

REQUEST FOR PROPOSALS
FOR
**Ferryboat Service from Tiburon to Angel
Island**
AT
Angel Island State Park



Opening Date
March 17, 2008

Closing Date
June 17, 2008

STATE OF CALIFORNIA – RESOURCES AGENCY
DEPARTMENT OF PARKS AND RECREATION
CONCESSIONS AND RESERVATIONS DIVISION
1416 NINTH STREET, ROOM 1442-13
SACRAMENTO, CA 95814



NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that the California Department of Parks and Recreation now is accepting proposals for the concession operation described below.

| | |
|-------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Concession Name: | Ferryboat Service from Tiburon to Angel Island |
| Park Unit: | Angel Island State Park |
| Proposal Closing Time & Date: | 2:00 p.m. on June 17, 2008 |
| Proposal Submission Location: | Concessions, Reservations and Fees Division 1416 9 th Street, Room 1442 Sacramento, CA 95814 |
| Concession Type: | Ferryboat Service to Angel Island State Park |
| Contract Term: | Ten (10) Years |
| Minimum Rental Bid: | Guaranteed Annual Rent of Thirty Two Thousand Dollars or 8% of the first \$400,000 of Gross Ferry Receipts plus 30% of all Ferry Receipts in excess of \$400,000, whichever amount is greater |
| Concessionaire Capital Outlay: | Provide all Marine Equipment and Mainland Docking Facilities needed for provision of Ferry Service to Angel Island State Park |
| Maintenance Fund to State: | Any excess above Minimum Rental Bid up to Two Percent (2%) of Gross Receipts |
| Proposal Bond (due at time of proposal submission): | Ten Thousand Dollars (\$10,000) |
| Performance Bond (due at time of Contract execution): | One Year's Guaranteed Rent as Bid |
| Proposer's Minimum Years of Relevant Experience: | 5 Years |
| Optional Pre-Proposal Facilities Tour | March 26, 2008 at 4:00 Tiburon Dock |
| Optional Pre-Proposal Meeting: | March 26, 2008 at 7:00 p.m. Reed Elementary School 1199 Tiburon Blvd. |

For more information or to purchase a copy of the complete RFP for \$50, please contact Teresa Montijo or Diana Salter at (916) 653-7733; or e-mail dsalt@parks.ca.gov.

Original signed by Ruth Coleman 3/14/08
Ruth Coleman, Director

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SECTION 1 - PROJECT SUMMARY

1.1 GOAL & OBJECTIVES

Department Mission

The mission of the California Department of Parks and Recreation is to provide for the health, inspiration, and education of the people of California by helping to preserve the state's extraordinary biological diversity, protecting its most valued natural and cultural resources, and creating opportunities for high-quality outdoor recreation.

Goal and Objective of this Request for Proposals (RFP)

The goal of this Request for Proposals (RFP) is to award a ten (10) year concession contract to a proposer who has access to dock facilities in Tiburon, CA who will operate a ferryboat service to and from Angel Island State Park. The proposer should have the experience, knowledge, enthusiasm, and the resources to successfully provide ferryboat service at reasonable prices by partnering with the California Department of Parks and Recreation in accordance with the following requirements:

- Have access to a dock facility in Tiburon to accommodate a ferryboat operation to transport passengers to Angel Island State Park. The facility shall have a passenger waiting area.
- Provide State use of docking facilities at no cost with a minimum of 60 feet of dock space.
- Have access to two (2) ferryboats, one with a minimum capacity of 400 passengers, and a vessel with a capacity of 120 passengers, for daily transportation of passengers to and from Angel Island.
- Optimize visitor experience and attendance by providing a marketing plan that includes outstanding and friendly service as well as information on Angel Island.
- Provide an area for an audiovisual presentation and space for a storage locker for use by the State.
- Provide reasonable financial compensation to the State of California, Department of Parks and Recreation.

Minimum Proposer Qualifications

The successful proposer must demonstrate the ability to implement a concession program that meets the goals and objectives as cited above and must possess the following qualifications.

- Five (5) years experience within the past ten (10) years as an owner, manager, operator, or managing partner of a ferryboat service.
- Have an acceptable history of compliance with all provisions of the National Labor Relations Act. To this end the successful proposer can have no more than one final, unappealable finding of contempt of court by a federal court issued against proposer

for violation of the National Labor Relations Act within the two-year period immediately preceding the cutoff date for receipt of proposals under this RFP.

1.2 GENERAL INFORMATION

Site Description

Angel Island State Park is in the middle of San Francisco Bay offering spectacular views of the San Francisco skyline, the Marin Headlands and Mount Tamalpais. Angel Island State Park is a 738 acre park and is accessible by boat only. The park includes hiking trails, environmental campsites, and extensive day use facilities for groups and individuals. Due to the proximity to the San Francisco Bay Area, favorable year-round weather conditions, natural ocean-front setting, and historical facilities and features, Angel Island attracts several hundred thousand visitors annually.

Visitors can hike the foot trails and fire roads that circle the island and climb to the 781-foot high summit of Mount Caroline Livermore.

Beaches at Quarry Point and Ayala Cove are both sandy and protected from the afternoon breezes that so often blow in from the ocean through the Golden Gate. Quarry Beach is especially pleasant for sunbathing.

The water at Perles Beach is considerably rougher, and the beach is more exposed to wind and weather. The view, however, is spectacular, and Perles Beach is a delightful place for walking and general beachcombing. There are no lifeguards, and swimming can be hazardous because of the very strong currents that run past the island with each change of tide.

Immigration Station has a museum in the barracks building and includes a recreation of one of the dormitories. The museum is currently closed for construction but is scheduled to reopen in late 2009.

Current Concession Operation

Current Angel Island concession services include the sale of food, beverages (including beer and wine) and sundries at the island café, picnic and event catering, tram tours, interpretive audio tours; and the rental of bicycles, electric personal assistive mobility devices and picnic equipment. The trams run regularly scheduled one-hour tours with an audio program including information on the history of the island.

Private boats can use the boat slips or mooring buoys at Ayala Cove; day and overnight fees are collected. Mooring buoys can be used overnight, but the boat slips - and the island itself - are open for use from 8:00 AM to sunset only. Dock area and finger piers are closed at sunset. After sunset private boats must anchor offshore or on mooring buoys in Ayala Cove.

Passengers served by the Tiburon to Angel Island Ferry gross sales and annual rent generated by the incumbent concessionaire for such service over the last five years as reported by the current concessionaire follow:

| Year | Gross Receipts (rounded) | Annual Rental Payment (rounded) |
|----------------|-----------------------------|------------------------------------|
| 2002/03 | \$462,063 | \$51,067 |
| 2003/04 | \$506,507 | \$51,487 |
| 2004/05 | \$441,999 | \$44,510 |
| 2005/06 | \$422,837 | \$42,524 |
| 2006/07 | \$541,084 | \$55,106 |

NOTE: The proceeding is for general information only; the State does not guarantee its accuracy. It is recommended that proposers personally investigate the premises and park environs.

Historical Significance

The island is also alive with history. Three thousand years ago the island was a site for fishing and hunting for Coastal Miwok Indians. It was later a haven for Spanish explorer Juan de Ayala, a cattle ranch, and a U.S. Army post.

From 1910 to 1940, the island processed thousands of immigrants. During World War II, Japanese, and German POWs were held on the island, which was also used as a jumping-off point for American soldiers returning from the Pacific. In the '50s and '60s, the island was home to a Nike missile base.

Today, there is one active Coast Guard station - at Point Blunt - on the island. Angel Island became a State Park in 1958.

1.3 CONTRACT SUMMARY

It is critical that proposers be familiar with and fully understand all the terms and conditions of the Sample Concession Contract (included herein). Your proposal should be based on the requirements of this contract in its entirety. If a proposer is awarded the contract, the successful proposer has 30 days to review and sign the awarded contract. The successful proposer shall be expected to accept the provisions of the Sample Concession Contract as written. If necessary, minor clarifications, approved by staff counsel, the Department of General Services, and the Attorney General, may be made prior to contract execution. The intent of the contract is to provide the public with high-quality, reasonably priced goods and services in an authentic manner and atmosphere that enhances the visitor's experience and the educational, natural, and cultural resources of the park. The term of the contract is for a period of ten (10) years.

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

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

1. Provide dock facilities to accommodate a ferryboat service in Tiburon. The facilities shall have a passenger waiting area and an area for a bulletin board.
2. Provide State a minimum of 60 feet of dock space and a 6 ft. by 3 ft. by 3 ft. storage container at no cost to State. The boarding dock shall provide an accessible ramp, meeting current local, state, and federal safety standards, from the pier to the dock and from the dock to the vessel.
3. Equip, operate and maintain a ferryboat service to transport State Park passengers to and from Tiburon and Angel Island State Park. A minimum of two ferryboats, one with a minimum capacity for 400 persons and for 120 persons must be available at all times.
4. Ferryboat service shall be provided daily year round unless authorized by the Marin District Superintendent or designee. Services may be suspended on the third Thursday of November, December 25 and January 1.
5. The minimum hours of operations shall be from 7:00 a.m. to 6:00 p.m. or as authorized by the Marin District Superintendent or designee. At a minimum, three (3) round trips from Tiburon are required daily unless otherwise authorized by the District Superintendent or designee.
6. Pay as annual rent the amount presented in the proposal, which, at a minimum, shall be the greater of thirty-two thousand dollars (\$32,000) annually or eight percent (8%) of monthly gross receipts up to four hundred thousand dollars (\$400,000) and thirty percent (30%) of monthly gross receipts over \$400,000, whichever is greater. If the winning proposal exceeds the minimum rent requirements the difference up to 2% will be provided to the State for maintenance of the State's dock facility.
7. Collect Angel Island State Park use fees with its collection of ferryboat fares from all fare paying park visitors. Each visitor shall receive a cash register receipt.

Concessionaire will remit 100% of all day use fees collected with their monthly rental submission as stated above.

8. Provide an Operation Plan and Ferryboat and Mainland Dock Facility Plan, Marketing Plan, and Interpretive Plan as specified in Proposal Instructions that clearly demonstrates the proposer's plan to provide fully accessible services and facilities that comply with ADA guidelines. The plans will become part of the contract subject to State review and approval.
9. Maintain the premises, facilities, Tiburon dock restroom facilities, furnishings, and equipment in good condition in accordance with contract provisions. All ferryboat equipment and furnishings, as required, shall be maintained at Concessionaire's own cost and expense.
10. Provide a continuing Performance Bond in the amount of thirty-two thousand dollars (\$32,000) or one year annual rent, whichever is greater.
11. Pay for all taxes applicable to the operation of the concession, including possessory interest taxes, and all utility services as required by the contract.
12. Provide liability insurance as required by the contract.
13. 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.
14. Comply with the letter and spirit of current and subsequent guidelines or plans, including General Plan amendments or updates, management and interpretive plans, historic structure reports, and others.
15. Demonstrate compliance with labor laws as specified in the RFP.
16. Provide space on the dock and/or ferry boats for an audiovisual presentation.

The successful proposer will not:

1. Provide or sell items or services considered inappropriate, deemed objectionable, or denied by the State.
2. Charge prices in excess of those approved by the State.
3. Promote or participate in activities that are incompatible with the rules, regulations, guidelines, or the mission of the Department.

Note: This contract summary is for general information only. Terms and conditions are set forth in detail in the Sample Concession Contract.

SECTION 2 - THE RFP PROCESS

2.1 PROPOSAL PROCESS

Tentative Proposal Dates

| | |
|------------------------|-----------------------------------------------------------------|
| March 17, 2008 | Opening Date - Publication of the RFP |
| March 26, 2008 | Optional Pre-Proposal Meeting |
| April 8, 2008 | Questions - Last date for proposers to submit written questions |
| April 17, 2008 | Answers - DPR written responses to questions |
| June 17, 2008 | Closing Date - Deadline for proposal submission |
| July-August 2008 | Investigation and evaluation of Proposals |
| September 2008..... | Notification of "Intent to Award Contract" |
| October 2008 | Award, preparation, and execution of contract |
| November 2008..... | Ten year contract begins |

Note: This schedule does not consider unforeseen factors that could impact the timing of the project. It is the intent of the State to keep proposers apprised of changes in the schedule as they occur. Should the award of the contract be protested, additional time will be required to resolve the matter.

Optional Pre-Proposal Meetings

It is strongly recommended that you or your designated representative attend the optional pre-proposal meetings on March 26, 2008.

At 4:00 p.m. potential proposal may meet at the Tiburon dock for a tour of the State dock facilities on Angel Island. The boat will return at 5:00 p.m.

At 7:00 p.m. interested parties may meet at the Reed Elementary School in Tiburon, California. The meeting provides an equitable forum for all proposers to:

- Meet local Department staff;
- Learn about the RFP process, including procedures for questions and answers, proposal submission, and contract award;
- Receive information on the park and facility history and Department plans for the park and the concession;
- Review the RFP document.

RFP Content Questions

Questions regarding this RFP must be submitted in writing and received no later than 5 p.m. on April 8, 2008. To ensure fair competition in which all proposers receive the same information and materials, no telephone or personal inquiries about this RFP will be answered. Questions should be submitted in writing to the Department by mail or fax at the address and phone numbers listed below. A written compilation of all questions and answers, and any RFP addenda, will be sent by first-class mail to all

identified potential proposers. Questions will be answered as clearly and completely as possible without jeopardizing the competitiveness of the proposals. Proposers should send their questions addressed to:

California Department of Parks and Recreation
Concessions, Reservations and Fees Division
1416 Ninth Street, Room 1442-13
Sacramento, CA 95814
Attn: Diana Salter, Concessions Specialist
Fax: (916) 657-1856

DPR intends to respond to all questions as clearly and completely as possible without jeopardizing the competitiveness of the proposals. DPR reserves the right to discuss and/or clarify questions with prospective proposers. It is anticipated that a written compilation of all of the questions received, DPR responses and any RFP Addenda and/or Errata will be sent to prospective proposers by email or FAX as provided by each prospective proposer and also by first-class mail by April 17, 2008.

