



January 31, 2012

To Prospective Bidders:

Enclosed are the State's responses to proposer questions concerning the Request for Proposals (RFP) for Boat and Personal Watercraft Rentals 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) Addenda/Errata #1 with modifications to the RFP and Sample Concession Contract relating to the anchoring systems and the on-premises storage of boats and personal watercraft rentals. Revised sections are RFP, Section 1.3, Contract Summary; Sample Concession Contract, Section 1, Description of Premises; and Sample Concession Contract, Section 5, Use of Premises. Also included is an additional Exhibit to the Sample Concession Contract, Exhibit A5, Proposed Trailer/Vessel Storage Development Site. The specific changes are highlighted in yellow.

This information may also be viewed on the Concessions website at 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.

Sincerely,

for Teresa Montijo, Acting Chief
Concessions, Reservations and Fees Division

RFP Questions from Granite Bay Rentals, Inc.

Three Considerations

1) *RFP page 5, #8: Remove all boats, personal watercraft and associated rental equipment from State Park each day. The storage of boats and equipment during the off-season will not be provided on the State Park property.*

We request to change or modify this line item. Removing equipment from the park daily is a significant financial strain for a business, source of unnecessary air pollution by requiring so many trips to and from the lake and would require a significant delay in customers receiving our great timely service.

Based on contract requirements, approximately 10-13 pieces of equipment would need to be delivered to the lake each morning prior to the 10am opening and these items returned beginning about 7pm.

- Currently, our storage is approximately three miles from the Granite Bay Boat Launch. This is considered close proximately given the number of storage facilities in the surrounding areas.
- One round trip is approximately one hour with drop off, hitch and unhitching of the units and getting in and out of the lake with mild traffic. This would be especially hectic if not impossible on busy weekends when the lake reaches maximum capacity. In the past, we have had to wait 45 min to 1 hour just to get into the lake from Auburn-Folsom road to the Folsom Lake entrance for 1 trailer. Douglas Boulevard is only two lanes after Auburn Folsom road to the lake.
- With two drivers and two helpers with two trucks delivering these units, each would take five round trips to drop off. That means each employee would spend upwards of five hours to drop off units. Their day would start around 5am.
- Regardless of how many trucks or employees you have, it still will average any company about 10 -13 hours of employee time PRIOR to starting the day. Returning equipment to storage every evening would equal the same 10-13 hours of employee time. In total, about **20-26 hours per day** would be spent by any company in just bringing equipment to and from the lake.
- From an employer perspective, this is extremely dangerous, costly (\$300+ per day) and not time efficient. It also provides unnecessary wear and tear on vehicles. This does not include the high - expense of insuring additional drivers to operate our trucks.
- In the evenings, when boats are required to return at 7pm, all customers must be checked out and the units must receive a final inspection prior to being sent to storage. It will then take employees approximate five hours to get all units into storage. That would mean the **last units would be in after midnight!** Moving units after dark has many safety concerns for driving and parking units and of the welfare of our employees. This also interferes with the park's closing time.
- The summer season typically has poor air quality days. This frequent driving goes against what is recommended to be environmentally friendly.

- In twenty+ years of motorsport/rental business, we have not heard of a state park or private facility that has required units to be moved daily to outside storage.
- By requiring daily offsite storage, it would require any business to hire more employees for driving, purchase additional trucks, spend additional costs in storage and insurance, add unnecessary auto pollution, and ultimately risk the safety of the employees, park visitors and the equipment.

We request to modify this RFP line item. We would like the State Park to allow storage of Boats/ Personal watercraft on site DURING the rental season. We would hold harmless the State from liability of this storage. We would supply security fencing for the equipment.

If at all else, we would request that we could leave the equipment on site from Friday evenings to Monday evenings and holidays. This would be a compromise for both the State Park and our business. This would allow less frequent trips during the weekend when the most equipment is needed.

We kindly ask for your consideration. Thank you.

State's response: Please note Addenda/Errata #1 with changes to RFP, Section 1.3, Contract Summary, #10, Sample Concession Contract, Section 5, Use of Premises, and new Exhibit 5A, Proposed Trailer/Vessel Storage Development Site to allow for limited storage provisions.

2) *Example Contract pg 6, letter H: Courtesy dock and anchoring system shall be provided by concessionaire in Stage 4, Stage 3, Stage, 2 and Stage 1.....*

We request to change or modify this line item.

