



July 18, 2008

To Prospective Bidders:

Enclosed is the State's response to proposer questions concerning the Request for Proposals (RFP) for Asilomar State Beach and Conference Grounds located in Pacific Grove, California. This response package includes the following:

- 1) The State's Response to proposer questions submitted by each of five prospective proposers.
- 2) Errata #2 with modifications to the RFP, Sample Contract and Exhibits. Changes to the Sample Contract are highlighted in the Table of Contents followed by the revised pages with the exception of Exhibit G. The revised Exhibit G, State's Accessibility Plan, is the draft Mitigated Negative Declaration (MND).
- 3) RFP Addenda with supplemental information. This includes a copy of the current concession contract; performance evaluations, monthly revenue statements, and facility improvement account expenditures for three years; current conference rates and charges; Asilomar 2006 Feasibility Study; ADA Consent Decree and DPR 191 Pest Control Recommendation form. The Addenda also includes ADA architectural plans and drawings which are provided for information only.

The State does not guarantee the accuracy of information provided by the current concessionaire.

You may access all materials referenced in this letter on the Concessions website at www.parks.ca.gov/concessions. If you have any questions, please contact Concessions Specialist, Jim Pine at (916) 653-6817 or jpine@parks.ca.gov.

Sincerely,

A handwritten signature in cursive script, appearing to read "J.A. Luscutoff".

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

Enclosures

cc: Mat Fuzie, Monterey District Superintendent

**ASILOMAR STATE BEACH AND CONFERENCE GROUNDS
REQUEST FOR PROPOSALS**

PROPOSER QUESTIONS AND DPR RESPONSES

Pacifica Companies

1) Would a longer contract (30 years) be given consideration if a larger investment was made in upgrading the property? A 30-year contract may be necessary to secure financing.

DPR RESPONSE: No

2) Will the concessionaire be fully empowered to set the hotel room rates and the rental rate for the conference center? Is it possible that the room rate be flexible to account for the fact that rates may vary greatly depending on the season, occupancy, etc.?

DPR RESPONSE: Proposer establishes their rate policies per RFP, Page 18, consistent with Sample Contract Paragraph 22. State reviews and approves rates annually through Sample Contract Exhibit K, Annual Operation Management Plan.

3) Reference is made to “reasonably priced” rooms. Please provide more information about what is expected with respect to the room rates.

DPR RESPONSE: Refer to the Sample Contract Paragraph 22, “Rates, Charges and Quality of Goods and Services”. Reasonable rate schedules must be justified in relation to local and regional markets relevant to other requirements within the RFP.

4) Can room rates be increased to recoup some of the capital investment required in the RFP and the higher operating costs associated with the Collective Bargaining Agreement?

DPR RESPONSE: Refer to Question 3 response.

5) Would the State consider room rates that are commensurate with other oceanfront rooms in the area?

DPR RESPONSE: Refer to Question 3 response.

6) Would the State consider higher room rates (and accompanying improvements) for a portion of the site if some rooms were set aside for the purpose of being lower cost?

DPR RESPONSE: Refer to Question 3 response.

7) Is it anticipated that CEQA review will be necessary before ADA upgrades can be implemented?

DPR RESPONSE: The draft Mitigated Negative Declaration (MND), April 2008 will be included within the RFP Addenda posted on www.parks.ca.gov/concessions.

8) Can some of the required \$15 million capital spending be allocated to other upgrades (in addition to ADA) to the facility?

DPR RESPONSE: Refer to Sample Contract, Paragraph 6C Additional Financial Requirements, pages 8-9.

9) How was the \$15 million expenditure determined? Have bids been received for the accessibility work proposed?

DPR RESPONSE: It was determined by previous completed work and project cost estimates. The State has received no bids on remaining accessibility work.

10) The environmentally sensitive nature of the site makes implementing the ADA requirements more complicated. In order to balance the goals of providing for accessibility while protecting the environment, would it be possible to set aside a portion of the facility and a portion of the rooms for focused ADA improvement, while leaving some portion in its current condition (relative to ADA) so as to minimize environmental impacts?

DPR RESPONSE: Proposers are required to prepare and submit a plan for facility improvements. Refer to descriptions and explanations on RFP Pages 19-20, Sample Contract Paragraph 6, Additional Financial Requirements and revised Exhibit G posted on website.

11) Exhibit G in the RFP includes a Work Plan for making the required accessibility improvements. Which (if any) tasks have been completed?

DPR RESPONSE: Refer to Question 7 response.

12) The RFP calls for an accessibility plan that accounts for all disabilities, not just mobility. In order to hire a consultant, plan a site visit, and prepare a plan, additional time is needed. Will an extension of the submittal deadline be considered? Will the RFP be considered complete with a tentative accessibility plan based on our site visit?

DPR RESPONSE: The submittal deadline has been extended to September 30, 2008. All proposal elements identified on RFP Page 39, Proposal Information, including the Facility Accessibility Project must be included within the proposal.

13) The RFP calls for a capital improvement plan that includes schematic work, the possibility of a plan for renovation of the kitchen, a plan for meeting LEED standards, etc. Will an extension of the submittal deadline be considered in order to provide this level of detailed information?

DPR RESPONSE: The deadline has been extended to September 30, 2008.

14) The RFP says that the ADA improvements should be completed without a significant impact to the rent paid to the State. If ADA improvements impact occupancy rates, this should be accounted for in the rent paid. Will there be any consideration given to accepting the minimum rent payment during the renovation phase?

DPR RESPONSE: Refer to Sample Contract Paragraph 5, Rent, and Paragraph 61 Modification of Contract.

15) Proposers will be awarded points for providing for employee transit. Please provide examples of feasible transit alternatives?

DPR RESPONSE: The proposer is encouraged to consider and explore alternatives to reduce employee traffic congestion on Asilomar grounds. Considerations are not limited to but may include shuttle service from central parking areas, public transportation, subsidies and other incentives.

16) Is the \$500,000 per year allocation for State operational and staffing costs used to pay for conference staff? Please explain how the \$500,000 is spent.

DPR RESPONSE: The \$500,000 funds the State Park staff identified in Sample Contract, Exhibit F, beginning on Page 57.

17) Will consideration be given to allowing bad debt losses to be deducted from gross sales to calculate the lease payments (page 35 of the sample contract under Section 21)?

DPR RESPONSE: Refer to Sample Contract Paragraph 21, Gross Receipts.

18) What taxes and assessments apply to the concessionaire as a "possessory interest"?

DPR RESPONSE: Proposer to research and determine.

19) Will consideration be given to returning unspent reserves to the concessionaire at the conclusion of the contract (to the extent that they are not needed in order to satisfy standards of the contract)?

DPR RESPONSE: Refer to Sample Contract Paragraph 6, Additional Financial Requirements.

20) The RFP says that the concessionaire must provide lodging and meals at reasonable rates for the Department training participants. Please describe what is meant by "reasonable" and what percentage of total lodging/meals is to be provided at discounted rates?

DPR RESPONSE: RFP Errata revised Sample Contract Paragraph 7G, describes rates for Department training under Mott Training Center and the compensation to concessionaire. Refer to Question 3 response.

21) Please describe which buildings will be under the control of the concessionaire and which are strictly for State Parks use.

DPR RESPONSE: RFP Errata revised Sample Contract Exhibit A to include the building inventory considered "Premises" (concessionaire's footprint).

22) Will supplemental information be made available? Specifically, land use regulations pertaining to the site such as the State Park General Plan would be helpful. Also, information about the fixed costs (expenses and operating) associated with the facility is necessary to determine viability.

DPR RESPONSE: The RFP Addenda will include an April 2006 Feasibility Study, Revenue Reports, Performance Evaluations, FIA expenditures, current concession contract, detail of current rates, Tucker Consent Decree, and architectural design plans and drawing. The Asilomar General Plan is available on the DPR website at www.parks.ca.gov.