Proposal Bond

Proposals must be accompanied by a Proposal Bond or cashier's check payable to the State of California, Department of Parks and Recreation, in the amount of **Ten Thousand Dollars (\$10,000)**. By submitting a proposal bond the proposer agrees that the bond or cashier's check may be cashed and retained by the State upon proposer's failure to execute the contract once awarded and/or proposer's failure to comply with the start-up terms of the contract once awarded. Further, by submitting a proposal, proposer agrees that the State will suffer costs and damages not contemplated otherwise should proposer be awarded the contract but fail to execute and proceed with the contract, the exact amount of which will be difficult to ascertain. Accordingly, it is agreed that such retained sums shall not be deemed a penalty, but, in lieu of actual damages, shall represent a fair and reasonable estimate of damages to the State for failure of the proposer to execute and proceed with the contract upon notification of award by the State. Bonds will be returned to all proposers once a contract is fully executed.

Proposal Submission

Your proposal, including the Proposal Bond, must be received by 2:00 p.m. on June 17, 2008 at:

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

Proposal Format & Content

The proposal package must be sealed and clearly marked on the outside with "Concession Proposal for Angel Island State Ferryboat Service". Please submit an original plus five (5) copies of your proposal in 8.5" x 11" three-ring binders. All material should be presented in an 8.5" x 11" portrait format with tabs for each section. Larger formatted graphic exhibits are acceptable if folded to fit within the 8.5" x 11" three-ring binder.

Confidentiality of Proposals

All proposals submitted in response to an RFP become the property of the State and are subject to the requirements of the California Public Records Act (California Government Code Section 6250 et seq.). The proposer must identify in writing all copyrighted material, trade secrets, or other proprietary information the proposer claims are exempt from disclosure under the Public Records Act. Proposers claiming exemption must include the following statement in their proposal:

The proposer agrees to indemnify and hold harmless the State, its officers, employees, and agents from any claims, liability, or damages against the State, and to defend any action brought against the State for Proposer's refusal to disclose such material, trade secrets, or other proprietary information to any party.

Failure of a proposer to include this statement and/or identify in writing the claimed exempt material shall be deemed a waiver of any exemption from disclosure under the Public Records Act. Requests to review proposal submissions will not be allowed until after an "Intent to Award Contract" notice is published by the State.

Withdrawal of Proposals

Proposals may be withdrawn at any time prior to the proposal closing date and time provided that a written request executed by the proposer or his/her duly authorized representative for the withdrawal of such proposal is filed with the Department. The withdrawal of a proposal shall not prejudice the right of a proposer to file a new proposal prior to the proposal closing date and time. However, once the proposal closing date and time has past, proposals shall be irrevocable.

2.2 EVALUATION PROCESS

Verification of Proposal Information

The State will obtain credit reports and verify tax form information to further establish the qualifications of any proposer. All proposers may be subject to a personal interview and inspection of his/her business premises prior to award. Proposers should notify bank and business references in writing that a representative from the State will be contacting them concerning the financial and credit information furnished to the Department with the proposal.

State's Right to Reject Proposals, Waive Defects and Requirements

The State reserves the right to accept or reject any or all proposals, and waive any or all immaterial defects, irregularities, or requirements in the RFP for the benefit of the State, so long as such waiver does not give any proposer a material advantage over other proposers. A proposer shall not be relieved of his/her proposal nor shall any change be made in his/her proposal due to a proposer error.

Supplemental Information

At its sole discretion, the State reserves the right, but does not have the obligation, to seek supplementary information or clarification from any proposer at any time between

the dates of proposal submission/acceptance and the contract award. The State may obtain credit reports and/or make background inquiries to further establish the qualifications of any proposer. Any proposer may be subject to personal interview and inspection of his/her business premises prior to award. Any proposer may be required to appear before the Concession Contract Award Board.

Proposal Evaluation

All proposals received shall be evaluated for form and content in accordance with the requirements of this RFP. The Contract Award Board will evaluate and score each eligible proposal pursuant to the point system and selection criteria as described in the Proposal Instructions and Proposal Evaluation Form. **Proposals not containing all of the items in the Concession Proposal form (DPR 398) may be rejected.**

Contract Award Board

Concession Contract Award Boards are appointed by the Director of the Department, or his or her representative, and convened to review, evaluate, and rate each proposal received and make a recommendation to the Director regarding the selection of the "Best Responsible Proposer". The Award Board for this contract may include park staff with related expertise, such as Field Division Chief, Deputy Director, Park Design and Construction staff, or District Superintendent, and representatives from other public agencies and the private sector.

Contract Award

If an award is made, the award for a concession contract will be to the "Best Responsible Proposer" in accordance with Section 5080.23 of the Public Resources Code. The "Best Responsible Proposer" will be the bidder whose proposal passes each of the required elements and receives the highest total score as determined by the Contract Award Board and approved by the Director. Execution of the awarded concession contract is subject to approval by controlling agencies of the State, which include the Department of General Services and the Attorney General, and will not be binding on the State or the successful proposer until such approval is obtained.

Protest of Award

Based on Title 14, California Code of Regulations, Chapter 3, Section 4400 and Department policy, other than a contract negotiated under Section 5080.16 of the Public Resources Code, when a concession in excess of two years is proposed to be let at public bid (or RFP), any proposer protesting or objecting to the same, or desiring to protest or object, may file within ten days of the awarding of the contract (publication of the "Notice of Intent to Award") with the Director of the Department his/her verified petition, setting forth his/her objections, the reasons therefore, and points and authorities in support thereof. Failure to file a verified petition within the ten-day period shall constitute a waiver of the right to protest. Protests must be sent to:

Director
California Department of Parks and Recreation
P O Box 942896
Sacramento, California 94296-0001
Fax: 916-657-3903

A copy of such petition also must be served upon the Attorney General within such ten-day period by the protesting entity. Serve the Attorney General at:

California Department of Justice
Office of the Attorney General
Natural Resources Law Section
1300 I Street, 11th Floor
Sacramento, California 95814
Fax: 916-327-2319

At the time of filing said petition, the protestor may demand in writing a hearing thereon. If a hearing is so demanded, or if the Director on his/her own motion orders a hearing, proceedings shall be taken under the Administrative Procedure Act, and the said petition shall be treated as a statement of issues. Any recommendation or proposed decision of the hearing officer shall be submitted to the Director for approval, adoption, modification, disapproval, or other interlocutory or final action thereon by the Director. If a hearing is not so demanded or ordered, the action of the Director on said petition shall be final.

2.3 CONTRACT EXECUTION

Preparation of Contract

Subsequent to the award of a contract, if an award is made, the State will prepare a final contract for execution. The contract will contain "exhibits" developed from the selected proposal including the proposal's Operation, Facility, and Interpretation Plans, as required. Minor changes or modifications to the contract, proposal plans, and contract exhibits may be made prior to execution based on agreement between the State and concessionaire. However, no material change to the contract or its exhibits as presented in the RFP and in the selected proposal may be made.

Performance Bond and Insurance

The successful proposer will be required to submit a Performance Bond and evidence of insurance required under the contract. Failure to submit the bond and/or insurance verification within the time limit presented may be treated as a refusal to execute, if the State so elects. The State may take the Proposer Bond and select the next Best Responsible Proposal.

Failure to Sign/Deliver Contract

A failure of the successful proposer to sign and deliver the contract within thirty (30) days of receipt may be treated as a refusal to execute, if the State so elects. The State may retain the Proposer Bond and select the next Best Responsible Proposal.

SECTION 3 - THE PROPOSAL

3.1 INSTRUCTIONS FOR THE CONCESSION PROPOSAL

A completed Concession Proposal form (also known as DPR 398) and a Proposal Bond will constitute your proposal. You must complete all sections, respond to all questions, and fill in all blanks of the form. Inapplicable questions or blanks must be marked "N/A" or "Not Applicable". Failure to properly complete the form may disqualify your proposal.

The proposal must be clear, unambiguous, and unconditional. It should clearly commit you to entering into a contract with the State to provide the services and other concession improvements as required by this RFP and offered in the proposal.

The submission of a proposal shall be deemed evidence that you are fully aware of the responsibilities of being a concessionaire and have carefully examined State laws relating to California State Park concessions; possessory interest tax as related to concessions; the site(s) selected for said concession; obligations and responsibilities related to local control agencies and permitting requirements; and the proposal instructions, proposal form, and the sample concession contract included herein.

I. PROPOSER INFORMATION

A. Proposer Identification

Incumbent Factor

The incumbent concessionaire is defined as the individual, partnership, or corporation that currently operates the concession advertised in this RFP. Such concession operation must be at the same site, comprise the same type of operation(s), and provide substantially the same types of products and services as those specified in the RFP. Incumbent proposals are awarded points based on annual Performance Evaluations (DPR 531) performed by the State. Poor Performance Evaluations may result in negative point scores.

Small Business Status

Preference will be granted to proposers properly certified as Small Businesses as defined in Title 2, Section 1896, et seq., California Code of Regulations. If you want to claim this preference, include a copy of the Small Business Certification with your proposal. Omission of the Certificate or Office of Small Business (OSB) identification number may delay awarding of preference points. A complete and certifiable application must be on file with the OSB by 5:00 p.m. on the proposal closing day. To ensure a certifiable document, applications should be submitted well before the proposal closing day. It is the proposer's responsibility to contact OSB to verify the completeness of the application. Incomplete documents are not certifiable. You may obtain an application for Small Business Certification from:

Office of Small Business and DVBE Certification
707 Third Street, 1st Floor, Room 400
West Sacramento, CA 95605
(800) 559-5529 or (916) 375-4940
FAX (916) 374-4950

Certification will verify that the business is independently owned and operated; not dominant in its field of operation; has its principal office located in California; has officers domiciled in California; and together with affiliates is either a service, construction, or non-manufacturer with 100 or fewer employees and average annual gross receipts of ten million dollars (\$10,000,000) or less over the previous three (3) years, or a manufacturer with 100 or fewer employees.

B. Business Information

Select the type of business that describes the proposing entity (Sole Proprietorship, Partnership, Joint Venture, or Corporation) and provide the requested information. The type of business must be established prior to submitting a proposal and must not be a condition of receiving the contract. Limited Liability Companies (LLC) must include a copy of their Articles of Organization with the California Secretary of State seal (LLC-1 or LLC-5) and the Statement of Information (LLC-12) to identify the managing member or members of the Organization.

C. Individual Information

Each individual, partner, member of joint ventures, officer of corporations, concession manager, and holders of 25% or more of the company's shares (as applicable) must complete a copy of the Individual Information form AND complete and sign the Authorization to Release Information in Section IV.

Experience

Provide a narrative describing in detail the duration, extent, and quality of your education and business experience with special emphasis on your experience related to the subject concession. Be specific with respect to the type and dates of experience, your role in the management and specific duties, type and size of operation, quality of operation, public agency involvement, contractual relationships, and other factors that demonstrate your ability to successfully operate the proposed concession. Be sure to demonstrate how you meet the required proposer qualifications, if applicable. Attach additional information as needed.

For the purposes of this RFP, proposers must have a minimum of five (5) years experience owning, managing, or operating a business of similar size, type, and scope as the concession operations set forth and envisioned by this RFP. The proposer will be rated according to the years of relevant experience as verified by references. In addition, points are awarded for experience contracting with public agencies.

D. Statement of Financial Capability

Proposers must present evidence satisfactory to the State demonstrating their ability to finance, construct, operate, and maintain the concession facilities as proposed. For the purposes of this RFP, proposers must have the ability to unconditionally access a minimum of Capital Outlay. Your statement of financial capability must include the source of funding and detailed information including:

Source of funding and cost of concession development: Identify and describe the specific source of funding that your business will use to undertake the project as you have proposed. If funds are to be used from outside sources (i.e., parent company, third party, LLC partners, etc.), provide documentation, such as a recent bank statement, balance sheet, income statement, and/or other supporting documents, to demonstrate these funds are available and unconditionally committed to this concession project. In addition, if funds are to be borrowed to finance any portion of the total investment, you must provide loan commitment documentation such as a letter-of-intent from the individual, bank, or other lending entity indicating the minimum amount to be loaned and any applicable percentage rate. The loan commitment may contain the

qualification that the loan will be consummated only upon award of an agreement with the State; otherwise the commitment must be irrevocable and unconditional.

Business Financial Statement: Use the Business Financial Statement to describe the current and true condition of your business' assets, liabilities, and net worth. Round figures to the nearest dollar. If your business is a partnership or joint venture, each general partner or joint venturer must individually submit a Business Financial Statement. You may provide copies of forms filed with the Internal Revenue Service, where applicable.

E. Credit Worthiness

Proposers must present evidence of credit worthiness. At a minimum, evidence shall include a credit report issued by a nationally recognized credit bureau within 60 days of the proposal due date. Any derogatory information listed on said reports must be explained.

F. References

Financial, client, and vendor references are used to confirm information provided by proposers and to evaluate the proposer's quality of experience and past performance. Please submit one reference for each reference type required below. However, to adequately substantiate the claims you have made in your proposal, you are encouraged to provide three references that are familiar with you and your business. Proposers should notify their references in writing that a representative from the State will be contacting them.

For the purposes of this RFP, please provide the references from the following sources:

- Financial References: Include your bank or savings and loan institution.
- Client or Business References: Name clients or other persons that most accurately reflect your performance and ability to fulfill contract obligations with other entities for the provision of goods and services.
- Vendor References: Please provide vendor references if you are a pre-existing business currently utilizing vendors.

II. PROPOSAL INFORMATION

Provide an Operation, Facility, and Interpretive Plan (as required) that addresses each of the checked elements in the Concession Proposal form (DPR 398). For your information, each element of the Concession Proposal is described below. You may submit additional information to fully describe and enhance your proposal.

