designated by the State.~~

2. Complete facility improvements identified on Sample Contract Exhibit J, ADA Required Site Modifications.

3. Remove and dispose of existing park store once new facility is operating, at Concessionaire's sole expense. Recycle of materials for sustainability standards should be applied.

4. Equip new building in accordance with successful proposer's "Facility Improvement Plan" upon State's anticipated building completion within first four (4) years of contract, and furnish, operate and maintain the new concession premises for the provision of services and goods for Carnegie SVRA.

RFP Page 6, Section 2.1 PROPOSAL PROCESS

Tentative Proposal Dates

February 26, 2009	Opening Date - Publication of the RFP
March 19, 2009	Optional Pre-Proposal Meeting
March 30, 2009	Questions - Last date for proposers to submit written questions
April ~~10~~ 24, 2009	Answers - DPR written responses to questions
May 11, 2009	Last date for proposer questions
May 15, 2009	Answers- DPR written responses to questions
~~May 11~~ June 16, 2009	Closing Date – Deadline for proposal submission
~~June~~ July 2009	Investigation and evaluation of Proposals
~~July~~ August 2009	Notification of "Intent to Award Contract"

~~August~~ September 2009.....Award, preparation, and execution of contract

~~September~~ October 1, 2009.....~~Twenty (20)~~ Eight (8) year contract begins

Proposal Submission
Your proposal, including the Proposal Bond, must be received by 2:00 on ~~May 11~~ June 16, 2009 at:

Department of Parks and Recreation
Concessions, Reservations & Fees Division
1416 Ninth Street, Room 1442-13
Sacramento, CA 95814
Attention: Diana Salter

Sample Contract Page 2, Section 3, TERM

The term of this Contract shall be for a period of ~~Twenty (20)~~ Eight (8) years with Five (5) year extension as mutually agreed between Concessionaire and State, commencing on the first day of the month following approval by the California Department of General Services. Should Concessionaire hold-over after the expiration of the term of this Contract with the express or implied consent of the State, such holding-over shall be deemed to be a tenancy from month-to-month at the herein stated prescribed rent as set forth in this Contract in Section 33, "Surrender of Premises; Holding Over", of this Contract, with continuous Consumer Price Index adjustment, as defined below, subject otherwise to all the terms and conditions of this Contract.

Sample Contract Page 3, Section 4, FINANCIAL REQUIREMENTS

Facility Improvements: Concessionaire shall plan, design, construct, and complete all concession facility improvements as described in Concessionaire's Facility Improvement Plan, attached hereto at **Exhibit B**, without cost to State. ~~and in compliance with State's Guidelines for Construction and Completion of Improvements, with a minimum expenditure of Three Hundred and Fifty Thousand Dollars ($350,000). Any penalties, lien charges, and/or costs to resolve construction related disputes shall not be included in the minimum expenditure amount. After completion of all concession facility improvements and acceptance by State, if there remains an unspent balance of the Three Hundred and Fifty Thousand Dollars ($350,000). Concessionaire shall pay this unspent balance to State as an additional rental payment within thirty (30) days from State's acceptance of the concession facility improvements.~~

Sample Contract Page 6, Section 6, USE OF PREMISES

The Premises shall be used by the Concessionaire for development, operation, and maintenance of a new store facility. At a minimum the Concessionaire will be required to:

A. Equip, furnish, operate and maintain the existing concession premises for the provision of services and goods for Carnegie SVRA while the State designs and constructs a new facility. ~~Construct, at Concessionaire's sole cost and expense, a new park store with space for a visitor center in the location designated by the State. The new facility shall have a minimum square footage of 3,500.~~

B. Complete facility improvements identified on Exhibit J, ADA Required Site Modifications.

C. Remove and dispose of existing park store, once new facility is up and operating, at Concessionaire's sole cost and expense. Recycle of materials for sustainability standards should be applied.

D. ~~Design, construct,~~ Equip new building in accordance with successful proposer's "Facility Improvement Plan" upon State's anticipated completion of building within the first four (4) years of the contract, and furnish, operate and maintain the concession premises for the provision of services and goods for Carnegie SVRA. Concessionaire shall complete transition to new building within four (4) months following State's written notice of occupancy. The subject premises shall be used by the Concessionaire for the following:

1) sale of prepackaged foods, non-alcoholic beverages, and limited food preparation;
2) sale of sundry items; i.e., aspirin, suntan lotions, first-aid items;
3) sale of typical motorcycle replacement parts such as spark arresters, brake and clutch cables and levers, chains and sprockets, engine repair parts; and related accessories such as loading ramps, accessory lighting, work stands, and gas cans;
4) providing on-site minor motorcycle repair service, such as tire changing, clutch and throttle cable replacement;
5) sale of off-road motorcycle safety gear; i.e., helmets, jerseys, boots, gloves, and any other motorcycle gear deemed to be needed.