- As stated by State Park personnel, Concessionaires should be seen as a seamless connection to the State Park itself. Having a different dock separates the Concessionaire from the State Park staff and facility.
- Portable docks are known to frequently drift. Their anchoring system is very inefficient. They are usually comprised of tires filled with cement for weight and a cable that sits on the lake bottom to hold the dock straight. When waves hit the dock, the dock bounces like a fishing bobber and the weight bounces erratically.
- In the past at Folsom lake, we have witnessed on many occasions the "private" dock drifting over into public use locations and ramps causing a delay for customers to launch their boats. We have seen it take upwards of a couple of hours to place the "private" dock back into place.
- The State Park has an anchoring cable system that is secure. These cable systems were installed when the cement ramps were poured and are very dependable. We feel the State Park's docks would provide a safer choice for park visitors. It would eliminate the possibility of the portable docks from floating away do to a weak anchoring system.
- Per the Example Contract, the various stage areas have eyebolt anchors that are for the concessionaire. At the start of the season, all these ramps are under water. This would **require the concessionaire to dive underwater**, as much as 20 feet, in murky water to attach a cable.

This would have to be done several times during the season as the water level changes. This is not an issue for the State Park as the cables are already there. This type of diving **is not safe**.

- In twenty+ years of motorsport/rental business, we have not heard of a state park or private facility that has required a concessionaire/vendor to supply their own dock.
- Using State Park docks ensures the Park's approval of the dock's ADA requirements.

We request to modify this RFP line item. We ask that the State Park provides a dock. Thank you for your consideration.

State's response: Please note Addenda/Errata #1 with changes to Sample Concession Contract, Section 5, Use of Premises.

3) *Example Contract page 7-8, Letter S:Concessionaire may use and shall not exceed a maximum of 13 parking stalls....*

We request to modify this line item.

We would like to increase the amount of parking stalls from 13 to 15. This would accommodate 10 boats with trailers and five personal watercraft trailers resulting in the maximum allowable rentals at the lake.

State's response: The State will only provide a total of 13 parking stalls.

Changes to the RFP are as follows:

1.3 Contract Summary

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

1. Provide for the operation and maintenance of a boat and personal watercraft concession offering high-quality rentals and services to enhance the public's use, enjoyment, and recreation at Folsom Lake SRA.
2. Maintain the premises, facilities, and equipment in good condition in accordance with Department standards, contract provisions and current boating laws.
3. Ensure all vessels have current registration stickers and CF numbers properly displayed in accordance with applicable California boating laws.
4. Provide properly fitting US Coast Guard approved Personal Floatation Devices (PFD) for each person on board each vessel. Children 13 years of age and under must wear an approved PFD at all times when on the vessel.
5. Provide adequate instruction to all renters to ensure basic operational knowledge of equipment rented and all safety requirements applicable to each piece of rental equipment.
6. Accept payment from no fewer than three major credit cards, such as MasterCard, Visa, Discover Card, American Express or debit cards and pay all processing fees associated with credit card sales.
7. Ensure preprinted, consecutively numbered rental agreements are read and signed by each renter. The rental agreement shall include boating regulations stating watercraft speed is five miles per hour within 200 feet of any shoreline and renters operating vessels must observe Federal Inland Navigation Rules, California State Boating Laws, and local boating regulations. The rental agreement shall also include or have attached, a checklist identifying any existing or new damage to the craft.
8. Immediately report any accidents to State Park Peace Officer staff.
- ~~7-9.~~ Be certified and current in CPR and First Aid and provide State, upon the State's request, with a description of Concessionaire's emergency/first aid plans and procedures.
- ~~8-10.~~ ~~Remove all boats, personal watercraft, and associated rental equipment from State Park property each day.~~
Comply with boat, personal watercraft and trailer storage requirements according to Sample Concession Contract, Section 5, Use of Premises and Exhibit 5A, Proposed Trailer/Vessel Storage Development Site.

- 9. 11. Pay as annual rent the amount presented in the proposal, which, at a minimum, shall be the greater of ten thousand dollars (\$10,000) or twelve percent (12%) of Gross Sales.
- 40. 12. Implement an Operation Plan, as specified in Proposal Instructions that clearly demonstrates the proposer's plan to provide accessible services and facilities that comply with ADA guidelines. The plan will become part of the contract subject to State review and approval.
- 44. 13. Provide a continuing Performance Bond in the amount of six month's minimum annual rent, as bid.
- 42. 14. Pay for all taxes applicable to the operation of the concession, including possessory interest taxes, and all utility services as required by the contract.
- 43. 15. Provide liability, auto, and Worker's Compensation insurance as required by the contract.
- 44. 16. Obtain all necessary licenses, permits, and approvals as set forth in the contract and abide by all applicable health, safety, and environmental codes and regulations.
- 45. 17. Comply with the letter and spirit of current and subsequent guidelines or plans, including General Plan amendments or updates, management plans, and others.
- 46. 18. Demonstrate compliance with labor laws as specified in the RFP.