A. Operation Plan

As a condition of the contract award, the successful proposer may be required to revise or further develop the Operation Plan to the satisfaction of the State and prior to the execution of the contract. If and when it is accepted, the final plan will be incorporated as an exhibit to the contract and become an obligation of the concessionaire. In addition to the Operations Plan, the successful proposer also must adhere to the operational requirements as described in the contract. Your Operation Plan should address each of the following elements:

Vision/Mission Statement

Your Vision/Mission Statement should capture both the State's and your own goals and objectives for the concession business and provide a clear philosophy to guide you.

Organizational Structure

Provide an organization chart and staffing plan that can guide the operation and ongoing management of your concession business. Your plan should identify and define all job classifications to be used and the required job skills and qualifications. At a minimum, staffing must identify a State liaison who will be accessible and responsive to State inquiries and requests to meet. Describe the assignments, duties, and schedules for each staffing level considering contract requirements, the proposed hours of operation (see Sample Concession Contract), and any unique seasonal and peak use circumstances.

Transition/Business Start-Up

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

Customer Service

Demonstrate your ability and clear commitment to successfully implement an effective customer service program. Your plan should include, but is not limited to, previously established and effective customer service program models, adequate employee staffing and management oversight, hours of operation equal to or greater than required by this RFP, and a customer satisfaction feedback survey program.

Employee Staffing and Training

Your employee policies and training program should include, but are not limited to, personnel policies; hiring practices with consideration for local recruitment interests; health, safety, and grievance policies and procedures; uniform policies and requirements; business orientation; job training; and park orientation training. Such programs must provide sufficient staffing with the skills, capabilities, and training to ensure the provision of uninterrupted, high-quality services to all park visitors. The orientation shall be sufficient to permit concession employees to reply adequately to inquiries from the visiting public and to help them understand the historic period. Training also shall include job or task-specific training necessary to ensure high-quality job performance in a manner consistent with the protection of the State Park System and its visitors.

Marketing and Advertising

Your marketing plan should include, but is not limited to, proposed approaches, methodologies, media, advertising materials, schedules, and budget allocations. Plan should incorporate collaborative efforts with other concessionaires and park partners per Sample Contract Paragraph 29.

Community Involvement

Provide a plan for and commitment to creating added value and benefits to the surrounding community and park visitors. This plan may include special events, educational programs, and community service activities. In addition, you should identify

the special skills, knowledge, and resources needed and available to implement your plan.

Products, Merchandise, and Services

Provide a detailed description of the proposed menu and other products, merchandise, and services to be provided by the concession operation. Food and other sales items must be high quality and the selection varied. The products and services offered should meet or exceed the needs of the park users, and be compatible with and complimentary to the mission of the park.

Prices and Pricing Policies

Provide a price schedule for a representative sample of the products and services proposed. Your plan must include a definitive description and explanation of the policies to be used to establish prices for food, beverages, products, and services. The plan shall include provision for special discounts for families and large groups. The policies shall clearly demonstrate the relationship of pricing to product quality and portions. Implementation of these policies must provide park visitors with quality products and/or services at reasonable prices considering the competition of comparable markets for similar products and services.

Conservation and Recycling

Outline your approach to solid waste management, including reduction, re-use, and recycling, use of post-consumer recycled products, water and energy conservation, pest management, hazardous materials handling, air quality, and other applicable facets of resource conservation and environmental protection that are applicable to the concession operation. Your plan should clearly commit you to a program that will minimize negative impacts on the environment and encourage park visitors to do the same. Additional points will be granted to those proposals that include clearly-defined clean emissions efforts within this section.

Accessibility

Provide a plan for and commitment to ensuring disabled visitors will have access to all of the services provided through the concession operation in accordance with the American's with Disabilities Act of 1990, the Rehabilitation Act of 1973, and California Government Code Sections 4450 et. seq. and 7250.

B. Ferryboat and Mainland Dock Facility Plan

After the State's review and approval, the Ferryboat and Mainland Dock Facility Plan from the successful proposal shall be included as an exhibit to the contract. The Ferryboat and Mainland Dock Facility Plan shall include, but not be limited to:

- Proof of ownership or long-term lease agreement of dock facility.
- A detailed description, location, dimension and layout of the proposed dock facility, including accessible elements.
- A detailed description, size, capacity, amenities of the ferryboat, including accessible elements.
- An estimate of the cost to plan, design, construct, equip and furnish the concession mainland dock facility and ferryboat, including accessible elements

The proposer may include in their proposed Ferryboat and Mainland Dock Facility Plan, additional improvement elements beyond the State's minimum Ferryboat and Mainland Dock Facility Plan" as outlined in this section of the RFP. More points will be awarded to creative proposals on the basis by which they exceed the minimum specifications through the presentation of added enhancements that further the intent of this RFP and serve to benefit the public and the State. Examples include, but are not limited to, exceptional use of space, drawings and specifications in an organized fashion, description of standards, craftsmanship and materials in detail, use of appropriate products and/or materials, landscape, building and equipment enhancements appropriate to the Park's architecture and history. All additional improvement elements added by the proposer must be consistent with the Park's General Plan, Mission and Objectives for this project and shall comply with Paragraph 11 of the contract. The State shall be the sole judge as to the acceptability and value given for such proposed enhanced improvements.

The Ferryboat and Mainland Dock Facility Plan is an important part of the RFP response and will become a critical part of the contract when executed. The State reserves the right to negotiate with the successful proposer the inclusion or exclusion of any item or items in the Ferryboat and Mainland Dock Facility Plan which the State determines does not meet the intent of the Request for Proposal or the mission of California State Parks. As a condition of the contract award, and prior to the execution of the contract, the successful proposer may be required to revise and/or further develop the Ferryboat and Mainland Dock Facility Plan to the satisfaction of the State. The final plan, when accepted, shall be incorporated as EXHIBIT "H" of the contract and become an obligation of the Concessionaire thereunder.

For specific information regarding Facility Accessibility Requirements at State Parks, refer to: All Visitors Welcome: Accessibility in State Park Interpretive Programs and Facilities and to the CSP Accessibility Guidelines.

Equipment and Furnishings

Describe in detail the proposer's plan for the ferryboat(s) to be used and describe the location and physical attributes of the mainland docking facilities. Implementation of proposer's plan should provide high quality concession facilities that are consistent with and will enhance park values, visitor services, and visitor experiences at the park.

Capital Improvement

Describe your plans for capital improvements incremental to those required by the RFP. Include the resumes of the proposed architects and contractors to be used and descriptions and/or schematic drawings of the work to be accomplished and items to be installed. You may submit lists, drawings, pictures, and diagrams to illustrate and clarify your plans.

Maintenance and Housekeeping

Provide a comprehensive plan to maintain the concession facilities in safe, sanitary and high quality condition throughout the term of the contract as defined in Sample Contract Paragraph 21. The maintenance plan criteria include budget allocations, staff skills and qualifications, staffing patterns, and housekeeping and maintenance schedules. For the

purposes of this RFP, proposers are required to pay any excess above the Minimum Rental Bid up to 2% of their monthly gross receipts for State dock maintenance.

Implementation

Describe your plan, method, and commitment to meeting the Facility Plan. Specify the timeline for completion of any capital improvements and installation of said décor and equipment prior to the commencement of operations.

Cost Estimates

Provide a cost breakdown for the Furnishings Plan and/or Capital Improvement Plan.

C. Interpretive Plan

The Interpretive Plan is an important element of a concession and, consequently, can be influential in the selection of the successful proposal. The Interpretive Plan from the successful proposal, after the State's review and approval, shall be included as an exhibit to the contract. The State reserves the right to include or exclude any item or items in the Interpretive Plan that the State determines do not meet the intent of the RFP or the mission of the Department. At a minimum, the concessionaire shall provide an area on the dock facilities or vessels to accommodate an Angel Island promotional, interpretive audio-visual presentation. The successful proposer will be required to implement their Interpretive Plan.

Business' Interpretive Theme

Describe the interpretive theme of your business.

Diversity

Describe your plan to incorporate interpretive themes reflective of multi-ethnic, multi-generational visitors, and visitors with disabilities on your dock or vessels.

Business' Ambiance

Describe your plan to develop and implement park ambiance including such things as signs, wall treatment, audio/visual demonstrations and advertising on your dock or vessels.

Primary Education

Describe your plan to enhance the educational experience for school-age (K-8) children in transit to Angel Island SP.

D. Rental Offer

The concessionaire will be required to pay as monthly rent a guaranteed amount (Rental Guarantee) or a Percentage of Gross Sales, whichever is greater. Proposers shall bid one or both the Rental Guarantee and/or the Percentage of Gross Sales as specified in the Concession Proposal form (DPR 398). For the purposes of this RFP, the Rental Guarantee must be at least 8% of monthly gross receipts up to \$400,000 and 30% of gross receipts over \$400,000 or \$32,000 minimum annual rent, whichever is greater, plus any excess above Minimum Rental Bid up to two percent (2%) of monthly gross receipts for State dock maintenance.

E. Concession Feasibility

Document your ability to successfully initiate the proposed concession in a financially responsible manner, in accordance with the terms and conditions of the sample contract and your Operation, Ferryboat and Mainland Dock Facilities, and Interpretive Plans (as applicable). This information must substantiate your ability to: develop, furnish, equip, operate and maintain the concession in a high-quality manner; provide the public with quality products and services at reasonable and competitive prices; pay the State the rental offered; and provide a reasonable return on your investment. You may provide information in addition to that required in the Concession Proposal form (DPR 398), but do not alter the format in any way. You must respond to each item in the order listed with the information requested or N/A.

III. PROPOSAL SUMMARY

The Proposal Summary should summarize your relevant experience, knowledge, and expertise, and your Operation, Facility, and Interpretive Plans (as applicable) in 250 words or less.

IV. CERTIFICATION OF PROPOSER INFORMATION

A. Labor Law Compliance Certification

A request may be made to the National Labor Relations Board for information regarding Administrative Hearing decisions against each proposer. You must have no more than one final, unappealable finding of contempt of court by a federal court issued for violation of the National Labor Relations Act within the two-year period immediately preceding the closing date of this RFP or your proposal will be disqualified.

B. Proposer Certification

A completed certification is required with your proposal or it will be disqualified.

C. Authorization to Release Information

A signed authorization for each individual, partner, member of joint ventures, officer of corporations, Concession Manager, and holders of 25% or more of the company's shares (as applicable) must be included or the proposal will be disqualified.

V. PRIVACY NOTICE

This section provides notice to proposers. No action by proposers is necessary.

3.2 PROPOSAL EVALUATION CRITERIA

Incumbent Preference

5 Points

Incumbent proposals are awarded points based on annual Performance Evaluations (See DPR 531 in the Sample Concession Contract) performed by the State as follows:

| Overall Rating of Evaluation | Number of Years Rating Was Received | Points Awarded |
|-------------------------------------------------------------|-------------------------------------|----------------|
| “Excellent” | 3 out of last 3 years | 5 points |
| “Excellent” with no “needs improvement” or “unsatisfactory” | 2 out of last 3 years | 3 points |
| “Excellent” with no “needs improvement” or “unsatisfactory” | 1 out of last 3 years | 2 points |
| Satisfactory | 3 out of last 3 years | 1 point |
| “needs improvement” or “unsatisfactory” | 1 out of last 3 years | - 1 point |
| “needs improvement” or “unsatisfactory” | 2 out of last 3 years | - 3 points |
| “needs improvement” or “unsatisfactory” | 3 out of last 3 years | - 5 points |

Small Business Preference

5 Points

Five points will be awarded to those proposers who have a complete and certifiable application on file with the Office of Small Business Certification.

Experience

10 Points

For the purposes of this RFP, proposers must have a minimum of five (5) years experience owning, managing, or operating a business of similar size, type, and scope as the concession operations set forth and envisioned by this RFP. The proposer will be rated according to the years of relevant experience as verified by references and the quality of experience as it relates to the business described in this RFP. In addition, points are awarded for experience contracting with public agencies.

Operation Plan

25 Points

Points will be awarded based upon the degree to which the proposal addresses each of the required elements of the Operations Plan (as identified in the DPR 398, Concession Proposal) and demonstrates an understanding of and commitment to achieving the objectives of this RFP. In addition, points will be awarded based upon the proposer’s demonstrated ability to implement the components of the plan. More points will be awarded to proposals that provide high-quality goods and services that are consistent with the intent of the RFP and the mission of the park.

Ferryboat and Mainland Dock Facility Plan

20 Points

Points will be awarded based upon the degree to which the proposal addresses each of the required elements of the Facility Plan (as identified in the DPR 398, Concession

Proposal) and meets and exceeds the objectives of this RFP. More points will be awarded to proposals that provide high-quality and fully accessible facilities.

Interpretive Plan

5 Points

Points will be awarded based upon the degree to which the proposal demonstrates an understanding of the park’s interpretive programs and contributes to the overall interpretive messages of the park. More points will be awarded to proposals that integrate the park’s interpretive theme into the daily operation of the concession.

Rental Offer

30 Points

For the purpose of assigning points in the Proposal Evaluation, the highest acceptable* rental offer for each category of rent required (Percentages of monthly Gross Sales) will be assigned the maximum points available for that category. Each lower rental offer will be assigned points in relation to the highest rental offer as follows:

Rental Guarantee (Minimum bid is *GuaranteedRent*)
$$\frac{(\text{Bid Amount}) \text{ minus } (\text{GuaranteedRent})}{(\text{Highest Bid Amount}) \text{ minus } (\text{GuaranteedRent})} \times \text{xx points} = \underline{\hspace{2cm}}$$
points

Percentage of Gross Sales (Minimum bid is *PercentageRent1*)
$$\frac{(\text{Bid Amount})}{(\text{Highest Bid Amount})} \times \text{xx points} = \underline{\hspace{2cm}}$$
points

*Note: the highest bids received may not be considered acceptable. Proposers may be required to prove to the satisfaction of the State their ability to operate a successful business under their rental offer. Failure to prove this ability will be cause to disqualify the proposal. In this case, the second highest acceptable bid would be used to calculate points awarded.

