



To Prospective Bidders:

Enclosed are the State's responses to proposer questions concerning the Request for Proposals (RFP) for the Shadow Glen Stables at Folsom Lake State Recreation Area. This response package includes the following:

- 1) The State's responses to questions submitted by a prospective proposer.
- 2) Errata #1 with modifications to the RFP, Page 5, Section 1.3 Contract Summary; RFP, Page 7, Section 2.1, Proposal Process; RFP, Page 15, Operation Plan, Transition/Business Start-Up Plan; RFP, Page 17, Facility Plan, Facility Development; Sample Concession Contract, Page 5, Section 6, Use of Premises, Subsections A and D; and Sample Concession Contract, Page 11, Section 10, Housekeeping, Maintenance, Repair and Removal, Subsection B, Maintenance and Repairs.

This information may also be viewed on the Concessions website at [www.parks.ca.gov/concessions](http://www.parks.ca.gov/concessions). If you have any questions, please call Laurie Donaldson at (916) 654-8924 or e-mail [laurie.donaldson@parks.ca.gov](mailto:laurie.donaldson@parks.ca.gov).

Sincerely,

Teresa Montijo, Concessions Program Manager  
Marketing and Business Development



**REQUEST FOR PROPOSALS (RFP)  
SHADOW GLEN STABLES – FOLSOM LAKE SRA  
STATE'S RESPONSE TO QUESTIONS FROM INTERESTED PARTIES**

**Questions Submitted by Shadow Glen Family Stables – Kelly Godwin:**

**Question # 1**

Assuming that the current concessionaire chooses not to bid or is not awarded the bid, what input will the current occupant have in developing the required transition plan? If the new concessionaire does not want or is unable to purchase the above ground facilities from the existing owner there will be a period of time when the stable may be unusable while existing facilities are removed and new facilities are installed. How will the current boarders and other clients be accommodated?

***State's Response: Refer to RFP Errata #1. Proposer's will be required to submit two (2) transition plan scenarios based on whether equestrian facilities are available for purchase from the incumbent Concessionaire or not. The transition plans must address the steps and timeline for transition in customer services which include how current boarders and other clients will be accommodated. Regardless of whether a commitment exists between the incumbent Concessionaire and a proposer prior to the proposal submission deadline, both Transition Plans A and B will be required as part of their proposal.***

**Question # 2**

Will vaccinations other than that for Eastern-Western Sleeping Sickness be required? Rabies and West Nile Disease are significant public and equine health concerns and are commonly required at horse boarding facilities. The current concessionaire requires these vaccinations as well as Flu-Rhino, another serious threat to the health of horses. Additionally, to ensure the health and welfare of the horses, worming should be done more than once per year.

***State's Response: Refer to Errata #1 regarding changes to the RFP and Sample Concession Contract pertaining to deworming and vaccination requirements.***

### Question # 3

Assuming that the new concessionaire must replace the 1400 lineal feet of existing fence and provide 845 lineal feet of new perimeter fence, what will be the minimum standards and requirements? Will a fence of t-posts and wire fencing be deemed acceptable? Additionally, if an Environmental Impact Report (EIR) is required, who will bear the responsibility and cost for preparing the report?

***State's Response: All necessary environmental reports have been completed by the State. All required fence repair and/or replacement and new fencing along the south perimeter of property must be completed by concessionaire. Portions of the existing fence may be repaired with existing materials. Other sections will require replacement of fence posts and 2x6 top rails. Most of the existing wire mesh fence appears to be reusable. However, some sections may need replacement. New fencing must match the existing fencing with peeler posts, a 2X6 top rail and wire mesh fencing.***

### Question # 4

How will the language in Exhibit D of the existing concessionaire contract be mitigated? Exhibit D states: State owned site improvements include: graveled access road and parking lot, perimeter fencing; two (2) employee trailer pads; and water well and pressure tank; and underground electrical, telephone, water, and septic utilities. All state-owned facilities will be available for use by the successful concessionaire; however, construction and/or provision of all other facilities and equipment necessary for the operation of the equestrian center, as required by contract, will be the sole responsibility of the successful bidder. Unless otherwise specified, the above-ground facility improvements are the personal property of the current Concessionaire and, as such are subject to sale or removal by the current owner. Exhibit D describes in detail what is owned by the state. The cross ties, bunk, and wash racks were all in place at the time this language was developed and signed. If they were clearly the property of the state they should have been listed with the other state-owned improvements. It is the current owner's belief that Exhibit D was written specifically to clarify the issue of ownership of these facilities.