23) What is DPR 191 ("Pest Control Recommendation" or equivalent) (page 46 of the sample contract under item "D")?

DPR RESPONSE: The form is included within the RFP Addenda.

24) Would beach access for outdoor events be allowed? For example, would it be possible to hold a catered event on the beach?

DPR RESPONSE: Yes, concessionaire may hold such events with State's preapproval.

25) The contract contains language that indemnifies and holds the State harmless for ADA compliance issues. This is potentially problematic. Is it open to negotiation?

DPR RESPONSE: No.

26) Is the money allocated for Capital Expenses negotiable?

DPR RESPONSE: The minimum monetary commitments identified in RFP, Pages 5-6 are not negotiable.

27) The period allocated for submitting these written questions on the RFP did not afford us an opportunity to have a legal review of the contract conducted. Will a time extension be considered, or would it be possible to submit specific questions and issues regarding the contract in a subsequent phase?

DPR RESPONSE: No.

28) Would it be possible to get profit & loss statements for the hotel? These are necessary to determine the financial viability of the project.

DPR RESPONSE: Refer to Question 22 response. Actual concessionaire profit & loss statements are considered proprietary.

Aramark

Exhibit G, the Park's Accessibility Plan:

1) Could you please confirm what accessibility improvements have been completed thus far?

DPR RESPONSE: RFP Errata will include a revised Exhibit G with the Mitigated Negative Declaration (MND) for remaining ADA work.

2) Are both Phase 1 and Phase 1A, as shown on site plans included in Exhibit G, completed?

DPR RESPONSE: They are complete except for site modifications identified in MND.

3) Do these phases include interior improvements only?

DPR RESPONSE: No, refer to Question 1 response.

4) Is it possible to obtain a copy of the actual scope of work for Phases 1 and 1A?

DPR RESPONSE: Refer to Questions 1 and 2 responses.

5) Does the Park have a timetable for Phases 2-5?

DPR RESPONSE: Refer to RFP Page 19-20; timetable would be part of the proposal.

6) Exhibit G states that proposed improvements include renovation of 22 guest rooms. Has any of this work been done under Phases 1 or 1A?

DPR RESPONSE: Refer to Questions 1 and 2 responses.

7) Regarding the Work Plan on pages 65-77 of Exhibit G, has the Park determined which guestrooms, in which buildings, they wish to be renovated for ADA?

DPR RESPONSE: Refer to Questions 1 and 2 responses.

8) Has the Park determined which meeting rooms, restrooms, and other facilities they wish to be renovated for ADA?

DPR RESPONSE: Refer to Questions 1 and 2 responses.

9) During the site walk, several "paths of travel" were noted as priorities. Does the Park have any data on pedestrian traffic patterns?

DPR RESPONSE: Refer to Questions 1 and 2 responses.

10) Is the Park trying to achieve disabled access to all buildings? If not, has it determined which buildings are to be accessible?

DPR RESPONSE: Refer to Exhibit G, MND.

11) Is it the intent of the Park that site accessibility improvements be undertaken in the same phased manner as shown on the plans?

DPR RESPONSE: No, refer to Exhibit G, MND.

12) Is a topographic map of the site available?

DPR RESPONSE: A topographic map is included in RFP Addenda.

13) Are there any approved design/conceptual drawings completed already? Does/will the proposer have access to them during RFP period?

DPR RESPONSE: RFP Addenda will include current architectural plans and drawings.

14) Is there an established construction schedule - RFP indicates "as soon as possible" - what is the DPR's expectation?

DPR RESPONSE: There is not an established construction schedule. It is proposer's responsibility to propose schedule within the Facility Plan.

15) Are there rent minimum adjustments during construction "down time"? RFP indicates "without significant impact to visitor services or rent to the State"...is there a more specific expectation?

DPR RESPONSE: Refer to Sample Contract Paragraph 5, Rent, Page 6. Plan for completion of ADA project would have minimum facility closures during high use periods.

16) At Hearst Castle during our renovation process, we had to have an "inspector" of all construction work performed on site, which was paid for by the concessioner. Is there a similar requirement for this project?

DPR RESPONSE: Yes, refer to Sample Contract Paragraph 18, Construction and Completion of Improvements.

17) Are any of the existing buildings LEED certified?

DPR RESPONSE: There are no LEED certified buildings. RFP, Page 19, invites proposer to consider LEED as it may apply to the kitchen remodel.

18) How was the \$15 million calculated? If an actual construction quote, when was it done, by whom and can we be provided with a copy?

DPR RESPONSE: It was determined by previous completed work and project cost estimates. There have been no bids received on remaining accessibility work.

19) The RFP indicates that the successful proposer will be required to expend a minimum of \$15 million to complete the Accessibility Plan for Asilomar Conference Grounds. Is it the intention of the State that the proposer will complete 100% of the project, no matter what the total cost? For instance, if the completion of the project totals \$17 million, the proposer has to pay it all. Or is this a biddable item?

DPR RESPONSE: This is an error to be corrected within RFP Errata, Page 4. Concessionaire is required to spend \$15,000,000.

20) Can we be provided with a copy of the final settlement of the ADA law suit?

DPR RESPONSE: This is included within the RFP Addenda on Asilomar RFP website.

General

21) Can we be provided with the incumbent's possessory interest taxes paid for the last 3 years?

DPR RESPONSE: Proposer may be able to obtain this information through local government sources.

22) What were the incumbent's performance ratings for the last 3 years?

DPR RESPONSE: The 2005-2007 performance evaluations are included within the RFP Addenda on website at www.parks.ca.gov/concessions.

23) Can we be provided with occupancy by month for the last financial year?

DPR RESPONSE: RFP Addenda includes monthly revenue statements which contain occupancy information.

24) What assets/inventories do the incumbent currently own that will have to be purchased by the successful proposer?

DPR RESPONSE: Property, furniture and equipment identified in Sample Contract, Exhibit L Inventory Listing will remain. Current contract requires equipment and furnishings to be "fully operational upon termination of this contract and transition to whomever takes over operation of concession".

25) Who owns the computer equipment/software on site?

DPR RESPONSE: Current contract requires equipment and furnishings to be “fully operational upon termination of this contract and transition to whomever takes over operation of concession”.

26) Can we be provided with a listing of groups that have used the facilities over the past 3 years?

DPR RESPONSE: This information will be provided to the successful proposer.

27) Will the historical database of conference groups’ booking history be transferred to the successful proposer?

DPR RESPONSE: Refer to Question 26 response.

28) Who has ownership of the current reservations telephone numbers?

DPR RESPONSE: Refer to Question 26 response.

29) Can the State provide details about the current reservations and deposits policies?

DPR RESPONSE: The current reservation policies are available on the Asilomar Conference Grounds website.

30) What is the current level of advanced deposits?

DPR RESPONSE: Advance deposits are accepted on reservations made up to 5 years in advance. However, current reservations extend to 2010. RFP Addenda will include detail monthly revenue statements for past 3 years for current concessionaire including reservation deposit data. Current reservations and deposits will be transferred to successful proposer.

31) Please provide utility costs for the last 3 years.

DPR RESPONSE: Costs reported by current concessionaire are as follows:

	2002/03	2003/04	2004/05	2005/06	2006/07
Electricity	\$ 287,999	\$ 288,357	\$ 259,196	\$ 232,322	\$ 211,654
Gas	\$ 267,498	\$ 251,507	\$ 313,810	\$ 411,536	\$ 342,296
Sewer	\$ 44,409	\$ 32,969	\$ 47,714	\$ 64,508	\$ 58,218
Water	\$ 81,194	\$ 86,347	\$ 79,826	\$ 86,655	\$ 87,566
Misc.	\$ 75	\$ 75	\$ -	\$ -	\$ -
Utility Recovery	\$ -	\$ -	\$ -	\$ -	\$ (68,318)
Total	\$ 681,175	\$ 659,255	\$ 700,546	\$ 795,021	\$ 631,416

32) The State makes a compelling point of retaining as many employees as possible. To accurately address this question in the proposal, can we be provided with a listing of employees, their job titles and total hours worked in the last financial year?