Concession Feasibility

Pass/Fail

Proposals will receive a pass or fail based on documentation of your ability successfully initiate the proposed concession in a financially responsible manner. Fiscal documentation that will be considered in awarding points includes a financial pro forma; statement of assets and liabilities; business, vendor, bank, and/or financial references; and similar documents

3.3 PROPOSAL EVALUATION SHEET

LEVEL I COMPLIANCE WITH RFP REQUIREMENTS

PROPOSER QUESTIONNAIRE

- I. PROPOSER INFORMATION
 - A. Proposer Identification _____ (pass/disqualify)
 - B. Business Information _____ (pass/disqualify)
 - C. Individual Information _____ (pass/disqualify)
 - D. Statement of Financial Capability _____ (pass/disqualify)
 - E. Credit Worthiness _____ (pass/disqualify)
 - F. Financial/Business/Vendor References _____ (pass/disqualify)
- II. PROPOSAL INFORMATION
 - A. Operation Plan _____ (pass/disqualify)
 - B. Ferryboat and Mainland Dock Facility Plan _____ (pass/disqualify)
 - C. Interpretive Plan _____ (pass/disqualify)
 - D. Rental Offer _____ (pass/disqualify)
 - E. Concession Feasibility _____ (pass/disqualify)
- III. PROPOSAL SUMMARY _____ (pass/disqualify)
- IV. CERTIFICATION AND AUTHORIZATION
 - A. Labor Law Compliance Certification _____ (pass/disqualify)
 - B. Proposer Certification _____ (pass/disqualify)
 - C. Authorization to Release Information _____ (pass/disqualify)
- PROPOSER BOND** _____ (pass/disqualify)

Proposer must pass LEVEL I to qualify for further consideration.

LEVEL II RENT PROPOSED/CREDIT WORTHINESS & ABILITY TO FINANCE

- A. Rent Proposed Met/Exceeded Minimum Requirement _____ (pass/disqualified)
- B. Ability to Finance _____ (pass/disqualified)
- C. Credit Worthiness _____ (pass/disqualified)
- D. Compliance with National Labor Relations Act _____ (pass/disqualified)

Proposer must pass LEVEL II to qualify for further consideration.

LEVEL III PROPOSAL EVALUATION

- A. Proposer Information
 - Incumbent Preference _____ / 5 Points
 - Small Business Preference _____ / 5 Points
 - Experience _____ /10 Points

- B. Proposal Information
 - Operation Plan _____ /25 Points
 - Ferryboat and Mainland Dock Facility Plan _____ /20 Points
 - Interpretive Plan _____ / 5 Points
 - Rental Offer _____ /30 Points

GRAND TOTAL _____/100 **Points**

Comments:

Board Member: _____ Date: _____

3.4 CONCESSION PROPOSAL , DPR 398

If you downloaded this document from the DPR Concessions Website, you must send an e-mail or telephone request with your name and address to obtain this Section of RFP.

Please contact Diana Salter or Teresa Montijo at (916) 653-7733 or by e-mail dsalt@parks.ca.gov to request Section 3.4. Thank You.

3.5 SAMPLE CONCESSION CONTRACT

CONCESSION CONTRACT

FOR

FERRYBOAT SERVICE FROM TIBURON

AT

Angel Island State Park

STATE OF CALIFORNIA – RESOURCES AGENCY

DEPARTMENT OF PARKS AND RECREATION

CONCESSIONS DIVISION

1416 NINTH STREET, 14TH FLOOR

SACRAMENTO, CA 95814



Tiburon Ferryboat
CONCESSION CONTRACT
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EXHIBITS

- EXHIBIT "A" Site Maps
- EXHIBIT "B" Consumer Price Index Adjustment Formula
- EXHIBIT "C" Concessionaire's Monthly Report of Operation (DPR 54)
- EXHIBIT "D" Concessionaire's Financial Statement (DPR 86)
- EXHIBIT "E" Concession Performance Evaluation/Rating (DPR 531)
- EXHIBIT "F" Drug-Free Workplace Certification (STD. 21)
- EXHIBIT "G" Operation Plan (*Attached after approval by State*)
- EXHIBIT "H" Ferryboat and Mainland Dock Facility Plan (*Attached after approval by state*)
- EXHIBIT "I" Interpretive Plan (*Attached after approval by State*)

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

CONCESSION CONTRACT

Tiburon Ferryboat Operation
at
Angel Island State Park

THIS CONTRACT is made and entered into by and between the STATE OF CALIFORNIA, acting through its Department of Parks and Recreation, hereinafter referred to as "State", and **(Concessionaire Name)** of **(City, State)** hereinafter referred to as "Concessionaire";

RECITALS

WHEREAS, California Public Resources Code Section 5080.03 et seq. authorizes the Department of Parks and Recreation to enter into concession contracts for the operation of state park system lands and facilities and;

WHEREAS, it is appropriate that the following contract be entered into for the safety and convenience of the general public in the use and enjoyment of, and the overall enhancement of recreational and educational experience at units of the state park system;

**NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN
THE PARTIES 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 ferryboat concession operation from Tiburon to Angel Island State Park at the location(s) as set forth in **Exhibit "A"**, attached hereto and made a part of this Contract (the "Premises").

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.

2. CONDITION OF PREMISES

Concessionaire agrees to accept Premises in their present existing condition, "AS IS", and that the State shall not be obligated to make any alterations, additions, or betterments to the Premises except as otherwise provided for in this Contract.

3. TERM

The term of this Contract shall be for a period of Ten (10) years, commencing on the first day of the month following approval by the Department of General Services. However, this Contract shall not be effective until any required approvals are provided by State, the Office of the Attorney General and the Department of General Services, as shown below. Should Concessionaire hold-over after the expiration of the term of this Contract with the express or implied consent of the State, such holding-over shall be deemed to be a tenancy from month-to-month at the herein stated prescribed rent as set forth in this Contract, with continuous Consumer Price Index adjustment, as defined below, subject otherwise to all the terms and conditions of this Contract.

For purposes of this Contract, the term "Contract Year" shall mean each one-year period of time that commences on the commencement date identified above,

extending twelve (12) months there from, and continuing from each anniversary throughout the term of the Contract.

4. PARK USE FEES

The Concessionaire shall collect the Angel Island State Park use fees with its collection of ferryboat fares from all fare paying park visitors. Each visitor who is charged the park use fee shall receive a sales receipt. All use fee sales shall be tracked in accordance with Paragraph 13 of this Contract. The State reserves the right to change the use fee upon thirty (30) day written notice to Concessionaire. Concessionaire shall have the right to contest said park fee changes within the 30-day notice period.

Notwithstanding the preceding paragraph, park personnel and their families, residents, and active docents, volunteers, State-approved contractors and other concession employees working on Angel Island shall be excluded from said park use fee as well as ferryboat fares while traveling in the course of their residency, employment or public service. From time to time other special groups or individuals may receive a Department exception from the park use fee. Non-paid transportation may not displace a paying visitor.

5. BAGGAGE AND BICYCLE FEES

Baggage and bicycle fees charged to passengers by Concessionaire shall be included as monthly gross receipts for the purposes of rent calculations. The current fee is \$1.00 per bicycle and modification of this fee shall not be implemented without the prior written approval of the State and the PUC. The bicycle fee shall never exceed \$1.50 a bicycle, per round trip, during the term of this Contract. Said fees shall be itemized separately on Concessionaire's monthly statement to the State.

6. RENTAL

Concessionaire shall pay, without offset, deduction, prior notice, or demand, as "Minimum Annual Rent" the sum of (amount as bid) or the following percentage(s) of annual gross receipts, whichever sum is greater:

(per proposal)% of monthly gross receipts or (per proposal) annually

Beginning with Contract Year Five (5), the \$_____, "Minimum Annual Rent" shall be adjusted to reflect increases in the Consumer Price Index (CPI). Such CPI adjustments shall be made every five (5) years thereafter in accordance with the procedure set forth in **Exhibit "B"**, attached hereto and made a part of this Contract.

Concessionaire shall make payment of Rent and other payments to State in lawful money of the United States. However, if any payment made by a check, draft, or money order is returned to State due to insufficient funds or otherwise, State shall have the right, at any time after the return, upon written notice to Concessionaire, to require Concessionaire to make all subsequent payments in cash or by cashier's or certified check.

Beginning with the fifteenth (15th) day of the month following the commencement of the Contract as set forth in Paragraph "3", and on or before the fifteenth (15th) day of each month thereafter, Concessionaire shall furnish to State a verified statement of the concession's gross receipts for the preceding month. Such statement shall be in a format provided by State, equal or similar to **Exhibit "C"** attached hereto and made part of this Contract, and such statement shall specify the current period and cumulative total of gross receipts for the concession through the end of the preceding month for the then current Contract Year. Park Use Fee Sales shall be reported separate from the Gross Receipts on the monthly statement. Concurrent with such monthly statement, the Concessionaire shall pay to State the appropriate rental fee for the preceding calendar month as prescribed above. Payments to State shall be made to the order of the Department of Parks and Recreation and mailed to the Angel Island Sector Office, P.O. Box 318, Tiburon CA. 94920 as identified herein below or at such other location as may from time to time be designated by State. If, at the end of the Contract Year, the total of monthly percentage rental payments made (or due) during that Contract Year is less than the Minimum Annual Rent required for that Contract Year, the difference shall be remitted to State with the last monthly sales statement for the Contract Year. Payments must be received by State on or before the fifteenth (15th) day of the month as

described above. Any late payment shall constitute a breach of Contract, giving rise to State's remedies as set forth below. Further, any late payment, regardless of the fact that the fifteenth (15th) falls on a Saturday, Sunday, or holiday, will be subject to a late penalty consisting of an administrative charge on the late amount, calculated at the rate of five percent (5%) of the amount of the late payment or portion thereof. The parties agree that the late charge represents a fair and reasonable estimate of the costs State will incur because of late payment. Acceptance of the late charge by State shall not constitute a waiver of Concessionaire's default for the overdue amount, nor prevent State from exercising the other rights and remedies granted under this Contract. Concessionaire shall pay the late charge as additional rent with the next monthly rent payment.

_____ **[Initials of concessionaire(s)]**

Any amount due to State, if not paid within five (5) days following the due date, will bear interest from the due date until paid at the rate of ten percent (10%) per year or, if a higher rate is legally permissible, at the highest rate legally permitted. However, interest shall not be payable on late charges incurred by Concessionaire, nor on any amounts on which late charges are paid by Concessionaire, to the extent this interest would cause the total interest to be in excess of that legally permitted. Payment of interest shall not excuse or cure any default by Concessionaire.

Upon written request by the Concessionaire to State demonstrating unusual or extenuating circumstances causing the late payment, the State, in its sole discretion, may waive the late charge. Further, in the event Concessionaire is prevented from carrying on the operations contemplated herein by reason of a natural disaster or other reasons beyond Concessionaire's control, and when requested in writing in advance by Concessionaire, Minimum Rent may be abated in proportion to the amount by which gross receipts are reduced by the occurrence for such period of reduced or non-operation, as determined in the sole discretion of State.

If this Contract is terminated by State because of Concessionaire's default, and if Concessionaire becomes liable for any deficiency in rent by way of damages or otherwise, or if at any time during the Contract term Concessionaire ceases to conduct in the Premises the business referred to herein, then from and after the time of the

breach causing this termination, or from and after the time of the cessation of business, the rent shall be deemed to be the combined total of the Minimum Rent provided herein, plus an amount based upon the average of the payments that have accrued to State as percentage rent during the twenty-four (24) months preceding the termination or cessation of business, unless the termination or cessation occurs within three (3) years of the beginning of the Contract term, in which event the previous twelve (12) (or fewer, if applicable) months shall be used as the basis of this average.

7. USE OF PREMISES

The Concessionaire shall operate and maintain a ferryboat concession in Tiburon. The Premises relevant to this Contract shall be deemed to be the docks on Angel Island State Park. Concessionaire may use the premises and other docking locations as designated by the Marin District Superintendent or designee for loading and unloading ferryboat passengers.

All premises must be accessible as per the Americans with Disability Act of 1990 (ADA). ADA, Subchapter 11 – Public Services, Sec. 12132 states: “Subject to the provisions of this subchapter, no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.”

The Use of Premises shall be consistent with Concessionaire’s “Operation Plan”, “Ferryboat and Mainland Dock Facility Plan”, and “Interpretive 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”, “Ferryboat and Mainland Dock Plan”, and “Interpretive Plan” are incorporated herein and made part of this Contract as **Exhibit “G” and “H”**, and **“I”** respectively.

Concession services, at a minimum, shall be provided daily, seven days a week year round unless waived by the State Representative. Service may be suspended on the third Thursday of November, December 25 and January 1 of each year. The minimum hours of operation shall be from 7:00 a.m. to 6:00 p.m. or as authorized by the

Marin District Superintendent or designee. Specific hours of operation shall be in accordance with Concessionaire's Operation Plan, **Exhibit "G"**.

A minimum of three (3) round trips daily from Tiburon to Angel Island are required unless otherwise authorized by the Marin District Superintendent or designee. These runs shall consist of at least a departure from Tiburon at or about 8:00 a.m., 12:00 noon and 5:00 p.m. and return from Angel Island thereafter. Additional runs may be necessary based on historic visitor use patterns. Actual boat run times shall be determined by the Marin District Superintendent or designee. All boat runs shall be available to park visitors and State Park staff, residents, and individuals authorized to conduct business at Angel Island State Park.

Notwithstanding the aforementioned, all schedules and changes to schedules shall be reviewed at a minimum annually and approved by the Marin District Superintendent or designee prior to implementation. Once approved, said schedule shall be clearly posted at Concessionaire's dock facility and on Concessionaire's business telephone recording message to inform the public of the ferry service times and routes.