E. Maintain parking areas within 50 feet of the building, except the State shall maintain the parking lot on north side of the new building.

Sample Contract Page 8, Section 6, USE OF PREMISES

Concession services shall be provided a minimum of six days per week, including Saturdays, Sundays, and holidays between the hours of 10:00 AM and 5:00 PM, or when the unit closes, whichever is earlier, during each year of the Contract. In the event State deems the hours of operation inadequate for proper

service to the public, State may require Concessionaire to adjust the days and/or hours of operation to a schedule provided by State. Concessionaire may remain open on other dates, observing same or longer hours, at Concessionaire's discretion with the concurrence of State. In the event that Concessionaire elects to observe longer hours, services and hours of operation shall end one-half hour prior to the posted closing time of the park unit. This time period will allow for patrons to finish conducting their transactions and afford them the opportunity to exit the unit prior to the closure of the park. Carnegie SRVA may be closed to the general public up to five (5) times a year for special events. The State shall provide written notice of these closures to the Concessionaire at least 30 days before the event. The Concessionaire shall have the discretion to close the Premises or remain open during the special event. In the event of adverse weather or other operating conditions, State may permit or require the concession to close at any time during the term of this Contract. Concessionaire shall not use or permit the Premises to be used in whole or in part during the term of this Contract for any purpose other than as herein set forth without the prior written consent of the State.

Sample Contract Page 24, Section 21, UTILITIES AND SERVICES

The State will provide installation of all utilities, including water, wastewater, plumbing and electric systems. Concessionaire shall be responsible for all costs associated with the ~~installation and~~ provision of all utilities necessary to and used in connection with the Premises, including but not limited to sewage disposal. When installing facilities, no trees shall be trimmed or cut without permission of State. Removal and disposal of all rubbish, refuse, and garbage resulting from concession's operations shall be the Concessionaire's responsibility and shall be disposed of outside the park unit and in accordance with applicable laws and local ordinances. All trash containers and/or trash bins shall be adequately screened to the satisfaction of State.

Sample Contract Exhibit J Addition

EXHIBIT J - ADA REQUIRED SITE MODIFICATIONS

Accessibility Evaluation Carnegie Store

On April 16, 2009 representatives from the Department Accessibility Section reviewed the store for ADA compliance. They made the following recommendations to be able to transfer the existing store to a new concession contractor. These recommendations were made with the intention that a new facility will be built in the near future.

State's Responsibility

- **Parking**. A two vehicle accessible space paved/concrete. Minimum dimensions 27' wide and 19' deep. The recommendation is that the parking be installed on the main road side, opposite of the ramp to the door. This side has a higher elevation and would require less work to move from the parking to the building.

- **Outside covered picnic area.** A route from the parking to the picnic area should be provided asphalt or concrete. Slope 5% or less. The shaded picnic area should have a concrete surface.

Concessionaire's Responsibility

- **Route to building.** The State will provide the route from the parking to the base of the ramp. The concessionaire will provide the ramp, per specifications. Provide a route from the parking to the deck. If this route was 5% or less in slope no handrails would be needed. If the route is 5-8.33% then all ramp requirements would need to be met. This is very rough, but a slope of 5% would need a sloped walk of about 14 feet long. If a ramp with handrails was installed, it would need to be about 10-11' long.
- **Outside covered picnic area.** Half the tables need to be an accessible design. A minimum of 3 feet clear needs to be maintained around the accessible tables. This means fewer tables than currently installed.
- **Door threshold.** From the current deck surface to the entry is about 1 1/2". Maximum allowed is a 1/2" beveled threshold. The recommendation is to resurface the complete deck to raise the height to allow for a transition into the building.
- **Door hardware.** Door knob shall be replaced with a lever design. Door closure shall be replaced with a unit that allows a 5 pound door operation.
- **Main sales counter.** A section of the counter needs to be a minimum of 28" high and a maximum of 34" high. The requirement is 3' in width for every 12 feet of counter. The minimum length for the main counter should be 6' long. The recommendation is for this to be at the entry end for an easy clear access to that portion of the counter.
- **Food counter.** It has to meet the same requirements. A 3' section would need to be 28-34" high.

The above items are a minimum. A person in a wheel chair could make it down the far isle and could turn around in the tire area. To be fully compliant the center display rack needs to be removed. Possible lower some items and have a more detailed survey done to look at the food service.