Changes to the Sample Concession Contract are as follows:

1. **DESCRIPTION OF PREMISES**

The State for and in consideration of the agreements hereinafter stated, grants to Concessionaire for the purposes stated herein, the right, privilege, and duty to develop, equip, operate, and maintain a nonexclusive concession in Folsom Lake SRA at the location(s) as set forth in **Exhibit A, Exhibit A1, Exhibit A2, Exhibit A3, and Exhibit A4, and Exhibit A5**, attached to and made a part of this Contract (the "Premises"). The Premises shall be developed and operated for public outdoor recreation purposes in compliance with the provisions of the Land and Water Conservation Fund Act (LWCF).

The possessory interest herein given to the Concessionaire does not exclude the general public from the Premises; however, the use by the general public is limited by the terms and conditions of the possessory interest given herein. This Contract is not

intended to confer third party beneficiary status to any member of the public who is benefited by the terms of this Contract. The possessory interest is further subject to all valid and existing contracts, leases, licenses, encumbrances, and claims of title that may affect the Premises.

5. USE OF PREMISES

The Premises shall be used by the Concessionaire to operate and maintain a boat and personal watercraft rentals concession for use by the general public.

- A. Concessionaire shall provide a minimum of eight (8) boats of various configurations, including but not limited to ski, wake board, fishing, and patio/pontoon boats and a minimum of eight (8) personal watercraft. Other equipment rentals shall include, but not be limited to, ski ropes and inflatable tow behind water toys.
- B. Concessionaire shall provide all safety items, including, but not limited to PFD's, air horn, paddle, and two-way radios for direct communications with rental office.
- C. The number of boat rentals on the lake shall be limited to no more than ten (10) at any one time and the number of personal watercraft on the lake shall be limited to no more than fifteen (15) at any one time.
- D. All vessels, used by the public or Concessionaire shall be maintained in a good and safe condition and must meet equipment requirements as set forth in current boating laws.
- E. All vessels shall have current registration stickers and CF numbers properly displayed in accordance with applicable California boating laws.
- F. Concessionaire shall provide properly fitting U.S. Coast Guard approved Personal Floatation Devices (PFD) for each person on board each vessel. Children 13 years of age and under must wear an approved PFD at all times when on the vessel.
- G. Adequate instruction shall be provided to all renters to ensure basic operational knowledge of equipment rented and all safety requirements applicable to each piece of rental equipment.
- H. ~~Courtesy dock and anchoring system shall be provided by Concessionaire in Stage 4, Stage 3, Stage 2, and Stage 1.~~

At no cost to State, Concessionaire shall be required to provide courtesy dock in Stage 4, Stage 3, Stage 2, and Stage 1 and the anchoring system in Stage 1. State shall provide anchoring system, including eye bolts and dock adjustment cables in Stage 4, Stage 3 and Stage 2. Concessionaire shall provide dock mooring cables.

- 1) Docks shall be maintained in a safe condition. Dock surfaces shall remain free of tripping hazards and dock sides shall be kept free of protruding objects including, but not limited to nails and staples.
- 2) Cleats must be securely fastened to docks.
- 3) All dock signage requires prior written approval by State.

I. Concessionaire shall be responsible for the adjustment of the concession dock in accordance with the fluctuating lake levels.

J. Concessionaire shall be responsible for the movement and transport of the concession dock to and from the designated locations of operation.

K. Preprinted and numbered rental agreements shall be read and signed by each renter and initialed by the Concessionaire or his/her designee. The document shall include, or have attached, a checklist identifying any existing or new damage to the craft. The rental agreement shall also include the following boating regulations:

- 1) Watercraft speed is five miles per hour within 200 feet of the shoreline, including when leaving or returning to the dock area.
- 2) Renters operating vessels shall observe Federal Inland Navigation Rules, California State Boating Laws, and local boating regulations. Violations of any of the above may result in arrest, citation, and/or termination from the lake.
- 3) Renters shall not carry more than the prescribed number of people in any of the vessels.

L. Concessionaire shall immediately report any vessel accidents to State Park Peace Officer staff.

M. Concessionaire employees shall be certified and current in CPR and First Aid. Concessionaire shall also provide State, upon the State's request, with a description of Concessionaire's emergency/first aid plans and procedures.

N. ~~Storage of boats, personal watercraft and other equipment will not be provided by the State. Concessionaire shall remove all boats, personal watercrafts, and associated rental equipment from State Park property each day.~~

During Contract Year one (1), at Concessionaire's sole cost and expense, Concessionaire may fence off a maximum of thirteen (13) parking stalls located at the rear of the Stage 4 parking lot for boat, personal watercraft and trailer storage. The fence may be erected at the beginning of the operational season. Specific date shall be determined by State. Fence shall be removed on or before September 30, 2013.