***State's Response: The current concession contract, Exhibit D, defines above ground facilities that are property of the State. Other above ground facility improvements are the personal property of the current Concessionaire. If the incumbent Concessionaire is not the successful proposer, all above ground facility improvements (even those affixed to real property) must be removed from premises within thirty (30) days after contract termination or may be sold to the successful proposer. Upon execution of a new concession contract and in accordance with Sample Concession Contract, Section 16, Personal Property, "Unless approved in writing by State, all property attached to real property will be***

***considered a real property improvement and shall become property of State at the time this Contract is terminated.”***

**Question # 5**

Will the current concessionaire be reimbursed for the cost of replacing the pump that is part of the state-owned water well (see Exhibit D, above), or should they plan to remove it if they choose not to bid or are not awarded the contract? When the pump failed, the current concessionaire was told that the concession owned the pump and would have to bear the entire cost for replacing it.

***State’s Response: No. Since the pump is part of the State-owned water well, it is deemed to be State property. Current Concession Contract, Page 16, Paragraph 18, Housekeeping, Maintenance, Repair and Removal, B. Maintenance and Repairs states, “Concessionaire shall maintain all concession facilities and personal property and equipment on the Premises in good condition and repair at Concessionaire’s sole cost and expense at all times during the term of this contract. Such maintenance shall conform to State Park standards. For the purposes of this contract, the term “maintenance” is defined as all repair and preservation work necessary to maintain concession facilities and personal property and equipment in a good state of repair, as well as to preserve them for their intended purpose for an optimum useful life.”***

**Question # 6**

Will the successful bidder continue to be required to pay the cost for the maintenance of the portable toilet in the state-owned lower parking lot?

***State’s Response: Prior to the execution of a new concession contract, the ADA portable toilet currently located in the lower parking lot will be relocated by State to the upper parking lot. All costs associated with the maintenance of the portable toilet will become the future concessionaire’s responsibility in accordance with the Sample Concession Contract, Page 11, Section 10, Housekeeping, Maintenance, Repair and Removal.***

# REQUEST FOR PROPOSALS

## Shadow Glen Stables

### Folsom Lake State Recreation Area

#### ERRATA #1

October 22, 2014

Changes to the RFP consist of the following:

#### RFP, Page 5, Section 1.3 Contract Summary

12. Ensure all required vaccinations and deworming ~~proof of an annual Eastern-Western Sleeping Sickness Vaccination and worming~~ is are given before any horse is accepted for boarding. Ensure concession livestock also adhere to vaccination and worming requirements.

#### RFP, Page 7, Section 2 – The RFP Process

##### 2.1 PROPOSAL PROCESS

##### Tentative Proposal Dates

September 24, 2014 .....	Opening Date - Publication of the RFP
October 8, 2014 .....	Optional Pre-Proposal Meeting
October 15, 2014 .....	Questions - Last date for proposers to submit written questions
October 22, 2014 .....	Answers - DPR written responses to questions
December 10, 2014 .....	Closing Date - Deadline for proposal submission
December/January 2014.....	Investigation and evaluation of Proposals
January, 2014 .....	Notification of "Intent to Award Contract"
January/February 2015.....	Award, preparation, and execution of contract
April 1, 2015.....	Ten (10) <del>Five (5)</del> year contract begins

## RFP, Page 15, A. Operation Plan

### Transition/Business Start-Up

~~Describe a plan and timeline for starting concession operation and providing a seamless transition in customer service.~~

Proposer's are required to submit two Transition Plan scenarios for planning, developing, and implementing the concession facilities and operations envisioned by the RFP and the Sample Concession Contract. This element should provide a description of the key steps and timeline for providing a phased and seamless transition in customer service, including how current boarders and other clients will be accommodated and the provision of goods and other services during concession start-up. Transition plan descriptions are as follows:

***Transition Plan A.*** In the event equestrian facilities are not available for purchase from the incumbent Concessionaire, ***Transition Plan A*** should describe the proposer's ability and commitment to quickly provide high-quality equestrian services. Describe any temporary facilities that may be required and any anticipated, temporary reductions in existing concession facilities and services.