DPR RESPONSE: This information may be available through employee union.

33) Will the current liquor license be transferred to the successful proposer?

DPR RESPONSE: Current contract requires surrender of inventory upon contract termination. Proposers should consult the California Alcohol Beverage Control rules and procedures regarding liquor licenses.

34) What are the misc. sales of \$640k referring to on gross sales reported for last year?

DPR RESPONSE: RFP Addenda will include current concession monthly revenue statements which provide explanation of revenue categories.

35) Has an environmental audit been conducted in the last 2 years at the property? If so, can we get a copy of it?

DPR RESPONSE: The only available environmental audit is the Mitigated Negative Declaration included within the RFP Addenda.

36) Has the incumbent received any Industry or government recognition or awards for environmental programs at this property?

DPR RESPONSE: Proposers may check the current concessionaire website for this information.

37) What community programs does the current Concessioner sponsor or participate in?

DPR RESPONSE: Examples of community program involvement include the Heritage Home Tour, Christmas in the Inns, Beach Clean Up, Project 21 and Earth Day.

38) Regarding proposer information (1.C.)- If Proposer is a limited liability company with officers and substantial business operations and is a wholly-owned subsidiary of a corporation (i.e. the LLC has one member), whose information should be submitted to satisfy the requirements of this section where it requests Individual Information?

a. If information for the officers of the LLC should be submitted, must it be all the officers or can it be the principal officers only?

DPR RESPONSE: For an LLC, individual information applies to the managing member or members identified on the LLC-12 filed with California Secretary of State.

39) Business Financial Statement (1.D.) - If Proposer is a wholly-owned subsidiary, can Proposer submit the consolidated audited financial statements of the parent company, which include the financials of Proposer to satisfy this requirement?

DPR RESPONSE: The proposer must meet the minimum qualifications of the RFP. A consolidated financial statement would have to clearly identify independent funds of the proposer.

Xanterra Parks & Resorts

1) How many annual room nights have state training programs accounted for in each of the last five years?

DPR RESPONSE: Below are average room night figures for the last five fiscal years at East Woods. They do not include accommodations in other locations on the grounds.

2003-2004 – 6,244 room nights

2004-2005 – 6,431 room nights

2005-2006 – 3,543 room nights (Most Visitor Services Training relocated)

2006-2007 – 6,766 room nights

2007-2008 – 6,674 room nights

2) Please provide a list of groups that used Asilomar facilities for department training in 2007.

DPR RESPONSE: Currently, Department of Parks and Recreation uses these facilities for training.

3) Should a change of concessionaires occur, is the incumbent required or willing to transfer the liquor license until a permanent one is secured?

DPR RESPONSE: Current contract requires surrender of inventory upon contract termination. Proposers should consult the California Alcohol Beverage Control rules and procedures regarding liquor licenses.

4) Utility installation is cited as a concessionaire responsibility. What does this refer to?

DPR RESPONSE: Utility descriptions are defined in Sample Contract, paragraph 28 and in revised contract definitions, exhibit B

5) Please provide a market segmentation breakdown for the last five years for group, transient and state training groups by room nights, ADR and revenue.

DPR RESPONSE: RFP Addenda will include the Asilomar Feasibility Study and monthly revenue statements for current concessionaire for past 3 years. The State is unable to make available the information in detail requested.

6) What is the inventory of historic rooms versus standard rooms?

DPR RESPONSE: RFP Errata contains a revised Sample Contract, Exhibit A with building inventory description.

7) Please provide annual utility expenses for the last 5 years.

DPR RESPONSE: Please refer to response on Question number 31 on page 9.

8) Please provide the current concession contract including lease terms (fee schedule).

DPR RESPONSE: RFP Addenda includes a copy of current concession contract posted on Asilomar RFP website.

9) How was the \$15M estimate for the accessibility plan determined? Can bidders be provided with an itemization of related projects and anticipated costs per project?

DPR RESPONSE: It was determined by previous completed work and project cost estimates. Proposers are required to spend \$15,000,000. RFP Addenda will include the Mitigated Negative Declaration (MND).

10) Please provide a list of incumbent personal property which will be removed from the premises if the bid is awarded to a new concessionaire.

DPR RESPONSE: State property is included on Sample Contract Exhibit L, beginning on page 87. State does not possess a list of incumbent's personal property.

11) Will it be possible for the new concessionaire to purchase personal property from the incumbent? Has a valuation of that property been determined?

DPR RESPONSE: Property identified in proposed Sample Contract belongs to State. State does not have authority to commit the incumbent to negotiate sale of personal property.

12) What is the age and condition of the State vehicles shown on Exhibit L?

DPR RESPONSE: RFP Errata includes Sample Contract revised Exhibit L, page 113 with this information.

13) Can DPR provide 2007 rates in the same format as the schedule on page 18 of the RFP, i.e. before tax? Can DPR provide 2008 rates including all taxes?

DPR RESPONSE: RFP Addenda will include a detail listing of rates for the current and past contract year and the monthly revenue statements for current concession.

14) A review of information provided by groups holding conferences in 2008 available on the Internet indicates differing charges for conference packages. For example, the International Association of Lichenology conference attendees will be paying \$192.27 per night for a standard single, while the Association of Enneagram Teachers will be paying \$195.43 per night. These charges are shown on a standard Asilomar Conference Grounds form with the name of the group inserted. Can DPR explain how variable rates are determined for different groups?

DPR RESPONSE: RFP Addenda will include a detailed description of rates for the past two years. There are many variables that might contribute to different conference package rates.

15) Which revenue line on page 3 of the RFP includes the facility fee?

DPR RESPONSE: Lodging would include the guest rooms and conference sales would include all the meeting facilities.

16) Do conference sales rates, e.g. for meeting room and a/v rentals, require DPR approval? Can DPR provide a schedule of conference rates for 2007 and 2008?

DPR RESPONSE: Refer to Sample Contract Paragraph 22 Rates, Charges and Qualities of Goods and Services and Exhibit K Annual Operating Management Plan; fee and rate schedule require State approval. RFP Addenda will include a detailed rate schedule for the past two years.

17) What is the basis for approving retail rates?

DPR RESPONSE: RFP, Page 18, requires the proposal to include pricing policies. Sample Contract Paragraph 22 describes rates. The State reviews retail merchandise pricing under the Concession Performance Evaluation, Sample Contract Exhibit P.

18) What is recorded under "miscellaneous sales" on page 3 of the RFP? Why did miscellaneous sales increase by more than 50% in 2006/07?

DPR RESPONSE: RFP Addenda will include a detail listing of rates and the monthly revenue statements for the current concession which explain the miscellaneous sales.

19) What amount of project administration fees, if any, are included in the revenue shown on page 3 of the RFP?

DPR RESPONSE: The RFP Addenda will include copies of the monthly report of operation submitted by current concessionaire which contains this information.

20) On page 37 of the draft contract it states that rate increases shall be based on CPI adjustments. On page 35 of the union contract it states that health care is fully paid by the employer. Given that future health care costs are expected to increase by substantially more than the CPI, will DPR allow adjustments to rates higher than CPI to compensate?

DPR RESPONSE: The CPI considers increased health care costs in their published adjustment rate.

21) Does DPR know if the union health plan reserves are currently adequate, or if the higher replenishment rates shown on pages 35-36 of the union contract are in effect?

DPR RESPONSE: Proposers may contact the union directly to request this information.

22) On page 50 of the union contract it states that the additional half hour granted to housekeepers will not result in the assignment of extra rooms. Under the contract, how many rooms are housekeepers required to clean?