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 for longer hours and/or 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. Should Concessionaire fail to meet regularly scheduled departure and arrival times by more than 15 minutes without prior State approval or without good cause so recognized by the State, the State shall have the right to assess a penalty of fifty dollars (\$50.00) for each and every incident of non-compliance with scheduled runs. Concessionaire shall immediately upon written notice and demand by State, pay the penalty.

Concessionaire may sell food, beverages, novelties, and sundries, and other merchandise to Angel Island passengers as pre-approved by the Marin District Superintendent or designee.

In case of emergency or when State determines that the visitor saturation point for Angel Island has been reached, Concessionaire agrees to cooperate with the Marin District Superintendent or his/her designee, and curtail any Angel Island operations necessitated by the emergency or visitor saturation period, or speed up the removal of people from the Island by boat in case of an emergency, such as, but not limited to, a major fire on the island.

Concessionaire shall not use or permit the Angel Island docks 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.

Except as otherwise provided in this section, non-compliance with the specifics of this Paragraph (use of Premises) will be deemed a breach of Contract.

Whenever the State fines the Concessionaire breaching the Contract through non-compliance with the terms and conditions of this paragraph (use of Premises), State shall notify concessionaire in writing and demand that such breach activity be cured immediately. If the breach is not immediately cured upon concessionaire's receipt of said notice by State, the following shall occur:

A. Whenever concessionaire has not corrected the non-compliance activity within ten (10) days after receiving written notice from the State, Concessionaire shall be responsible for and shall pay for all harm, damages, or costs caused to concession clients and the State due to the non-compliant activity from the date of State's notice to the date of cure of Contract termination, whichever comes first.

B. If default activity is not cured within thirty (30) days after receiving the written notice from the State of State's designated representative, the State may terminate this Contract for cause in accordance with the dictates of Paragraph 30 (Default by Concessionaire), and may seize and execute the performance bond/deposit.

8. BONDS

All bonds required under this Contract must be in a form satisfactory to State, issued by a corporate surety licensed to transact surety business in the State of California.

Performance Bond: Concessionaire, at Concessionaire's own cost and expense, agrees to obtain and deliver to State, prior to the commencement date of this Contract

and prior to entering the Premises, and shall maintain in force throughout the term of this Contract, a valid Performance Bond (which may be renewed annually) equal to the minimum annual rent as proposed payable to the State. This bond shall insure faithful performance by Concessionaire of all the covenants, terms, and conditions of this Contract inclusive of, but not restricted to, the payment of all rentals, fees, and charges and prompt performance of and/or payment for all maintenance obligations. In lieu of a bond, the Concessionaire may substitute another financial instrument (such as an Irrevocable Standby Letter of Credit), which must be sufficiently secure and acceptable to State. At least thirty (30) days prior to the expiration or termination of said bond or acceptable financial instrument, a signed endorsement or certificate showing that said bond or financial instrument has been renewed or extended shall be filed with the State. Within 15 days of State's request, Concessionaire shall furnish State with a signed and complete copy of the valid bond or financial instrument.

Beginning with Contract Year Five (5), and on the first day of every Fifth Contract Year thereafter, the required bond amount shall be adjusted to reflect changes in the Consumer Price Index (CPI). Such CPI adjustments shall be made in accordance with the procedure set forth in **Exhibit "B"**, attached to and made a part of this Contract.

_____ **[Initials of concessionaire(s)]**

9. INSURANCE

Concessionaire shall provide before entering the Premises and shall maintain in force throughout the term of this Contract the following insurance:

A. Liability Insurance:

- Commercial General Liability including Fire Legal
- Products Liability
- Liquor Liability (where the sale of alcohol is permitted)
- Automobile Liability (for all owned, non-owned and hired vehicles used by Concessionaire in the conduct of business under this Contract)

Each policy of liability insurance described above shall be in an amount of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damages combined.

B. Workers' Compensation Insurance: Concessionaire acknowledges provisions which require every employer to be insured against liability for Worker's Compensation and Concessionaire affirms to comply with applicable requirements of the Labor Code of the State of California. Such insurance shall include employer's liability coverage of ONE MILLION DOLLARS (\$1,000,000) and shall specifically cover all persons providing services by or on behalf of the Concessionaire and shall cover all risks to such persons under this Contract.

In the event of destruction, loss, or damage by fire or other cause of any of the State-owned buildings, improvements, or fixtures located on the Premises that the State determines (1) to be essential to the continued operation of the Contract and (2) cannot be repaired within one-hundred-eighty (180) days of the occurrence, the State may terminate this Contract. A decision by the State to terminate the Contract under this provision shall be communicated in writing to Concessionaire as soon as practicable. If the Contract is so terminated, State shall be entitled to the proceeds payable under any applicable insurance policies pertaining to the loss as its interest may appear. Receipt of such proceeds by State shall be in addition to the right of State to pursue whatever other remedies it may have to recover any losses due to the occurrence. If the State determines not to terminate the Contract, then, in State's discretion, any buildings, improvements, or fixtures built in replacement of any damaged or destroyed property shall be subject to the terms and provisions of this Contract as if they had existed at the onset. In no event shall the provisions of this paragraph be deemed or construed to relieve Concessionaire from the requirement to repair or replace any damaged or destroyed property except as specifically excepted by express terms of this Contract.

Each policy of liability insurance shall contain additional named insured endorsements in the name of the State of California, through its Department of Parks and Recreation, as to all insurable interests of the State including, but not limited to, the premises and all contents as follows:

- State of California, its officers, employees, and servants are included as additional insured but only insofar as operations and facilities under this Contract are concerned;
- The insurer will not cancel or reduce the insured's coverage without thirty (30) days prior written notice to State.

No cancellation provision in any insurance policy shall diminish the responsibility of Concessionaire to furnish continuous insurance throughout the term of this Contract.

Each policy shall be underwritten to the satisfaction of the State. A signed certificate of insurance with each endorsement required shall be submitted to State at the time this Contract is executed, showing that the required insurance has been obtained. Further, at least thirty (30) days prior to the expiration of any such policy, Concessionaire shall submit to State a signed and complete certificate of insurance with all endorsements required by this paragraph, showing to the satisfaction of State that such insurance coverage has been renewed or extended. Within fifteen (15) days of State's request, Concessionaire shall furnish State with a signed and complete copy of the required policy.

10. ALCOHOLIC BEVERAGES

Notwithstanding anything to the contrary, the sale of liquor, beer, or other alcoholic beverages on the Premises is expressly prohibited. Exception to this restriction may be allowed through the special event permit process, as approved by State.

11. FERRYBOAT, AND MAINLAND DOCK FACILITY PLAN

Concessionaire shall provide ferryboats and mainland docking facilities along with all appropriate equipment, furnishings, fixtures, and decor necessary for the purposes and uses set forth in Paragraph 7 entitled "Use of Premises" and in accordance with the requirements set forth below. All equipment and facilities shall conform to Concessionaire's "Ferryboat and Mainland Dock Facility Plan", attached hereto as Exhibit "H" and hereby made a part of this Contract.

Ferryboat Operation: At Concessionaire's sole cost and expense, Concessionaire shall own, rent or lease two (2) ferryboats for the purpose of transporting passengers to and from Tiburon and Angel Island. One ferryboat shall be used as the primary service vessel. The first ferryboat shall have a capacity for 400 passengers, and the second shall have a minimum capacity to carry 120 passengers.

Mainland Dock Facility: At Concessionaire's sole cost and expense, Concessionaire shall acquire, rent or own a mainland docking facility in Tiburon, California to be used by the Concessionaire to provide a ferryboat service for transportation of the public to and from Angel Island and Tiburon. The Mainland Dock Facility shall include a minimum of 60 feet of State dock space at no cost to State. The State dock space shall accommodate the State vessel and an accessible boarding ramp. The Mainland Dock Facility Plan, marked **Exhibit H**, attached hereto and made part of this Contract, sets forth a detailed description and plans for the location, dimensions, physical makeup, and layout of the proposed docking facilities, including floats, ramps, and buildings.

12. **CONTRACT NOTICE**

Any notices required to be given or that may be given by either party to the other shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid, and addressed as follows:

| | |
|--------------------|------------------------------------|
| Concessionaire at: | Concession Name |
| | Concessionaire Name |
| | Concessionaire Address |
| | City/State/Zip |
| | Concessionaire phone # |
| State at: | Department of Parks and Recreation |
| | Angel Island Sector |
| | P.O. Box 318 |
| | Tiburon, CA 94920 |
| | (415) 435-1915 |

Copy to: Department of Parks and Recreation
Concessions & Reservations Division
P.O. Box 942896
Sacramento, California 94296-0001

The address to which notices shall or may be mailed as aforesaid by either party shall or may be changed by written notice given by such party to the other, but nothing in this paragraph shall preclude the giving of any such notice by personal service.

13. RECORDS AND REPORTS

Concessionaire shall keep separate true and accurate books and records showing all of Concessionaire's business transactions under this Contract in a manner that conforms to industry standards and practices and in a manner acceptable to State. Concessionaire shall keep all records for a period of at least four years.

Concessionaire shall obtain and install cash registers or other accounting equipment acceptable to the State, through which Concessionaire shall record all gross receipts from the operation of the concession. This equipment shall be non-reset able and shall supply an accurate recording of all sales on tape and produce a receipt for each transaction. All such equipment shall have a customer display that is visible to the public. Concessionaire shall make all cash register tapes available to the State upon State's request. Concessionaire shall provide a cash register receipt to each customer setting forth the full amount of a sale.

In accordance with Public Resources Code Section 5080.18(b), copies of all sales and use tax returns submitted by Concessionaire to the California State Board of Equalization, the Employment Development Department, the Franchise Tax Board, or any other governmental agency shall be concurrently submitted to State.

In accordance with Public Resources Code Section 5080.18(c), State shall have the right through its representative and at all reasonable times to conduct such audits as it deems necessary and to examine and copy Concessionaire's books and records including all tax records and returns. Concessionaire hereby agrees to make all such records, books, and tax returns available to State upon State's request therefore.

Concessionaire further agrees to allow interviews of any employees who might reasonably have information related to such records.

Concessionaire will submit to State, no later than May 1st of each year during the term of this Contract, an audited financial statement for the previous calendar year, including all management letters from that review. The date of submission may be changed by written consent of State if based upon a corporate tax year or tax return extension. However, audited financial statements must be submitted no less than annually. Any sub-concession agreements entered into by Concessionaire and approved by the State is subject to the same audit requirements. The Concessionaire shall be responsible for the timely submittal of all sub-concession reports to the State. Such statement shall be prepared by a Certified Public Accountant licensed by the State of California. The particular CPS must be approved in advance and in writing by State. The financial statement shall be submitted on Form DPR 86, "Concessionaire's Financial Statement", attached hereto as **Exhibit "D"**, or in a format previously approved by the State, and shall contain an appropriate certification that all gross receipts by each profit center as identified by State, during the yearly accounting period covered by said statement shall have been duly and properly reported to the State. Concessionaire shall bear the full cost for the annual audited financial statement. State shall have the right, through its representative and all reasonable times, to examine and copy all working papers supporting Concessionaire's annual financial statement. In addition, the State, through its representative, may conduct additional independent reviews of the concession operation upon written notification of such intent to Concessionaire.

Within forty-five (45) days of the expiration or termination of this Contract, Concessionaire shall submit to the State a profit and loss statement for the period of operation not previously reported prepared in the manner stated above.

Concessionaire shall obtain and install cash registers or other accounting equipment acceptable to the State, through which Concessionaire shall record all gross receipts from the operation of the concession. This equipment shall be non-reset able and shall supply an accurate recording of all sales on tape and produce a receipt for each transaction. All such equipment shall have a customer display that is visible to the

public. Concessionaire shall make all cash register tapes available to the State upon State's request. Concessionaire shall provide a cash register receipt to each customer setting forth the full amount of a sale.

14. GROSS RECEIPTS

The term "gross receipts", wherever used in this Contract, is intended to and shall mean all moneys including accounts receivable, property, or any other thing of value received by Concessionaire and any sub-concessionaire or operator, if other than Concessionaire, through or in connection with the operation of the concession, including any concession related business carried on through the internet or catalog sales, or from any other business carried on or in connection with the Premises, or from any other use of the Premises, and/or of any business of any kind that uses the names licensed by this Contract, or that associates with or implies an endorsement by State, all without deduction. The term "gross receipts" shall not include any sales taxes imposed by any governmental entity and collected by Concessionaire.

15. RATES, CHARGES AND QUALITY OF GOODS AND SERVICES

Concessionaire shall staff, operate, manage and provide all goods, services, and facilities offered in a first-class manner and comparable to other high quality concessions providing similar facilities and services. State reserves the right to prohibit or modify the sale or rental of any item, accommodation, or service for public safety and/or to ensure that the public receives, in the State's view, fair pricing, proper service, and appropriate quality. State reserves the right to prohibit the sale or use of non-recyclable containers or plastics. A competent person shall be on the premises at all times while the concession is in operation. If the on-site manager is other than the Concessionaire, State reserves the right to approve such manager.

All fees and charges will be reviewed and approved by the Marin District Superintendent or designee annually. No modification of fees shall be implemented without the prior written approval of the State and PUC if required.

16. PERFORMANCE EVALUATIONS AND INSPECTION

As part of its administration of this Contract, State will conduct periodic inspections of concession facilities, equipment, services, and programs and prepare written performance evaluations based upon its observations. A "Concessionaire Performance Rating" (DPR Form 531) attached hereto as **Exhibit "E"**, or other similar format(s) as may be adopted by the State will be utilized for evaluation purposes. State further reserves the right of ingress and egress without notice to inspect concession operations for the purposes of evaluating Concessionaire's performance of the terms and conditions of this Contract; to inspect, investigate, and/or survey the Premises; and to do any work thereon of any nature necessary for preservation, maintenance, and operation of the State Park System. Concessionaire agrees to cooperate with State in all respects related to the implementation of State's Concession Performance Evaluation program and with State's activities on the Premises. State shall not be liable in any manner for any inconvenience, disturbance, loss of business, nuisance, or other damage arising out of State's entry in the Premises as provided herein, except damage resulting from the active negligence or willful misconduct of State or its authorized representatives.