1. Fencing shall be movable, no more than six (6) feet in height, constructed of chain link and contain privacy slats. Any modifications to the fencing or designated area must be submitted, in writing, by Concessionaire and be approved, in writing, by State.

2. State may charge Concessionaire an additional fee, not to exceed three hundred dollars (\$300) for each month Concessionaire uses the Stage 4 parking lot. If State determines to charge a fee, State shall provide thirty (30) days written notice to Concessionaire.

3. Concessionaire warrants the fenced in area is for the storage of boats, personal watercraft and trailers only. Boat maintenance and/or repairs of any kind shall not be permitted within the Folsom Lake State Recreation Area. Concessionaire shall comply with all park rules and regulations and shall not use fenced area for overnight camping.

Beginning in Contract Year two (2), and pending compliance with the California Environmental Quality Act (CEQA) and the National Environmental Protection Act (NEPA), Concessionaire may be allowed to store boats, personal watercraft and trailers in the Northwest corner of the Stage 4 parking lot. Concessionaire shall be responsible for all costs associated with improvements to the site, including grading, paving, fencing and security measures. In the event, State determines the project cannot proceed, beginning in Contract Year two (2) and all consecutive years, Concessionaire shall be required to remove all boats, personal watercraft and associated rental equipment from State Park property each day. State shall not assume responsibility or liability for Concessionaire's personal property, at any time.

- O. Concessionaire may not sell fuel to the general public. Fuel may only be dispensed to refill rentals upon return and done according to State and local regulations. Refueling policies shall be clearly posted. Spill containment shall be provided by Concessionaire and must be adequate for on-site fuel.
- P. Storage of boats and equipment during the off-season will not be provided on State Park property.
- Q. Concessionaire rental customers shall pay all required park entrance fees and Concessionaire customers shall not receive expedited entrance into park.
- R. Concessionaire may be requested to relocate concession premises for up to three (3) days during special events that are held at the park. In the event Concessionaire is requested to relocate, relocation compensation shall not be provided to Concessionaire.
- S. Concessionaire shall operate only in the following designated areas:
- 1) Stage 4 – Designated location for concession operation is on the south side of the Stage 4 parking lot on the Stage 3 access road. Concessionaire shall use the designated ramp area and the mobile office trailer shall be placed on the north end of the access road. The ramp is equipped with eyebolt anchors for one (1) dock, dock and cable to be provided by Concessionaire. Cable shall be removed by concessionaire annually once ramp is unusable and roadway reopens to the public. Concessionaire may use and shall not exceed a maximum of thirteen (13) parking stalls located in the Stage 4 parking lot as delineated on **Exhibit A1**. There is no special access or boat trailer storage privileges provided to Concessionaire in the ship shape lane area.
 - 2) Stage 3 – Designated location for concession operation is the farthest north ramp at Stage 3. The ramp is equipped with eyebolt anchors for one (1) dock, cable and dock to be provided by Concessionaire. Concessionaire shall use the designated ramp area (including trailer parking) and the mobile office trailer shall be placed on the north side of the concession ramp. Concessionaire may use and shall not exceed a maximum of thirteen (13) parking stalls located in the Stage 3 parking lot as delineated on **Exhibit A2**.

3) Stage 2 – Designated location for concession operation is the farthest north ramp at Stage 2. This ramp is equipped with eyebolt anchors for one (1) dock, cable and dock to be provided by Concessionaire. Concessionaire shall use the designated ramp area (including trailer parking) and the mobile office trailer shall be placed on the north side of the concession ramp. Concessionaire may use and shall not exceed a maximum of thirteen (13) parking stalls located in the Stage 2 parking lot as delineated on **Exhibit A3**.

4) Stage 1 – Designated location for concession operation is the area located south of the entrance road and east of the boat launch ramp. Mobile office trailer shall be placed south of the entrance road and on the east side of the ramp. Concessionaire may use and shall not exceed equivalent area of thirteen (13) parking stalls located in the Stage 1 dirt area as delineated on **Exhibit A4**.

T. The Use of Premises will be consistent with the State approved Operation Plan, as proposed by Concessionaire and modified by State as is reasonable and necessary to meet the intention of the State for this concession operation and the mission of the Department. The approved Operation Plan is incorporated herein and made part of this Contract as **Exhibit C**.

U. Concession services shall be provided seven (7) days per week between the hours of 10:00 AM and 7:00 PM, starting on Memorial Day weekend and ending on Labor Day and on weekends during April, May, September and October 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 of adverse weather or other operating conditions, State may permit 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.

EXHIBIT A5 - PROPOSED TRAILER/VESSEL STORAGE DEVELOPMENT SITE