DPR RESPONSE: The current concessionaire reports an average of twelve (12) rooms cleaned per housekeeper.

23) Does DPR have an estimate of the full replacement cost of the premises to determine the appropriate insured value limit?

DPR RESPONSE: Current property insurance coverage is set at \$25,000,000.

24) Does the concessionaire have to fund construction payment and performance bonds for the entire unspent amount of the facility access project, or just the amount required to complete the current phase?

DPR RESPONSE: The construction bond requirements are per project.

25) Please provide a list of projects funded by the Facility Improvement Account over the last 5 years. Does DPR have a list of proposed future projects to be funded by the Facility Improvement Account?

DPR RESPONSE: RFP Addenda includes a list of funded projects during the last 3 years. There is not a list of proposed future projects to be funded by FIA and the list of past projects should not imply approval of like projects in the future.

26) Exhibit B identifies "replacements" as part of the "maintenance" definition. Will replacements of entire systems, such as roofs, boilers, roads and utility infrastructure, be considered concessionaire responsibilities? Can the Facility Improvement Account be used to replace these assets?

DPR RESPONSE: Sample Contract Paragraph 27 Housekeeping, Maintenance, Repair and Equipment provides examples of maintenance including considerations for use of the FIA.

27) Is the concessionaire's facility access project obligation limited to \$15 million, or is the concessionaire responsible for completing every item shown in Exhibit G, even if the cost is much higher than \$15 million? Is the concessionaire also responsible for funding all future accessibility-related improvements?

DPR RESPONSE: The concessionaire's obligation to meet current ADA requirements is \$15 million. Future ADA considerations unknown at this time are subject to Sample Contract Paragraph 45.

28) Can DPR provide the performance evaluation ratings of the incumbent for the last three years?

DPR RESPONSE: RFP Addenda will include the last three performance evaluations.

29) Has a CFL (Compact Fluorescent Lighting) retrofit been completed? If not, what areas are scheduled to be done?

DPR RESPONSE: Yes.

30) Have historic structures reports been completed for the historic facilities? If so, can DPR provide bidders with copies?

DPR RESPONSE: Historic structure reports have been completed for some buildings in the historic core. Due to the voluminous size of these reports, proposers may contact the Sector Superintendent of the Monterey District office to review these reports on site.

31) Have all facilities undergone a seismic retrofit? If not, will this be required with the new contract?

DPR RESPONSE: Any seismic retrofit needs will be considered on a case-by-case basis when reasonable and funded within the parameters of FIA.

32) Do any of the buildings suffer from significant termite damage?

DPR RESPONSE: Not to State's knowledge.

33) Please provide a list of ADA projects from Exhibit G that have been completed or that DPR anticipates completing prior to initiation of the new contract.

DPR RESPONSE: Refer to RFP Errata which replaces Exhibit G with the MND.

34) Page 2 of the sample contract mentions "a non-exclusive concession". What is meant by this?

DPR RESPONSE: This provides the State the option to contract with other entities for concession services.

35) The RFP and contract mention future efforts to designate additional National Register listings for historic holdings. Can DPR provide a list of these holdings?

DPR RESPONSE: The buildings identified in Sample Contract, revised Exhibit A with historical significance are those over fifty (50) years old. Buildings denoted with an asterisk have been added to the National Register. The remaining may be added during the life of the contract beginning with the John Carl Warnecke buildings.

36) The new concessionaire will be responsible for state office equipment and facilities. What need does DPR anticipate for equipment replacement and facility maintenance?

DPR RESPONSE: Sample Contract paragraph 7-E and 27 describe concessionaire's responsibilities. Sample Contract Exhibit K, Annual Operating Management Plan, provides for annual review of equipment replacement needs.

37) The concessionaire is required to dedicate 10% of retail space to State Park merchandise. Please provide bidders with a list of these merchandise items and price points.

DPR RESPONSE: State Park's merchandise is listed on the State Park's website at <http://www.parks.ca.gov> under "Parks Online Store". Items may be changed.

38) Please clarify which environmental measures will be the responsibility of the DPR environmental specialist and other DPR staff, and what environmental responsibilities will be assigned to the concessionaire.

DPR RESPONSE: DPR responsibilities are defined in Sample Contract paragraphs 8 and 9 and Exhibit F. Sample Contract paragraphs 27 through 30 define environmental roles and responsibilities.

39) According to the RFP, "the Accessibility Plan should address all disabilities and should not be limited to those affecting mobility". Please identify which other ADA disabilities DPR expects to accommodate and provisions the concessionaire will be required to make.

DPR RESPONSE: Proposers may access State Parks Accessibility Guidelines at www.parks.ca.gov and select the blue tab on the top right titled "Accessibility & Parks".

40) Please provide a total count of current collective bargaining personnel.

DPR RESPONSE: Proposers may obtain this information from the union. The current concessionaire reports 179 as of June 1, 2008

41) Will supplemental material/supporting documentation be considered in the evaluation of proposals? Are there any restrictions or limitations on material submitted other than the requirement that all items conform to 8 ½" x 11" format?

DPR RESPONSE: Supporting materials may be included with the proposal.

42) The provisions in the collective bargaining agreement on the retirement plan are confusing. Does the language under the section entitled "Employer Contribution" apply to all employees or only employees hired before June 23, 2004? If this language applies to employees hired on or after June 23, 2004, what is the effect of the different employer contribution language in the prior paragraph, which appears to cover only employees hired on or after June 23, 2004?

DPR RESPONSE: Proposers may clarify union contract provisions from the union.

Guest Services, Inc.

1) There are numerous references within the RFP that have been included as requirements within the sample concession contract pertaining to providing “high quality” conference facilities, lodging, and services in a “first-class manner” to the public. What benchmark standard will the State utilize to define “high quality” and “first-class”? What similar facility and level of services would the State utilize as comparables to the Asilomar facility?

DPR RESPONSE: The RFP sets forth a description of Asilomar’s character on page 1 and 2. It is then the responsibility of each proposer to set forth their proposal as to the most effective and desirable method for serving the guests of the Conference Grounds. High Quality and First Class are defined in revised Exhibit B of the Sample Contract. Asilomar is unique. As such, DPR will consider comparable markets for similar products, services, and location.

2) How does the State define “reasonably and affordable prices” as utilized in the RFP and sample concession contract?

DPR RESPONSE: Refer to the Sample Contract Paragraph 22, “Rates, Charges and Quality of Goods and Services”. Reasonable rate schedules must be justified in relation to local and regional markets relevant to other requirements within the RFP.

3) Under section 3.2 Proposal Evaluation Criteria a reference to “incumbent proposals” being awarded points based upon annual Performance Evaluations is made. Is the existing incumbent the only one eligible for incumbent preference points or can other concessionaires be awarded incumbent preference points if they are providing similar services within existing concession operations?

DPR RESPONSE: Only the incumbent for the Asilomar operation may be awarded the incumbent points.

4) Aside from the plan provided in Exhibit G – State’s Accessibility Plan for Asilomar ADA Compliance - of the sample concession contract, are there any additional plans that the State developed providing greater detail to the intended improvements and can those plans be made available for review?

DPR RESPONSE: The RFP Addenda will include architectural plans and drawings and revised Exhibit G includes the Mitigated Negative Declaration (MND), April 2008, with additional information on the ADA requirements.

5) Can the State provide greater detail on how the \$15,000,000 for implementing the Accessibility Plan was arrived at? Can a breakdown for the cost estimate for each project be provided?

DPR RESPONSE: It was determined by previous completed work and project cost estimates. Proposers are required to spend \$15,000,000. RFP Addenda will include the Mitigated Negative Declaration (MND).

6) In the event the \$15,000,000 allocated for the Accessibility Plan is insufficient to complete the scope of work required, how would the shortfall be funded?

DPR RESPONSE: Concessionaire is responsible for \$15,000,000.