17. HOLD HARMLESS AGREEMENT

Concessionaire hereby waives all claims and recourse against the State, including the right to contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incident to this Contract, except claims arising from, and to the extent of, the sole gross negligence or willful misconduct of the State, its officers, agents, or employees. Concessionaire shall protect, indemnify, hold harmless, and defend State, its officers, agents, and employees against any and all claims, demands, damages, costs, expenses, attorneys fees, expert costs and fees, or liability costs arising out of the development, construction, operation, or maintenance of the Premises property described herein and compliance with all laws, including but not limited to the Americans With Disabilities Act of 1990 as provided for herein, except for liability arising out of, and to the extent of, the sole gross negligence or willful

misconduct of State, its officers, agents, or employees or other wrongful acts for which the State is found liable by a court of competent jurisdiction.

18. TAXES

A. By signing this Contract, Concessionaire acknowledges that occupancy interest and rights to do business on state property being offered Concessionaire by this agreement may create a possessory interest as that term is defined in Revenue and Taxation Code Section 107.6, which possessory interest may subject Concessionaire to liability for the payment of property taxes levied on such possessory interest.

B. Concessionaire agrees to pay all lawful taxes, assessments, or charges that at any time may be levied by the State, County, City, or any tax or assessment levying body upon any interest in or created by this Contract, or any possessory right that Concessionaire may have in or to the premises covered hereby, or the improvements thereon by reason of Concessionaire's use or occupancy thereof or otherwise, as well as all taxes, assessments, and charges on goods, merchandise, fixtures, appliances, equipment, and property owned by Concessionaire in or about the Premises.

19. MODIFICATIONS, ADDITIONS, TITLE TO IMPROVEMENTS

In the event that Concessionaire desires to make modifications, improvements, or additions to the Premises or any part of the Premises, including changes to structural design, required accessibility barrier removal work, landscape design, or interior or exterior fixtures, design, and/or furnishings, (collectively "Alteration(s)"), the approval in writing of State shall be obtained prior to the commencement of any Alterations. State shall dictate the plan approval process.

Once any Alteration has been approved by State and the work has begun, Concessionaire shall complete all approved Alterations with reasonable diligence. All work shall be performed in a good and workmanlike manner, shall substantially comply with plans and specifications submitted to State as required herein, and shall comply with all applicable governmental permits, laws, ordinances, and regulations. It shall be

the responsibility of Concessionaire, at its own cost and expense, to obtain all licenses, permits, and other approvals necessary for the construction of approved Alterations.

Title to all Alterations and improvements existing or hereafter erected on the Premises, regardless of who constructs such improvements, shall immediately become State's property and, at the end of the Term, shall remain on the Premises without compensation to Concessionaire. Concessionaire agrees never to assail, contest, or resist title to the Alterations and improvements. The foregoing notwithstanding, State may elect, by notice to Concessionaire, that Concessionaire must remove any Alterations that are peculiar to Concessionaire's use of the Premises and are not normally required or used by State and/or future occupants of the Premises. In this event, Concessionaire shall bear the cost of restoring the Premises to its condition prior to the installment of the Alterations.

20. PERSONAL PROPERTY

Except to the extent covered by **Paragraph 20, MODIFICATIONS, ADDITIONS, TITLE TO IMPROVEMENTS**, title to all personal property provided by Concessionaire shall remain in Concessionaire. Concessionaire shall not attach any personal property to any building without first obtaining State's written approval. 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.

21. HOUSEKEEPING, MAINTENANCE, REPAIR AND REMOVAL

During the term of this Contract at Concessionaire's own cost and expense, Concessionaire shall maintain and operate the Premises and areas in, on, or adjacent to a distance of not less than fifty (50) feet, including personal property and equipment, in a clean, safe, wholesome, and sanitary condition free of trash, garbage, or obstructions of any kind. Concessionaire shall remedy without delay any defective, dangerous, or unsanitary conditions.

A. Housekeeping: Housekeeping activities are defined as all those activities concerned with keeping facilities clean, neat, and orderly, and includes, but is not limited to, sweeping, vacuuming, mopping, stripping, waxing, dusting, wiping,

washing, hosing, and other general care or cleaning of interior and exterior floors, walls, ceilings, doors, windows, facility fixtures, and all adjacent grounds and walks.

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. Concessionaire shall pay (based on proposal) of monthly gross receipts as a fee for maintenance of the State dock facility. Such monthly payment shall be by separate check and shall be reported separate from the Gross Receipts, Rental Fee, and Park Use Fee Sales; and submitted in accordance with Section 6 of this Contract.

Should Concessionaire fail, neglect, or refuse to undertake and complete any required maintenance, State shall have the right to perform such maintenance or repairs for Concessionaire. In this event, Concessionaire shall promptly reimburse State for the cost thereof provided that State shall first give Concessionaire ten (10) days written notice of its intention to perform such maintenance or repairs. State shall not be obligated to make any repairs to or maintain any improvements on the Premises. Concessionaire hereby expressly waives the right to make repairs at the expense of State and the benefit of the provisions of Sections 1941 and 1942 of the Civil Code of the State of California relating thereto if any there be. State has made no representations respecting the condition of the Premises, except as specifically set forth in this Contract. Prior to initiating any maintenance, and no later than thirty (30) days from the start of each Contract Year, Concessionaire shall submit an annual maintenance plan and budget on the Concessionaire's Annual Maintenance Plan in a format previously approved by the State. Concessionaire shall within thirty (30) days after the end of each Contract Year submit to the State an itemized statement

documenting expenditures for maintenance to State-owned concession facilities during the previous Contract Year.

C. **Removal and Restoration.** At the expiration or sooner termination of this Contract, Concessionaire at its own expense shall remove all personal property brought onto the Premises by Concessionaire. Concessionaire, at Concessionaire's expense, shall restore and repair the Premises, and any of Concessionaire's improvements or fixtures remaining thereon, to a good, clean, safe, and fit condition, reasonable wear and tear excepted, and shall completely remedy all injuries to the Premises.

22. UTILITIES AND SERVICES

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

23. RESOURCE CONSERVATION

A. **Environmental Conservation Program:** Concessionaire shall set a positive example in waste management and environmental awareness that shall lead to preservation of the resources of the State. Accordingly, Concessionaire shall prepare and execute a program, subject to the prior written approval of the State, designed to reduce environmental impacts that result from concession operations. This program shall address, but not be limited to: solid waste management, including reduction, reuse and recycling; water and energy conservation, pest management, grease removal and disposal, hazardous materials handling and storage, and air quality. Specifically, the program must include the following:

- 1) Recycling and Beverage Container Programs: The Concessionaire shall implement a source reduction and recycling program designed to minimize concession and patron use of disposable products, per Public Contract Codes Sections 12161 and 12200 et seq. Reusable and recyclable products are preferred over "throwaways". Where disposable products are needed, products that have the least impact on the environment will be selected. No Styrofoam containers or other non-biodegradable containers are to be used or sold by Concessionaire. The use of "post-consumer" recycled products is encouraged wherever possible.

The Concessionaire shall participate fully in the California beverage container redemption/recycling program. Products to be recycled include, but are not limited to, paper, newsprint, cardboard, bimetal, plastics, aluminum and glass. At the start of each Contract Year, Concessionaire and State shall review items sold, and containers or utensils used or dispensed by Concessionaire, and, whenever possible, eliminate the use of non-returnable or non-recyclable containers or plastics.

- 2) Water and Energy Conservation: The Concessionaire shall implement water and energy conservation measures. As new technologies are developed, Concessionaire shall explore the possibility of integrating them into existing operations where there is potential for increased efficiency, reduced water or energy consumption, and/or reduced impacts on the environment.
- 3) Erosion Control/Water Quality/Environmental Sensitivity: The Concessionaire shall comply with all requirements set forth by various oversight agencies that have jurisdiction and oversight authority relating to the Premises and surrounding properties, including, but not limited to, erosion control, water quality and environmental sensitivity standards.

B. Resource Management and Preservation: Concessionaire shall comply with State's resource management and preservation mandates in the conduct of all activities that impact cultural, natural, or scenic resources. These mandates include the Public Resources Code Sections 5024 and 5097 et seq. the Department's Resource

Management Directives and the Secretary of the Interior's Guidelines for Historic Preservation.

C. Statistical Report: The Department of Parks and Recreation is mandated, by law, to divert from landfills 50% or more of the generated waste through recycling methods. As part of this concession agreement, Concessionaire must provide a statistical report, acceptable to the State, which identifies diversion/recycling for the refuse collected during each year of Contract. The report must be provided to the State's Representative no later than March 1 of each year. A reportable and credible recycle program must be demonstrated as part of this Contract.

D. Air and Water Pollution Violation: Under State laws, Concessionaire shall not be (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

24. HAZARDOUS SUBSTANCES

A. Use of Premises: On the premises, Concessionaire shall not:

- 1) Keep, store, or sell any goods, merchandise, or materials that are in any way explosive or hazardous;
- 2) Carry-on any offensive or dangerous trade, business, or occupation;
- 3) Use or operate any machinery or apparatus that shall injure the premises or adjacent buildings in any way; or
- 4) Do anything other than is provided for in this Contract.
- 5) Nothing in this paragraph shall preclude Concessionaire from bringing, keeping, or using on or about said premises such materials, supplies, equipment, and machinery as is appropriate or customary in carrying-on Concessionaire's business.
- 6) Gasoline, oil, and other materials considered under law or otherwise to be hazardous to public health and safety shall be stored, handled, and dispensed as required by present or future regulations and laws.

B. Storage of Hazardous Materials: Concessionaire shall comply with all applicable laws pertaining to the use, storage, transportation, and disposal of hazardous substances. Concessionaire shall protect, indemnify, defend, and hold harmless the State or any of its affiliates, successors, principals, employees, or agents against any liability, cost, or expense, including attorney's fees and court costs, arising from illegal use, storage, transportation, or disposal of any hazardous substance, including any petroleum derivative, by Concessionaire. Where Concessionaire is found to be in breach of this provision due to the issuance of a government order directing Concessionaire to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition directly caused by Concessionaire or any person acting under Concessionaire's direct control or authority, Concessionaire shall be responsible for all cost and expense of complying with such order, including any and all expenses imposed on or incurred by the State in connection with or in response to such government order. Notwithstanding the foregoing, in the event a government order is issued naming Concessionaire, or Concessionaire incurs any liability during or after the term of the Contract in connection with contamination that preexisted the Concessionaire's obligations and occupancy under this Contract or prior contracts, or that were not directly caused by Concessionaire, the State shall be solely responsible as between Concessionaire and the State for all expenses and efforts in connection therewith, and State shall reimburse Concessionaire for all reasonable expenses actually incurred by Concessionaire therewith.

C. Certification: Upon termination of this Contract, when requested by State, Concessionaire shall provide certification prepared by a Certified Industrial Hygienist that there is no hazardous waste contamination and/or damage to the Premises.

All pest control activities, chemical and non-chemical, shall be approved by the State prior to action by the Concessionaire. Concessionaire, or the pest control business acting on behalf of Concessionaire, shall submit a DPR 191, "Pest Control Recommendation" (or equivalent) to the State for approval. The State has fourteen (14)

days to approve or deny the request. Such approval shall be solely for compliance with State's policies and in no way shall relieve Concessionaire or its contractors, employees, agents or representatives from compliance with all laws and regulations concerning such activities and from carrying out the work in a workmanlike manner.

Concessionaire, or the pest control business acting on behalf of Concessionaire, shall submit a report of completed work for each pest management action to the State no later than seven (7) days after performance of the work. The report may be submitted on a DPR 191, "Pest Control Recommendation" (or equivalent information).

25. EQUIPMENT

Concessionaire, at Concessionaire's own expense, shall completely equip the concession improvements described herein and shall keep the same equipped in a safe and first-class manner throughout the term of this contract.

26. SIGNS AND ADVERTISING

No signs, logos, names, placards, or advertising matter shall be inscribed, painted, or affixed upon Premises, circulated, or published without prior written consent of the State and only consistent with the purposes of the contract.

27. PHOTOGRAPHY

State may grant permits to persons or corporations engaged in the production of still and motion pictures and related activities for the use of the Premises for such purposes when such permission shall not interfere with the primary business of Concessionaire. Such permits shall not be deemed to be a competitive activity with regard to Concessionaire's rights to possession and operation under this contract.

28. INTELLECTUAL PROPERTY RIGHTS

Any names, logos, trademarks, and/or copyrights developed during and/or pursuant to this contract that will in any way associate with, identify, or implicate an affiliation with California State Parks shall be approved by State, shall belong to State upon creation, and shall continue in State's exclusive ownership upon termination of this

contract. Further, any works developed pursuant to this contract by Concessionaire, including all related copyrights and other proprietary rights therein, shall belong to State upon creation, and shall continue in State's exclusive ownership upon termination of this contract. These works shall include, but are not limited to, all drawings, designs, reports, specifications, notes and other work developed in the performance of this contract. Further, Concessionaire shall deliver to the State, upon request, the disk or tape that contains the design files and shall specify the supplier of the software and hardware necessary to use the design files of any work that is performed with the assistance of Computer Aided Design and Drafting Technology. Concessionaire intends and agrees to assign to State all right, title and interest in and to such materials as well as all related copyrights and other proprietary rights therein, unless otherwise agreed to in writing.

Concessionaire warrants that it has the full right, power, and authority over and is the sole exclusive owner of all tangible and intangible property deliverable to State in connection with this contract, and that title to such materials conveyed to State shall be delivered free and clear of all claims, liens, charges, judgments, settlements, encumbrances, or security interests.