Store evaluation,
April 16, 2008

The current main entry is a ramp assembly that is not accessible. Also no accessible parking is provided.

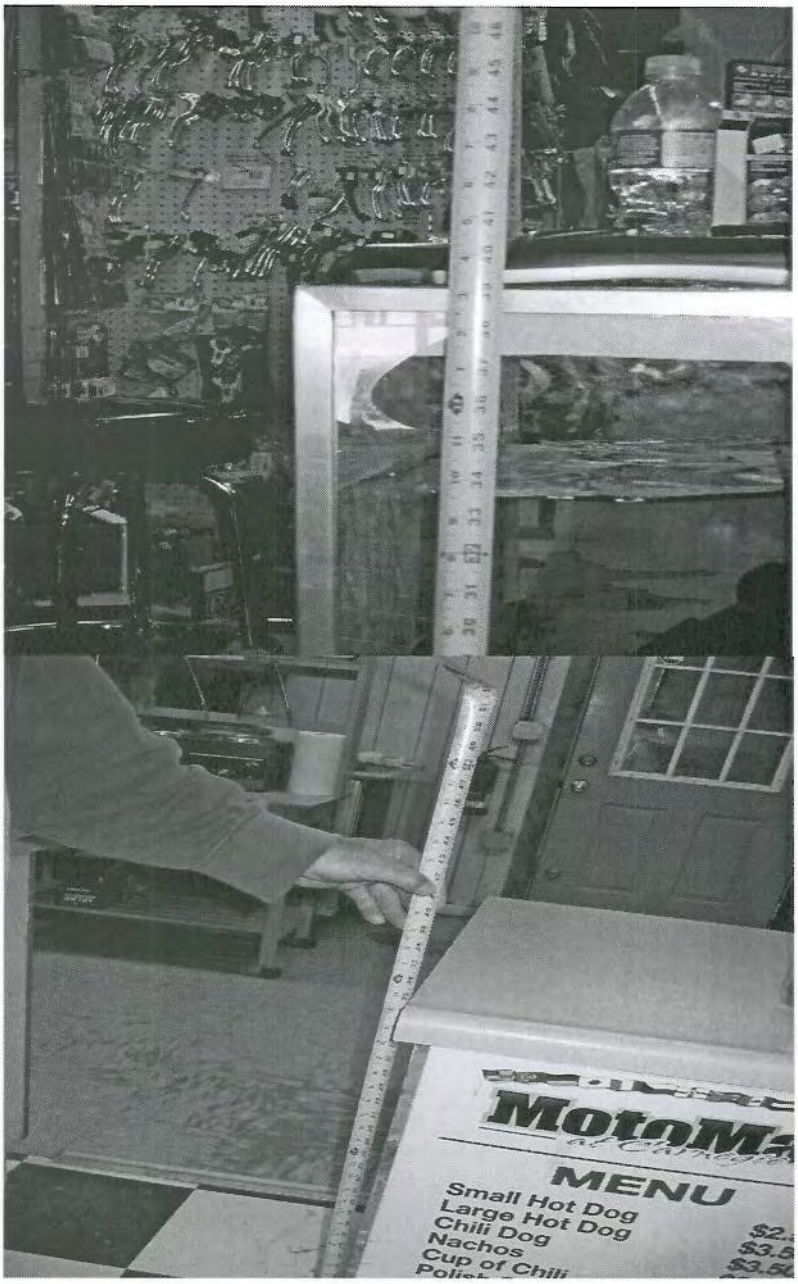
Suggested entry would be from this side as the elevation from grade to deck is less. There is room for a double accessible parking space with routes to both the deck and the picnic table area. The parking and routes need to be a firm, stable, slip resistant surface (concrete or similar) and the picnic area only needs to be firm and stable. The surface for the picnic area should be concrete so it can be maintained. Tables would need to be an accessible model.

The threshold into the store is approximately 1 ½". This transition is only allowed to be ¼" or ½" if beveled. It is recommended that the entire deck be raised by adding a layer over the existing material.

Door hardware would need to be changed to a lever design and the door closure replaced to one that can meet the 5 pound requirement.

There are a lot of items in the store that block the isles. Temporarily this may be ok

scribnerplast
Premium Quality Molded



These photos show the height of the two sales counters. Both counters need to be an accessible height. The requirement is 36" of accessible counter length for every 12' feet of counter. Maximum counter height is 34" from finished floor.

There needs to be a minimum of 6' of lowered counter for the sales area and an additional 3' of lowered counter for the food area.