7) When were the last termite inspections conducted? Can the State provide those reports for prospective concessionaires?

DPR RESPONSE: This information is unavailable.

8) Site maps provided as part of Exhibit A and the listing of the premises facilities inventory made part of Exhibit A do not appear to match up. Can a corrected map and/or facilities inventory be made available? Please clearly show all assigned areas including all trails, dunes, boardwalks, etc.

DPR RESPONSE: RFP Errata will include revised Exhibit A with Building Inventory.

9) Can the State provide a listing of the "full replacement cost and/or value" of the improvements located on the Premises as required under Section 16 – Insurance of the sample concession contract?

DPR RESPONSE: Current property insurance coverage limit is \$25,000,000.

10) Are there any peculiar improvements or alterations to the premises that the current concessionaire has title to or the right to remove?

DPR RESPONSE: No.

11) Does the State provide any of the utilities to the premises?

DPR RESPONSE: No.

12) Can the State provide any historical or projected operational costs or expenses associated with the premises?

DPR RESPONSE: RFP Addenda will include a Feasibility Study which references operational costs in percentages.

13) Can the State provide the last three years DPR 531 Concession Performance Rating?

DPR RESPONSE: RFP Addenda will include the performance evaluations completed 2005-2007.

14) What drawings have been prepared for Phase III & IV ADA upgrades? Are they available; are they to be used for the work or do we redesign the wheel?

DPR RESPONSE: Refer to Question 4 response.

15) Have topographic surveys been prepared for the site work required?

DPR RESPONSE: No.

16) Much building/grounds maintenance has been deferred. Is this work part of the initial work for the new contract? Are drawings available?

DPR RESPONSE: State anticipates completion of deferred maintenance when feasible during life of the contract Drawings are not available.

17) The existing contract schedule of rent to be paid to the State on page 2 of the RFP does not seem to match the recap of rent paid to the State on page 3. Please explain.

DPR RESPONSE: There have been CPI adjustments to the base rent since contract execution. Information on RFP Page 3 is by State's fiscal year.

18) Is the successful contractor required to procure an alcoholic beverage license for the sale of beer and wine? Are there any other spirits allowed to be sold? For instance, full bar for a reception?

DPR RESPONSE: Refer to RFP Errata, revised Sample Contract Paragraph 17 on alcohol provisions. Proposers must also comply with California Alcohol Beverage Control requirements concerning liquor license.

19) Section 5, Rent, provides for rent to increase every five years, based on the CPI. It says that the rent adjustments are to be made in accordance with Exhibit D. However Exhibit D states that CPI adjustments are to start in year two, and be made every year thereafter. Which is correct?

DPR RESPONSE: An RFP Errata will correct the CPI discrepancy. Exhibit D contains the correct CPI information for Rent.

20) Section 13 requires the Board of the concessionaire to meet at least quarterly at Asilomar with the State, and that such meetings be open to the public. Please explain in more detail how this works and the guidelines we must follow and please list exceptions to this clause (i.e., personnel discussions).

DPR RESPONSE: Public Resources Code 5080.25(i) addresses such meetings to be held in accordance with the Bagley-Keene Open Meeting Act, Government Code Article Section 11121.

21) Section 50 requires the concessionaire to waive claims against the State should the Contract award to that concessionaire be challenged and cancelled. What assurances or protection does the Awardee have if the award is challenged and cancelled after funds are deposited or invested? For instance, if the ADA account is funded before a challenge is ruled upon, is the Awardee of the cancelled contract made whole?

DPR RESPONSE: Provisions of the contract will not be implemented until contract execution following resolution of a protest period concerning the contract award.

Delaware North Companies, Inc.

1) If ADA renovations exceed the State's estimated \$15MM, how will the excess be funded by the State?

DPR RESPONSE: \$15 million is the maximum amount to be invested by the concessionaire.

2) Will the State Architect be involved in the approval process for the ADA work?

DPR RESPONSE: Yes, the State Architect has reviewed and approved the plans and will review future project plans.

3) Is all the ADA work considered one project, or can it be broken down into smaller projects?

DPR RESPONSE: RFP page 20, Facility Accessibility Project requests proposer develop plan to accomplish ADA work.

4) Under the previous contract, the +/- 50 acres of park dunes and boardwalks were not the responsibility of the concessionaire, but ARE the responsibility of the new concessionaire. Does this include ADA liability as well as ADA upgrades and annual maintenance?

DPR RESPONSE: Refer to RFP Errata with revised Sample Contract Exhibit G, the Mitigated Negative Declaration (MND) for updated ADA projects. Dune management, beaches and related boardwalks will remain the responsibility of State, except for responsibilities addressed in revised Sample Contract Paragraph 27, Housekeeping, Maintenance, Repair and Removal.

5) Since the Tucker vs CA State Parks lawsuit requires ADA renovations to be completed in 1 year, will the new concessionaire be required to pay rent if the facility needs to be completely closed down to accomplish upgrades in this time frame?

DPR RESPONSE: Please refer to RFP page 20, Facility Accessibility Project and Sample Contract Paragraph 6C, Facility Access Project. It requests proposer commit a timeline for completion of ADA as soon as possible without impact to visitors or rent to state. Sample Contract Paragraph 5 describes conditions under which rent could be abated. The timeline for completion of ADA work will be determined following review of proposals received.

6) Will the Parks Dept. offer a cap on concessionaire liability if a) the parks ADA plan is found insufficient or b) approvals from the Coastal Commission, State Architects Office, Historic Preservation, Fire Marshall, EPA, etc delay concessionaires diligent and speedy efforts?

DPR RESPONSE: Please refer to Sample Contract Paragraph 18F, Completion of Improvements and Paragraph 24, Hold Harmless Agreement. Delays will be considered on a case-by-case basis.

7) If ADA requirements are not statutory, but adequacy ultimately decided by the courts, will the state warrant to concessionaire that the State Park's current plan will be sufficient to protect it from future lawsuits?

DPR RESPONSE: The State ADA plan has been reviewed and approved. Please refer to Sample Contract Paragraph 24, Hold Harmless Agreement.

8) The indemnity clause in the draft contract states that the concessionaire will defend the state against ADA lawsuits for the next 20 years and pay any damages, awards, or fines. Will that likelihood be funded from future rent payments or out of the concessionaires pocket - even if the concessionaire quickly fulfills the state's ADA plan?

DPR RESPONSE: Please refer to Sample Contract Paragraph 24, Hold Harmless Agreement.

9) What will the approval process be for the balance of the building accessibility and the site accessibility construction projects?

DPR RESPONSE: Approval for construction projects, including ADA, is described in Sample Contract Paragraph 18, Construction and Completion of Improvements.

10) Will the CEQA process and Coastal Commission approval for the accessibility project be complete so that the affected elements can be constructed? What parts of the project require these approvals?

DPR RESPONSE: Refer to revised Sample Contract Exhibit G, the MND.

11) In light of the expense and time pressure for the Accessibility Project, does the State anticipate any relief from hand excavation requirements and not cutting any tree roots in excess of 2" diameter for the construction of the site accessibility improvements?

DPR RESPONSE: Refer to Question 10 response. Exceptions may be considered on a case-by-case basis.

12) In light of the expense and time pressure for the Accessibility Project, will State Parks consider relaxing it's ban on large excavation and compaction equipment for the construction of the site accessibility improvements?

DPR RESPONSE: Refer to Question 11 response.

13) Given that the site is known to be populated by numerous state and federally listed sensitive species, and all of the grounds are considered sensitive habitat, if we propose an ambitious schedule for the site accessibility improvements will the State be able to provide adequate and timely monitoring over large areas?

DPR RESPONSE: Concessionaire will fund monitors from ADA project in accordance with Sample Contract Paragraph 18, Construction and Completion of Improvements, Section D. State will participate in the hiring process for monitor.