***Transition Plan B.*** In the event equestrian facilities are available for purchase from the incumbent Concessionaire, ***Transition Plan B*** should describe a plan and timeline for starting concession operations and providing a seamless transition in customer service.

## RFP, Page 17, Facility Plan

### Facility Development

Describe any proposed facility improvements. Include the resumes of the proposed contractors to be used and descriptions and/or schematic drawings of the work to be accomplished and items to be installed. Proposer may submit lists, drawings, pictures, and diagrams to illustrate and clarify the plans.

Minimum facility improvements include (as delineated on the Sample Concession Contract, Exhibit A), repair of the existing perimeter fencing, full fence replacement of several sections, as necessary, and installation of new fencing along the south perimeter of property. Portions of the existing fence may be repaired with existing materials. Other sections will require replacement of fence posts and 2x6 top rails. Most of the existing wire mesh fence may be reusable. Other sections may need full replacement. New fencing must match the existing fencing with peeler posts, a 2X6 top rail and wire mesh fencing. All fence repair, replacement and new installation must conform to recommendations in the CEQA and NEPA project documents and must be completed in-kind.

Changes to the Sample Concession Contract consist of the following:

**Sample Concession Contract, Page 5, Section 6, Use of Premises, Subsection A**

3) ~~Proof of an annual Eastern Western Sleeping Sickness Vaccination and worming must be given before any horse is accepted for boarding. Vaccinations and worming shall be performed on schedule. Concessionaire's livestock shall also be subject to vaccination and worming requirements. Documentation of these requirements shall be kept and maintained by Concessionaire.~~

3) Proof of deworming for major parasites and core vaccinations to protect against diseases endemic to the region, are virulent or highly contagious, pose a risk of severe or fatal disease, have potential public health significance, and/or are required by law must be given before any horse is accepted for boarding. Schedules for ongoing vaccinations and deworming shall be in accordance with guidelines established by the American Association of Equine Practitioners. Concessionaire's horses must also adhere to vaccination and deworming requirements.

**Sample Concession Contract, Page 10, Section 6, Use of Premises, Subsection D**

At a minimum, Concession services shall be provided between the hours of 8:00 AM and 4:00 PM, year round Thursday through Monday and holidays, excluding ~~New Year's Eve, New Year's Day, Easter Sunday, July 3, 4, and 5, Thanksgiving Day, Christmas Eve, and Christmas Day~~ January 1, the first Sunday after the full moon following the March Equinox, July 3, 4, and 5, December 24, December 25, and December 31 or when the unit closes, whichever is earlier, during each year of the Contract. Boarders shall have access to the stables on closed days and after hours from sunrise to sunset. 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 of adverse weather or other operating conditions, State may permit the concession to close at any time during the term of this Contract.

**Sample Concession Contract, Page 11, Section 10, Housekeeping, Maintenance, Repair and Removal, Subsection B. Maintenance and Repairs**

Concessionaire shall maintain all concession facilities and personal property and equipment on the Premises in good condition and repair at Concessionaire's sole cost and expense at all times during the term of this Contract. For the purposes of this Contract, the term "maintenance" is defined as all repair and preservation work necessary to maintain concession facilities and personal property and equipment in a good state of repair, as well as to preserve them for their intended purpose for an optimum useful life. ~~As delineated on Exhibit A, maintenance and repairs shall include extensive repair of the existing perimeter fencing, full fence replacement of several sections, as necessary, and installation of new fencing along the south perimeter of property. All fence repair, replacement and new installation shall conform to recommendations in the CEQA and NEPA project documents. Concessionaire shall submit plans, in writing, to District Superintendent or designee for approval prior to commencement of the project.~~