Concessionaire agrees not to incorporate into or make any deliverables dependent upon any original works of authorship or Intellectual Property Rights of third parties without first (i) obtaining State's prior written permission, and (ii) granting to or obtaining for State a nonexclusive, royalty-free, paid-up, irrevocable, perpetual, world-wide license, to use, reproduce, sell, modify, publicly and privately perform, publicly and privately display and distribute, for any purpose whatsoever, any such prior works.

Concessionaire further warrants that all deliverables do not infringe or violate any patent, copyright, trademark, trade secret or any other intellectual property rights of any person, entity or organization. Concessionaire agrees to execute any documents reasonably requested by State in connection with securing State's registration of patent and/or copyrights or any other statutory protection in such work product including an assignment of copyright in all deliverables. Concessionaire further agrees to incorporate these provisions into all of its contracts with architects, engineers and other consultants or contractors.

Concessionaire, at its sole expense, shall hold harmless, protect, defend and indemnify State against any infringement action and/or dispute brought by a third party in connection with any deliverable hereunder. Concessionaire shall pay all costs, expenses, losses and damages, judgments and claims including reasonable attorney's fees, expert witness fees and other costs.

29. PARTICIPATION IN STATE PARK MARKETING PROGRAMS

Concessionaire acknowledges that the State has an established advertising and marketing program designed to promote additional revenue for the State and to deliver a consistent and positive image to the public, and Concessionaire agrees to cooperate in this program in the manner described below without compensation from the State for such cooperation.

- A. Concessionaire agrees to honor all statewide graphic standards, licensing, and merchandising agreements entered into with corporate sponsors of the Department of Parks and Recreation.
- B. Concessionaire agrees to place on the Premises any advertising that the State approves under this program. Any advertising approved by the State under this program will be placed at State's expense.
- C. Concessionaire agrees to rent or sell, along with all other items of merchandise that are part of the Concessionaire's normal and customary inventory, any item of merchandise that the State approves under this program, provided that Concessionaire is authorized to sell or rent it under the terms of the contract, and the Concessionaire receives reasonable compensation for its sale.
- D. Concessionaire agrees to work cooperatively with other concessionaires, park partners, and the State in the marketing effort.

Additionally, Concessionaire shall, prior to the commencement of operations for Contract Year One (1), and no later than thirty (30) days from the start of each Contract Year, thereafter, submit an annual marketing and advertising plan to the District Superintendent or designee for review and approval. Such plan shall support the

mission and objectives of Angel Island State Park as set forth in Exhibit "G" Operation Plan attached to and made a part of this contract.

30. DEFAULT BY CONCESSIONAIRE

A. Defaults: The occurrence of any one of the following shall constitute a default and breach of this contract by Concessionaire:

- 1) Failure to Pay Rent: Any failure of Concessionaire to timely pay any rent due or any other monetary sums required to be paid hereunder where such failure continues for a period of ten (10) consecutive days after such sums are due.
- 2) Absence from Premises: Any complete absence by Concessionaire or its agents and employees from the Premises for sixty (60) consecutive days or longer. The Premises shall be deemed abandoned after State has followed the procedures set forth in Civil Code Section 1951.3.
- 3) Nuisance: Should Concessionaire create or allow to be created a nuisance on the Premises, State may declare an immediate event of default and enter upon and take possession and/or demand an assignment of the right to operate the Premises without notice to Concessionaire. Concessionaire shall immediately vacate the Premises and remove all personal property within thirty (30) days after State's declaration of default.
- 4) Failure to Observe Other Provisions: Any failure by Concessionaire to observe or perform another provision of this contract where such failure continues for twenty (20) consecutive days after written notice thereof by State to Concessionaire; this notice shall be deemed to be the notice required under California Code of Civil Procedure Section 1161. However, if the nature of Concessionaire's default is such that it cannot reasonably be cured within the twenty (20) day period, Concessionaire shall not be deemed to be in default if it is determined at the sole discretion of State that Concessionaire has commenced such cure within

the twenty (20) day period and thereafter continues to diligently prosecute such cure to completion to the satisfaction of State.

5) Involuntary Assignments, Bankruptcy: State and Concessionaire agree that neither this contract nor any interest of Concessionaire hereunder in the Premises shall be subject to involuntary assignment or transfer by operation of law in any manner whatsoever, including, without limitation, the following: (a) transfer by testacy or intestacy; (b) assignments or arrangements for the benefit of creditors; (c) levy of a writ of attachment or execution on this contract; (d) the appointment of a receiver with the authority to take possession of the Premises in any proceeding or action in which Concessionaire is a party; or (e) the filing by or against Concessionaire of a petition to have Concessionaire adjudged a bankrupt, or of a petition for reorganization or arrangement under any law relating to bankruptcy. Any such involuntary assignment or transfer by operation of law shall constitute a default by Concessionaire and State shall have the right to elect to take immediate possession of the Premises, to terminate this contract and/or invoke other appropriate remedies as set forth below, in which case this contract shall not be treated as an asset of Concessionaire.

B. Notices of Default: Notices of default shall specify the alleged default and the applicable contract provision and shall demand that Concessionaire perform the provisions of this contract within the applicable time period or quit the Premises. No such notice shall be deemed a forfeiture or a termination of this contract unless State specifically so states in the notice.

31. STATE'S REMEDIES

In the event of default by Concessionaire, State shall have the following remedies. These remedies are not exclusive; they are cumulative and are in addition to any other right or remedy of State at law or in equity.

A. Collection of Rent: In any case where State has a cause of action for damages, State shall have the privilege of splitting the cause to permit the

institution of a separate suit for rent due hereunder, and neither institution of any suit, nor the subsequent entry of judgment shall bar State from bringing another suit for rent; it being the purpose of this provision to provide that the forbearance on the part of State in any suit or entry of judgment for any part of the rent reserved under this contract, to sue for, or to include in, any suit and judgment the rent then due, shall not serve as defense against, nor prejudice a subsequent action for, rent or other obligations due under the contract. The claims for rent may be regarded by State, if it so elects, as separate claims capable of being assigned separately.

B. Right of Entry as Agent (Maintain Contract in Effect): In any case in which provision is made herein for the termination of this contract by the State or in the case of abandonment or vacating of the Premises by Concessionaire, the State, in lieu of declaring a forfeiture, may enter upon the Premises. To such end, Concessionaire hereby irrevocably appoints the State as Concessionaire's agent to remove any and all persons or property on the Premises and place any such property in storage for the account of and at the expense of Concessionaire and to enter into such other contracts for operation of the Premises as the State, in its sole discretion, may deem appropriate. Until the Premises are relet and/or assigned, if at all, Concessionaire shall pay to State all amounts required to be paid by Concessionaire hereunder. Further, if a sufficient sum shall not be realized through efforts to relet, after paying expenses of such reentry and contracting, to satisfy the rent and other sums herein agreed to be paid by Concessionaire, such shortage of rent and expenses shall be paid by Concessionaire. Concessionaire agrees to save the State harmless from any loss or damage or claim arising out of the action of the State in accordance with this paragraph. Notwithstanding that State fails to elect to terminate this contract initially, State, at any time while any default of Concessionaire has not been cured, may elect to terminate.

C. Continued Performance: At State's option, Concessionaire shall continue with its responsibilities under this contract during any dispute.

D. Termination of Concessionaire's Right to Possession: State may terminate Concessionaire's right to possession of the Premises at any time. However, no act by State, other than giving specific notice of termination to Concessionaire, shall terminate this contract. Acts of maintenance, efforts to relet and/or assign rights to possession of the Premises, or the appointment of a receiver on State's initiative to protect State's interest under this contract shall not constitute a termination of Concessionaire's right to possession. On termination, State has the right to recover from Concessionaire: the worth, at the time of the award, of the unpaid rent that had been earned at the time of termination of Concessionaire's possession; the worth, at the time of the award, of the amount by which the unpaid rent that would have been earned after the date of termination of Concessionaire's possession until the time of the award exceeds the amount of loss of rent that Concessionaire proves could have reasonably been avoided; the worth, at the time of the award, of the amount by which the unpaid rent for the balance of the term after the time of the award exceeds the amount of the loss of rent that Concessionaire proves could have been reasonably avoided; and any other amount necessary to compensate State for all the detriment proximately caused by Concessionaire's failure to perform its obligations under this contract, which, without limiting the generality of the foregoing, includes any cost and expenses incurred by the State in recovering possession of the Premises, in maintaining or preserving the Premises after such default, in preparing the Premises for a new concessionaire, in making any repairs or alterations to the Premises necessary for a new concessionaire, in making any repairs or alterations to the Premises, and costs of clearing State's title of any interest of Concessionaire, commissions, attorneys' fees, architects' fees, and any other costs necessary or appropriate to make the Premises operational by a new concessionaire. "The worth, at the time of the award," as used herein above shall be computed by allowing interest at the lesser of a rate of ten percent (10%) per annum or the maximum legal rate.

E. Assignment at State's Direction: In the event of a default by Concessionaire, when cure is not received and acknowledged by State after

having provided notice of the breach as provided herein above, Concessionaire shall, in addition to the damages provided for herein, be obligated to assign all rights to occupy, possess, and operate on and in the Premises to State's designee within thirty (30) days of receipt of written demand by State.

Concessionaire shall further remove itself and its personal property from the Premises within the same time frame. Concessionaire agrees to execute all documents necessary to effectuate and implement this provision. Upon such assignment, all rights of Concessionaire under the contract shall transfer to the assignee.

Any designated assignee, as provided for herein, shall take and operate the concession under the same terms and conditions as those set forth herein, except for requirements that have already been performed and are no longer applicable. However, Concessionaire shall not be relieved of obligations incurred. An assignment of the contract pursuant to the terms hereof shall not cause the contract to terminate and shall not work a merger.

F. Receiver: If Concessionaire is in default of this contract, State shall have the right to have a receiver appointed to collect rent and conduct Concessionaire's business or to avail itself of any other pre-judgment remedy. Neither the filing of a petition for the appointment of a receiver nor the appointment itself shall constitute an election by State to terminate this contract.

G. Right to Cure Concessionaire's Default: At any time after Concessionaire commits a default, State can cure the default at Concessionaire's cost. If State, at any time by reason of Concessionaire's default, pays any sum or does any act that requires the payment of any sum, the sum paid by State shall be due immediately from Concessionaire to State, and if paid at a later date shall bear interest at the rate of ten percent (10%) per annum from the date the sum is paid by State until State is reimbursed by Concessionaire. Any such sum shall be due as additional rent.

H. Personal Property of Concessionaire: In the event any personal property or trade fixtures of Concessionaire remain at the Premises after State has regained possession or after an assignment is accomplished, that property or

those fixtures shall be dealt with in accordance with the provisions for Surrender of the Premises provided below.

- 1) State's Obligations after Default: State shall be under no obligation to observe or perform any covenant of this contract on its part to be observed or performed that accrues after the date of any default by Concessionaire. Such nonperformance by State shall not constitute a termination of Concessionaire's right to possession nor a constructive eviction.
- 2) No Right of Redemption: Concessionaire hereby waives its rights under California Code of Civil Procedure Sections 1174 and 1179 or any present or future law that allows Concessionaire any right of redemption or relief from forfeiture in the event State takes possession of the Premises by reason of any default by Concessionaire.
- 3) Other Relief: All monetary obligations of the Concessionaire of any kind shall be considered rent. State shall have such rights and remedies for failure to pay such monetary obligations as State would have if Concessionaire failed to pay rent due. The remedies provided in this contract are in addition to any other remedies available to State at law, in equity, by statute, or otherwise.
- 4) No Buy-out: In accordance with Public Resources Code Section 5080.18 (h), where the contract has been terminated due to a breach on the part of the Concessionaire under any terms of this contract the State shall not be obligated to purchase any improvements made by Concessionaire or to pay the Concessionaire for said improvements before or after taking possession of the Premises.

32. DEFAULT BY STATE

State shall not be in default of the performance of any obligation required of it under this contract unless and until it has failed to perform such obligation for more than thirty (30) days after written notice by Concessionaire to State specifying the alleged default and the applicable contract provision giving rise to the obligation. However, if

the nature of State's obligation is such that more than thirty (30) days is required for its performance, then State shall not be deemed in default if it shall commence performance within such 30-day period and thereafter diligently prosecute the same to completion.

33. SURRENDER OF THE PREMISES; HOLDING OVER

A. Surrender: On expiration or within thirty (30) days after earlier termination of the contract, Concessionaire shall surrender the Premises to State with all fixtures, improvements, and Alterations in good condition, except for fixtures, improvements, and Alterations that Concessionaire is obligated to remove. Concessionaire shall remove all of its personal property and shall perform all restoration required by the terms of this contract within the above stated time unless otherwise agreed to in writing.

1) Personal Property: All of Concessionaire's personal property remaining on the Premises beyond such time specified in this Section, shall be dealt with in accordance with California Code of Civil Procedure Section 1174 and California Civil Code Sections 1980, or such other laws as may be enacted regarding the disposition of Concessionaires' property remaining at the Premises. Concessionaire waives all claims against State for any damage to Concessionaire resulting from State's retention or disposition of Concessionaire's personal property. Concessionaire shall be liable to State for State's costs in storing, removing, and disposing of Concessionaire's personal property or trade fixtures.

2) Failure to Surrender. If Concessionaire fails to surrender the Premises to State on the expiration, assignment, or within thirty (30) days after earlier termination of the term as required by this Section, Concessionaire shall hold State harmless for all damages resulting from Concessionaire's failure to surrender the Premises.