14) The Exhibit G project overview states that 22 guest rooms will be renovated to provide accessible lodging. Under the ADA a minimum of 12 accessible rooms would be required for a 313 room facility. If we provide for the variety of accommodations required by the ADA, will the State allow fewer than the specified 22 guest rooms if the project exceeds the \$15 million budget?

DPR RESPONSE: Refer to Question 1 response.

15) In Exhibit G, the Phase 5 Building and Grounds Map mentions a future restroom that is not listed in the State Parks Work Plan, is this restroom to be included in the concessionaire's Facility Plan? Is this restroom to be developed in conjunction with the gazebo mentioned in the Phase 5 Work Plan?

DPR RESPONSE: Exhibit G will be replaced with the most current draft MND for Asilomar ADA Compliance Plan, April 2008.

16) Please clarify the scope of the Phase 5 Work Plan. Is the existing dunes boardwalk acceptable to the State as an accessible "trail", or does the State intend to have the existing boardwalk replaced to some other standard?

DPR RESPONSE: Refer to Question 15 response.

17) Will the Contract Award Board have access to the Asilomar Accessibility Plan Mitigated Negative Declaration and the Accessibility Renovation Plans reviewed by the State to date to judge the acceptability of the concessionaires' proposed Facility Plans?

DPR RESPONSE: Yes.

18) The State has reviewed design development drawings for all accessibility improvements with the exception of Phase 5, and preliminary working drawings for Phases 1 & 2 site work and Phase 2 buildings. Is it the State's intent that each prospective concessionaire submit alternative accessibility designs

DPR RESPONSE: Current plans and drawings funded by the FIA account and approved by State will be included within the RFP Addenda available to proposers. Alternative designs will be considered.

19) Understanding that there is a dollar budget for the ADA upgrades, if the concessionaire comes in under that dollar amount, will the State accept the remainder of the monies to be placed into the FIA account for specifically stated projects at Asilomar only?

DPR RESPONSE: Sample Contract Paragraph 6, Additional Financial Requirements, page 9, describes the disposition of excess ADA funds.

20) What buildings on site are in need of seismic retrofit?

DPR RESPONSE: Any seismic retrofit needs will be considered on a case-by-case basis and funded within the parameters of FIA.

21) What are the code compliance issues that were identified in the course of inspections by the Health Dept., Fire Marshal, etc. in the kitchen?

DPR RESPONSE: Code compliance issues are responsibility of concessionaire.

22) Are there any future projects in which the State would anticipate unusual construction measures such as erecting tents under roofs and night "quiet" construction activities that have been employed on previous projects to minimize disruption of occupancy and guest use and enjoyment of the facilities?

DPR RESPONSE: The State will consider such measures on a case-by-case basis.

23) Paragraph 27 of the contract appears to require the concessionaire to maintain areas "no less than 50 feet" beyond Asilomar's boundary. Is this a requirement? Please clarify.

DPR RESPONSE: Sample Contract, paragraph 27 reads "in, on, or adjacent to a distance of not less than fifty (50) feet excluding private property outside the control of State".

24) Can you provide a breakdown of the \$15MM? Does this breakdown include escalation?

DPR RESPONSE: Concessionaire will be required to invest a maximum of \$15MM.

25) What does the state mean by "significant impact to visitor services" and "significant impact to rent to the State"? How will the State quantify or measure what constitutes a "significant impact"?

DPR RESPONSE: Plan for completion of ADA project would have minimum facility closures during high use periods.

26) During the proposed 20 year concession contract, does State Parks anticipate any additional seismic upgrade projects, and if so, is the intent to fund these projects from the 2% FIA account?

DPR RESPONSE: Please refer to response on Question 20 and Sample Contract Paragraph 11, Facility Improvements.

27) If we include the Kitchen Renovation in our proposal, is it to be funded by the 2% FIA account?

DPR RESPONSE: The kitchen renovation is optional. For purposes of scoring proposal, FIA funds will not be considered.

28) California wants their parks maintained in excellent condition for park visitors. Standard hotel practice allocates 4-5% of revenues for "reserves for replacement" & property improvements, with even higher ratios for historic properties. Why does the new contract reduce the maintenance reserves (FIA) budget to 2% of revenue? Is this sustainable?

DPR RESPONSE: Refer to Sample Contract Paragraph 11 Facility Improvements and Sample Contract Paragraph 27, Housekeeping, Maintenance, Repair and Removal. Sample Paragraph 6C, Additional Financial Requirements provides flexibility for savings to be deposited to the FIA account or as rent to the State at the State's discretion.

29) FIA, as it relates to the allotted Administration Fee of 5% with an annual cap of \$75,000 and considering the requirement that the concessionaire must fund the \$15M for the FIA, is it correct to assume that the 5% or \$75,000, whichever comes first during the contract year, can be credited each contract year toward the \$15M commitment until the \$15M total has been expended? For example: A 10 year projection to complete the Facility Access Plan is approved, also approved is the \$75,000 Admin. Fee for each of those 10 years. Thus the concessionaire will be entitled to a total of \$750,000 (or credit equal to that amount) over the life of the 10 year project making the actual total expenditure required of the concessionaire to be \$14,250,000.

DPR RESPONSE: Paragraph 12 of the Sample Contract specifies upon advance approval of the State, concessionaire may assess a 5% or maximum fee of \$75,000 annually for the combined Facility Access and Facility Improvement Accounts.

30) The contract requires that within 30 days of the commencement of this contract the concessionaire is required to establish and fund the Program Support Account and the FIA. What funds does the State expect the concessionaire to use to establish these two accounts within the first 30 days?

DPR RESPONSE: Sample Contract Paragraph 6 and Exhibit E specify a Trust Agreement funded by the concessionaire be established.

31) May funds from the FIA be used to pay all costs associated with obtaining required licenses, permits and other approval necessary for approved construction of a FIA project in addition to the Admin. Fee paid to the concessionaire?

DPR RESPONSE: Sample Contract Paragraph 18C, page 31 specifies permits, licenses, and other approvals shall be obtained by concessionaire at concessionaire's expense.

32) Will the State require one designated person from the Concessionaire staff to be available to assist and support the State in their interpretive program?

DPR RESPONSE: Refer to Sample Contract, Paragraph 10.

33) Hold Harmless Agreement page 38 of Sample Contract. >> Will the State give example and define what determines a "claim arising from, and to the extent of, the sole gross negligence of its officers, agents, or employees?"

DPR RESPONSE: Sample Contract Paragraph 24 Hold Harmless assigns responsibility to a "court of competent jurisdiction" for such interpretation.

34) What is DPR's expectation with regards to a schedule for completion of the Accessibility Plan?

DPR RESPONSE: Refer to RFP page 25, Sample Contract Paragraph 18 and revised Exhibit G. Proposer is to develop a schedule as part of their proposal.

35) Does the Accessibility Plan constitute DPR's facilities assessment field survey for Asilomar pursuant to State of California's Transition Plan?

DPR RESPONSE: Yes.

36) Is the Accessibility Plan incorporated into the State's Transition Plan?

DPR RESPONSE: Yes.

37) What relation does the Accessibility Plan have to the audit and survey conducted by M. Bielecki of Asilomar in 2002?

DPR RESPONSE: The MND incorporates the audit and survey.

38) Is the successful bidder's total commitment to complete the accessibility plan capped at \$15MM or is this a minimum funding commitment?

DPR RESPONSE: Refer to Question 1 response.

39) DPR is party to a Consent Decree involving a Federal Class Action lawsuit Tucker v. California Dept of Parks and Recreation, Case No. C-984935 CRB, and its related State action (Case No. 99-302586), which alleged violations of Federal, State and Local laws pertaining to access for persons with disabilities at DPR's facilities ("Tucker Case"). Please confirm if the Consent Decree will require completion of all the accessibility plan improvements within one year of the successful bidder taking over concession operations. If DPR does not believe this to be the case, please provide DPR's analysis and interpretation of the timeframe which the Consent Decree will impose on the completion of the accessibility plan.

DPR RESPONSE: State and Plaintiff representative agreed the timeframe will be established following review of proposals to this RFP.

40) What agreement or understanding does DPR have with the Plaintiffs' counsel in the Tucker Case concerning the time allowed to achieve accessibility compliance under the Consent Decree upon selection of a new concessionaire for Asilomar?

DPR RESPONSE: Refer to Question 39 response.

41) Has the accessibility plan been provided to and reviewed by Plaintiffs' counsel in the Tucker Case, and has it been approved by Plaintiffs' counsel as conforming with all applicable access standards set forth in the Consent Decree?

DPR RESPONSE: Accessibility Plan has been reviewed and approved except for timeline to be established following review of proposals.

42) Has DPR received any compliance reports from the "monitor" selected pursuant to the Consent Decree concerning DPR's compliance with the State's Transition Plan at Asilomar?

DPR RESPONSE: To date, State has not received compliance reports from monitor concerning Asilomar.

43) Has DPR entered into any written agreement with Plaintiffs' counsel in the Tucker Case with respect to any exceptions or deviations at Asilomar from the access standards or other conditions set forth in the Consent Decree which apply to Asilomar? If so, please provide copies of such agreements or a detailed explanation of the terms and conditions of same.

DPR RESPONSE: There are no written agreements setting forth exceptions or deviations at Asilomar.

44) Under the Consent Decree, DPR is to notify Plaintiffs' counsel and the designated "Monitor" as part of its "Yearly Work List" of any proposed exceptions to the access standards where DPR feels that compliance with same would impose an undue financial or administrative burden. Please advise if DPR has submitted any such exception notifications and, if so, provide copies or detailed summaries of all such notices sent to date.

DPR RESPONSE: There have been no exceptions to date.

45) Section 20 of the Sample Concession Contract indicates that all project planning documents, specifications, construction documents and contracts for services related to the preparation of such documents shall be deemed property of the State and treated as public records subject to disclosure under the Public Records Act. To the extent such documents contain proprietary, confidential and/or privileged information of private parties which is exempt from disclosure under the Public Records Act, is Section 20 intended to act as a waiver of such private parties' rights, title and interests in such protected information and materials?

DPR RESPONSE: All construction planning and implementation documents are deemed property of the State and subject to disclosure under the Public Records Act.

46) Will it be a required condition of all such construction documents and contracts which the successful bidder may enter into with architects, engineers and other construction contractors on projects at Asilomar that the parties agree to the provisions of Section 20 concerning the disclosure of materials, including drawings, plans, bid documents, specifications and budget projections?

DPR RESPONSE: Yes.

47) Section 24 of the Sample Concession Contract sets forth the successful bidder's agreement to provide the State a complete indemnification and hold harmless undertaking, excepting liability solely arising out of the State's gross negligence or willful misconduct. Would it be DPR's intention to invoke this provision should DPR be found in violation of terms and conditions of the Consent Decree as it relates to Asilomar?

DPR RESPONSE: Yes, State would invoke this provision.

48) Section 34 of the Sample Concession Contract requires a successful bidder to agree to rent or sell any item of merchandise approved by DPR under its State Park Marketing programs. Will DPR agree to a limit on the amount of such merchandise and/or retail space required to rent or sell such merchandise at any given time under the Contract? Is it DPR's intention to invoke the successful bidder's indemnification under Section 24 as to any claims made against DPR respecting such merchandise approved by DPR?

DPR RESPONSE: Refer to Paragraph 7D, Use of Premises, on Page 11 of the Sample Contract. Refer to Question 33 response concerning indemnification.

49) Section 45 of the Sample Concession Contract provides that the new concessionaire "shall be solely responsible for complying" with the ADA and Rehabilitation Act. Will the new concessionaire be deemed responsible for and held liable with respect to the condition of the grounds, buildings, and other amenities of Asilomar and their compliance with the ADA and the Rehabilitation Act as they existed prior to the new concessionaire's takeover of Asilomar?

DPR RESPONSE: Refer to Sample Contract Paragraph 2, Condition of Premises.

50) Would the new concessionaire's responsibility in this regard extend to the State's obligations and responsibilities contained in the Tucker Case Consent Decree as they relate to Asilomar?

DPR RESPONSE: Yes.

51) What relation does the State's AP have to the Asilomar ADA Compliance Plan prepared by ESA for the current concessionaire (the "ESA Plan")? ADA Information.

DPR RESPONSE: RFP Addenda includes the MND prepared by Environmental Scientist Associates (ESA). The State's accessibility plan is incorporated in this document.

52) Does the State's AP incorporate the findings of the ESA Plan concerning identified ADA inadequacies at Asilomar?

DPR RESPONSE: Yes.

53) Is the ESA Plan incorporated into the State's Transition Plan?

DPR RESPONSE: Yes.

54) Does the ESA Plan conform to the accessibility standards set forth in the Consent Decree?

DPR RESPONSE: Yes.

55) Which of the State's AP or the ESA Plan will the State refer to as controlling with respect to ADA compliance and accessibility improvements to be undertaken at Asilomar?

DPR RESPONSE: The MND will be the guiding document.

56) ". . . the State shall encumber approximately one million two hundred thousand dollars (\$1,200,000) for payment to Concessionaire for the services provided..." > Is this \$1.2M a static figure or will a CPI adjustment (or other adjustment) be put into place?

DPR RESPONSE: It is the intent of the State to appropriate \$1,200,000 each fiscal year of the contract per item 3, page 13 of the Sample Contract. However, State does not guarantee future use of Asilomar for State training programs.

57) "State shall not be charged for canceled lodging that the Concessionaire is able to rent to another party. Concessionaire shall make all reasonable effort to rent said lodging". In the event that Concessionaire is unable to rent the rooms after all reasonable efforts have been made, is it permissible to charge the State for all ten days of rent (as outlined above)?

DPR RESPONSE: Refer to Sample Contract Paragraph 7 on page 14.

58) On page 13 of the sample contract it states that subject to the availability of funds, the State shall encumber approximately \$1,200,000 each fiscal year for payment to the concessionaire for services provided to training participants. Does this mean that if funds are not available the concessionaire may not be paid for services provided?

DPR RESPONSE: No.

59) The contract states that the State shall pay the concessionaire for lodging and meals provided to training participants as follows: \$50.11 per person per day for full services, \$28.76 for meals only and \$21.23 for rooms only. Are these amounts correct since actual expenses to the concessionaire exceed these amounts?

DPR RESPONSE: Rates are not correct and the revised section is part of the RFP Errata. They are \$57.24, meals \$32.85 and \$24.39.

60) Under Mott Training Center article G. item 6) page 13, "State shall make a good faith effort to release all unassigned or unoccupied guest rooms, and use of the Marine Conference Room to Concessionaire for sale to the public at the earliest possible time." What does the state consider an appropriate time and what is the State's definition of "earliest possible time " realistically allow the concessionaire to sell the rooms?

DPR RESPONSE: The earliest possible time is the time the State knows the rooms will be available and can communicate such in writing.

61) *sample contract, pg.12, section G, #1* > If rates for the general public are subject to increases annually by CPI, why would Mott rates not be subject to annual CPI increases?

DPR RESPONSE: Refer to Sample Contract page 12, Section G.

62) Why are Mott rates rolled back to 1997 levels? Was this your intention?

DPR RESPONSE: Refer to Question 59 response.

63) Are the Mott rates inclusive of taxes?

DPR RESPONSE: Mott rates include all fees and taxes.

64) Are the Mott rates subject to fees?

DPR RESPONSE: Refer to Question 63 response.

65) For clarification, is the concessionaire, upon commencement of the contract, required to immediately pay the State \$41,667 to cover the State's operational support costs during the first month?

DPR RESPONSE: Yes. The first payment is due upon signature of the contract by the Concessionaire as stated under Paragraph 6D, Additional Financial Requirements, page 9 of the Sample Contract.

66) If the concessionaire does not receive notification from the District Superintendent that the annual update of the Operations Plan (Exhibit K) is either approved or disapproved as submitted 45 days after the submittal, can it be assumed they plan is approved?

DPR RESPONSE: No. As stated in Section 7, Use of Premises, last paragraph on page 10 of the Sample Contract, "District Superintendent or designee shall review, modify as necessary, and approve the annual update within (45) days following receipt".

67) In the sample contract Operations Transition, (C) Worker Retention on page four, the contract states the new concessionaire shall comply with the current Labor Agreement and retain job classifications to the extent possible. What provisions are made for the non-union positions and the management team?

DPR RESPONSE: Refer to Sample Contract Paragraph 4C, Operation Transition.

68) In the previous Contract, a 5% Facilities Improvement Account funding requirement was exhausted by seismic upgrades and building accessibility projects. If the cost of the Asilomar accessibility work exceeds \$15 million, how will the balance of seismic be funded?

DPR RESPONSE: Refer to Question 1 response.

69) A unisex accessible restroom was added in Crocker Dining Hall as a temporary measure until the public restrooms could be remodeled as part of a comprehensive remodel of the kitchen wing. The existing space is inadequate for all of the functions currently housed in the kitchen wing, is the kitchen wing remodel to be limited to the footprint of the existing building?

DPR RESPONSE: This will be based on submitted plans and the review and approval process.

70) Are there any outstanding "Obligations of Compliance" from Fed., State or local agencies such as County Health or Fire Department?

DPR RESPONSE: Code compliance is responsibility of concessionaire.

71) Have specifications of the Crocker Kitchen Floor requirements been issued by the Monterey County Health Dept.?

DPR RESPONSE: Refer to Question 70 response.

72) "Concessionaire shall provide to State for State's exclusive occupancy and use up to two (2) residences for State park employees. Concessionaire shall maintain and repair the exterior of residences in accordance with State standards." > At what rate will the Concessionaire charge the State for this usage?

DPR RESPONSE: The Guest Inn and Park Office (804 Crocker) will become State employee residences under State responsibility. Engineer's Cottage will become new park office under Concessionaire's responsibility per Sample Contract Paragraph 7E, Page 11.

73) At what rate will the Concessionaire charge the State for conversion of Park housing units?

DPR RESPONSE: Concessionaire is not responsible for conversion of units into State park housing.

74) Will the State approve conversion of other Park housing units to off-set the lost usage (for overnight guests) of these two units?

DPR RESPONSE: No.

75) What is the estimated lost revenue of converting Park housing units to other uses?

DPR RESPONSE: The estimate is \$160,000 based on information provided by current concessionaire.

76) Since the contract specifically states the concessionaire maintains the “exterior” of the two state park residences with no mention of the interiors, who is responsible for maintaining/repairing the interior? At what rate will the State be charged?

DPR RESPONSE: The State is responsible for maintaining exterior and interior.

77) Employees living in state park residences normally pay the state a monthly rental fee for use of the residence plus they generally are required to pay for their own utilities. At what monthly rate may the concessionaire charge the employee(s) for the residences?

DPR RESPONSE: Refer to Question 76 response.

78) Exhibit “B” of the contract does not include a definition of a “residence”. Since types of state park residences vary from small studio apartments to very large houses with multiple baths and bedrooms, what is the State’s definition of a residence for purposes of this contract?

DPR RESPONSE: Refer to Question 76 response.

79) The contract does not specify which facilities are to be made available as residences for state park employees. Is it then correct to assume this means that selection of each building to be used is at the discretion of the concessionaire? If not, what will be the criteria used to select an appropriate facility?

DPR RESPONSE: Refer to Question 72 response.

80) The contract states that the concessionaire must “establish and fund the Program Support Account” within 30 days of the commencement of the contract. Does this mean the concessionaire is expected to establish a separate account and immediately fund that account equal to the total expenditure (\$200,000) required for the first year and each year thereafter? If not, then what amount is expected within that 30 day period?

DPR RESPONSE: Yes, refer to Paragraph 6A on page 7 of the Sample Contract.

81) The point award schedule in the RFP might reward a proposal which pays additional rent to the Parks Department even if it meant less services and amenities to park visitors. Was this the Parks Dept intention?

DPR RESPONSE: Park’s intent is described in Section 1.3, paragraph 2, page 5 of the RFP. Rent is one component of the Proposal Evaluation Criteria described in Section 3.2, page 23-24 of the RFP.

82) Level III in the Proposal Evaluation Sheet requires the evaluator to assign point values indicating the level which the proposal meets RFP requirements. Since each section of Part II (Proposal Information) of the DPR398 lists fewer elements than the maximum points available (ex: Facilities Plan has only 7 elements, but 10 points possible), does each element hold equal value (10 pts divided by 7 elements = 1.43 pt/element) or do some elements hold a greater point value than others? If the latter is true, then what is the point value per element for each section where points are awarded?

DPR RESPONSE: Refer to RFP, Page 10. The Award Board uses the criteria established in the RFP to evaluate the proposals.

83) In the description of each section evaluated in the DPR 398 the RFP states that "additional points" may be awarded based on specified criteria. Does this mean that to potentially achieve a maximum score (15 points) for the Operations Plan the proposal would have had to: 1) include language maintaining current room rates, except for increases allowed in accordance with the CPI provision, and 2) include an employee commute or trip reduction program, and 3) show that high-quality goods and services, consistent with the intent of the RFP and mission of the Park, will be provided? If the proposal does not include the above three elements, what would then be the maximum points possible for Operations Plan?

DPR RESPONSE: The maximum possible points for the Operations Plan is 15. The Award Board will determine the score for each category based on the criteria within the RFP and the material within the proposals.

84) Since there is a possibility that two or more proposals may garner the same total point score, what criteria will be used to break the tie?

DPR RESPONSE: The Award Board will determine the final score based on the criteria within the RFP and the material within the proposals. Based on the Award Board's final scoring a recommendation will be made to the Director.

85) The contract states that the concessionaire "shall, without cost to State, provide... computer, ...supplies, materials..." in support of the Asilomar Park Office. Is it correct to assume that it is at least one purpose of the Program Support Account to purchase such supplies, materials and equipment to accomplish these programs?

DPR RESPONSE: Refer to Sample Contract Paragraph 6A, Program Support Account and RFP Errata revisions for Paragraph 7E.of Sample Contract.

86) Funding of State employee...is this above and beyond the Program Support Fund monies? (Typo in text...it reads State Operations Support fund; should be Program Support Fund?)

DPR RESPONSE: Refer to Sample Contract Paragraph 9.

87) The contract requires sales space in the Gift Shop for display of State Park merchandise, and the selling of State Park passes. Will the State be responsible for buying and maintaining that inventory within the Gift Shop?

DPR RESPONSE: Concessionaire will be responsible for buying and maintaining the inventory. Refer to RFP Errata revised Paragraph 7D of Sample Contract.

88) Will the states planned facility upgrades trigger additional code requirements in such areas as life safety, fire protection, lead paint, asbestos abatement, air quality, health code, storm water management, seismic upgrades, or new certificates of occupancy? Have these requirements been incorporated into the state's budgeted expenses and timelines?

DPR RESPONSE: Refer to Question 70 response.

89) What hurdles or restrictions do the state, EPA, Coastal Commission, or others impose on trenching for utility, communication, and IT infrastructure?

DPR RESPONSE: Refer to Question 70 response.

90) Will the Concession Proposal forms, DPR 398, be provided electronically or are these to be created by the bidders?

DPR RESPONSE: DPR 398s will be provided electronically upon request.