B. Holding Over: After the expiration or earlier termination of the term and if Concessionaire remains in possession of the Premises with State's express consent, such possession by Concessionaire shall be deemed to be a temporary

tenancy terminable on thirty (30) days written notice given at any time by either party. During such temporary tenancy, the minimum monthly rent shall be increased by 10% over the monthly rent of the last month prior to the expiration or earlier termination of the contract, unless otherwise agreed to in writing by State. Concessionaire shall pay such monthly rent and all other sums required to be paid hereunder monthly on or before the fifteenth day of each month. All other provisions of this contract except those pertaining to the term shall apply to the month-to-month tenancy.

34. NO RECORDATION; QUITCLAIM

- A. No Recordation: This Contract shall not be recorded.
- B. Quitclaim: Concessionaire shall execute and deliver to State on the expiration or termination of this contract immediately on State's request, a quitclaim deed to the Premises and the rights arising hereunder, in recordable form or such other document as may be necessary, to remove any claim of interest of Concessionaire in and to all property belonging to the State. Should Concessionaire fail or refuse to deliver to State a quitclaim deed or other documents as aforesaid, a written notice by State reciting the failure of the Concessionaire to execute and deliver said quitclaim deed as herein provided, shall after ten (10) days from the date of recordation of said notice be conclusive evidence against the Concessionaire and all persons claiming under Concessionaire of the termination of this contract.

35. ATTORNEYS FEES

Concessionaire shall reimburse the State on demand for all reasonable attorney fees (including attorneys fees incurred in any bankruptcy or administrative proceeding or in any appeal) and expenses incurred by State as a result of a breach or default under this contract. If Concessionaire becomes the prevailing party in any legal action brought by State, Concessionaire shall be entitled to recover reasonable attorney fees and expenses incurred by Concessionaire and need not reimburse the State for any attorney fees and expenses incurred by the State.

36. COMPLIANCE WITH LAWS, RULES, REGULATIONS AND POLICIES

Concessionaire shall comply with all applicable laws, rules, regulations, and orders existing during the term of this contract, including obtaining and maintaining all necessary permits and licenses. Concessionaire acknowledges and warrants that it is or will make itself through its responsible concession managers, knowledgeable of all pertinent laws, rules, ordinances, regulations, or other requirements having the force of law affecting the operation of the concession facilities, including but not limited to laws affecting health and safety, hazardous materials, pest control activities, historical preservation, environmental impacts, and State building codes and regulations.

37. EXPATRIATE CORPORATIONS

Concessionaire hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1 and is eligible to contract with the State.

38. NONDISCRIMINATION

During the performance of this contract, Concessionaire and its employees shall not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, or any member of the public because of sex, sexual orientation, race, color, religious creed, marital status, need for family and medical care leave, ancestry, national origin, medical condition (cancer/genetic characteristics), age (40 and above), disability (mental and physical) including HIV and AIDS, need for pregnancy disability leave, or need for reasonable accommodation. Concessionaire shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

For contracts over \$100,000 executed or amended after January 1, 2007, the Concessionaire certifies compliance with Public Contract Code Section 10295.3 concerning domestic partners.

Further, as part of compliance with the foregoing, Concessionaire and Concessionaire's employees shall not discriminate by refusing to furnish any person any

accommodation, facility, service, or privilege offered to or enjoyed by the general public. Nor shall Concessionaire or Concessionaire's employees publicize the accommodation, facilities, services, or privileges in any manner that would directly or inferentially reflect upon or question the acceptability of the patronage of any such person.

Concessionaire shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs, tit. 2, §7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12990 (a)-(f), are incorporated into this contract by reference and made a part hereof as if set forth in full (Cal. Code Regs, tit. 2, §7285.0 et seq.). Concessionaire shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Concessionaire shall include the non-discrimination and compliance provisions of this clause in all contracts to perform work under and/or in connection with this contract.

In the event of violation of this paragraph, the State will have the right to terminate this contract, and any loss of revenue sustained by the State by reason thereof shall be borne and paid for by the Concessionaire.

39. DISABILITIES ACCESS LAWS

Without limiting Concessionaire's responsibility under this contract for compliance with all laws, with regard to all operations and activities that are the responsibility of Concessionaire under this contract, Concessionaire shall be solely responsible for complying with the requirements of the Americans With Disabilities Act of 1990 ("ADA") [Public Law 101-336, commencing at Section 12101 of Title 42, United States Code (and including Titles I, II, and III of that law)] and the Rehabilitation Act of 1973, and all related regulations, guidelines, and amendments to both laws.

With regard to facilities for which Concessionaire is responsible for operation, maintenance, construction, restoration, or renovation under this contract, Concessionaire also shall be responsible for compliance with Government Code Section 4450, et seq., Access to Public Buildings by Physically Handicapped Persons, and Government Code Section 7250, et seq., Facilities for Handicapped Persons, and

any other applicable laws. Written approval from State is required prior to implementation of any plans to comply with accessibility requirements.

Concessionaire shall be responsible at his/her own expense modify ramp accessibility from the Tiburon pier to Concessionaire's floating dock and from the floating dock to the vessel according to the requirements set forth in section 2-1107 of Title 24 of the State Building Code and the Disabled Accessibility Exhibit attached hereto and hereby made a part hereof. Concessionaire's plans must be submitted to State approval prior to ramp modification.

Concessionaire shall maintain open gate access between Concessionaire's dock and adjacent dock to enhance safety and to provide better dock to dock handicap access to the Angel Island Ferryboat loading dock.

40. DRUG-FREE WORKPLACE

Concessionaire agrees to comply with Government Code Section 8355 in matters relating to the provision of a drug-free workplace. This compliance is evidenced by the executed Standard Form 21 entitled "Drug-Free Workplace Certification", attached hereto as Exhibit "F" and made a part of the contract.

41. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

The Concessionaire, by signing this contract, does hereby swear, under penalty of perjury, that no more than one final, unappealable finding of contempt of court by a Federal Court has been issued against Concessionaire within the two-year period immediately preceding the date of this contract because of Concessionaire's failure to comply with a Federal Court order that Concessionaire shall comply with an order of the National Labor Relations Board.

42. CHILD SUPPORT COMPLIANCE ACT

In the event the annual gross income generated as a result of this contract shall exceed One Hundred Thousand Dollars (\$100,000.00), Concessionaire acknowledges that:

A. The Concessionaire recognizes the importance of child and family support relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as obligations and shall fully comply with all applicable state and federal laws provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

B. The Concessionaire to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

43. CONFLICT OF INTEREST

Concessionaire warrants and covenants that no official, employee in the state civil service, other appointed state official, or any person associated with same by blood, adoption, marriage, cohabitation, and/or business relationship: (a) has been employed or retained to solicit or aid in the procuring of this contract; (b) will be employed in the performance of this contract without the immediate divulgence of such fact to State. In the event State determines that the employment of any such official, employee, associated person, or business entity is not compatible, Concessionaire shall terminate such employment immediately. For breaches or violation of this paragraph, State shall have the right both to annul this contract without liability and, in its discretion, recover the full amount of any compensation paid to such official, employee, or business entity.

44. WAIVER OF CLAIMS

The Concessionaire hereby waives any claim against the State of California, its officers, agents, or employees for damage or loss caused by any suit or proceeding directly or indirectly attacking the validity of this contract or any part thereof, or by any judgment or award in any suit or proceeding declaring this contract null, void, or voidable, or delaying the same or any part thereof from being carried out.

45. WAIVER OF CONTRACT TERMS

Unless otherwise provided by this contract, no waiver by either party at any time of any of the terms, conditions, or covenants of this contract shall be deemed as a waiver at any time thereafter of the same or of any other term, condition, or covenant herein contained, nor of the strict and prompt performance thereof. No delay, failure, or omission of the State to re-enter the Premises or to exercise any right, power, privilege, or option arising from any breach, nor any subsequent acceptance of rent then or thereafter accrued shall impair any such right, power, privilege, or option or be construed as a waiver of such breach or a relinquishment of any right or acquiescence therein. No notice to the Concessionaire shall be required to restore or revive time as of the essence after the waiver by the State of any breach. No option, right, power, remedy, or privilege of the State shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options, and remedies given to the State by this contract shall be deemed cumulative.

46. INTERPRETATION OF CONTRACT

This contract is made under and is subject to the laws of the State of California in all respects as to interpretation, construction, operation, effect, and performance.

47. DURATION OF PUBLIC FACILITIES

By entering into this contract, State makes no stipulation as to the type, size, location, or duration of public facilities to be maintained at this unit, or the continuation of State ownership thereof, nor does the State guarantee the accuracy of any financial or other factual representation that may be made regarding this concession.

48. TIME OF ESSENCE

Time shall be of the essence in the performance of this contract.

49. EMINENT DOMAIN

If, during the term of this contract, any property described herein or hereinafter added hereto is taken in eminent domain, the entire award shall be paid to State.

50. TEMPORARY TENANCY

This tenancy is of a temporary nature and the parties to this contract agree that no Relocation Payment or Relocation Advisory Assistance will be sought or provided in any form as a consequence of this tenancy.

51. MODIFICATION OF CONTRACT

This concession contract contains and embraces the entire agreement between the parties hereto and neither it nor any part of it may be changed, altered, modified, limited, or extended orally or by any agreement between the parties unless such agreement be expressed in writing, signed, and acknowledged by the State and the Concessionaire or their successors in interest.

An amendment is required to change the Concessionaire's name as listed in this Contract upon receipt of legal documentation to support such change.

Notwithstanding any of the provisions of this contract, the parties may hereafter, by mutual consent expressed in writing, agree to modifications thereof, additions thereto, or terminations thereof, which are not forbidden by law. Such written modifications or additions to this contract shall not be effective until signed and acknowledged by the State and Concessionaire and approved in writing by the Department of General Services and the Attorney General of the State of California. The State shall have the right to grant reasonable extensions of time to Concessionaire for any purpose or for the performance of any obligation of Concessionaire hereunder.

52. PARAGRAPH TITLES

The paragraph titles in this contract are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope or intent of this contract, or in any way affect this contract.

53. CONTRACT IN COUNTERPARTS

This contract may be executed in counterparts, each of which shall be deemed an original.

54. INDEPENDENT CONTRACTOR

In the performance of this contract, Concessionaire and the agents and employees of Concessionaire shall act in an independent capacity and not as officers or employees or agents of the State.

55. ASSIGNMENTS AND SUBCONCESSIONS

No transfer, assignment, or corporate sale or merger by the Concessionaire that affects this contract or any part thereof or interest therein directly or indirectly, voluntarily or involuntarily, shall be made unless such transfer, assignment, or corporate merger or sale is first consented to in writing by State. Before State considers such assignment, evidence must be given to State that the proposed assignee qualifies as a "best responsible bidder" under the terms of Section 5080.05 of the Public Resources Code or "best responsible person or entity submitting a proposal" under the terms of Section 5080.23 of the Public Resources Code and the Bid Prospectus or Request for Proposals under which this contract was awarded and executed. To be effective, any such assignment must comply with applicable law including, without limitation on generality, Public Resources Code Sections 5080.20 and 5080.23.

56. UNENFORCEABLE PROVISION

In the event that any provision of this contract is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this contract have force and effect and shall not be effected thereby.

57. APPROVAL OF CONTRACT

This contract, amendments, modifications, or termination thereof shall not be effective until approved by State's relevant control agencies.

58. STATE'S DISTRICT SUPERINTENDENT

For purposes of this contract, the "District Superintendent" is the State representative indirect charge of Angel Island State Park and other units of the State Park System as may be assigned. The District Superintendent or designee is charged with the day-to-day administration of this contract and is the Concessionaire's initial contact with the State for information, contract performance, and other problems as might arise.

SAMPLE

IN WITNESS WHEREOF, the parties hereto warrant that they respectively have the requisite authority to enter this contract, binding the named parties for which they sign, and have executed this concession contract at the respective times set forth below.

CONCESSIONAIRE:

**STATE OF CALIFORNIA
DEPARTMENT OF PARKS & RECREATION
RUTH G. COLEMAN, DIRECTOR**

By: _____
Concessionaire

By: _____
Ruth G. Coleman

Title: _____

Title: Director, Department of Parks and Recreation

Date: _____

Date: _____

APPROVED:

APPROVED:

ATTORNEY GENERAL:

DEPARTMENT OF GENERAL SERVICES:

Approved as to legal sufficiency in accordance with the requirements of Sections 5080.02-5080.21 of the Public Resources Code.

**Edmund G. Brown, Jr, Attorney General
of the State of California**

By: _____
Deputy Attorney General

Dated: _____

SAMPLE

State of California – The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
TIBURON FERRYBOAT OPERATION
AT
ANGEL ISLAND STATE PARK

EXHIBIT “A”

SITE MAP

SAMPLE



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State of California – The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
TIBURON FERRYBOAT OPERATION

AT
ANGEL ISLAND STATE PARK

EXHIBIT “B”

In accordance with **paragraph 6** of this contract, the “**Minimum Annual Rent**” shall be adjusted at the beginning of **Contract Year five (5)** and every five Contract Years thereafter to reflect cumulative changes in the Consumer Price Index (CPI) since the commencement of the contract. Additionally, in accordance with **paragraph 8** of this contract, the performance bond shall be adjusted at the beginning of **Contract Year Five (5) and every fifth Contract Year thereafter** to reflect cumulative changes in the Consumer Price Index (CPI) since the commencement of the contract. CPI calculations shall be based on changes in the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U) Selected areas, all items index (1982-84=100) for San Diego, California. Calculations shall employ the following formula:

"Base Index" = CPI Index published for the first full month preceding the commencement date of this contract.

"Year End Index" = CPI Index for the final month of the subject contract year.



"Year End Index" - "Base Index"

Step #1: "Base Index" = % Change

Step #2: % Change x Year One (1) "Minimum Annual Rent"/Bond = Adjustment

Step #3: Year One (1) "Minimum Annual Rent"/Bond + Adjustment = New "Minimum Annual Rent"/Bond

DEPARTMENT OF PARKS AND RECREATION
TIBURON FERRYBOAT OPERATION
AT
ANGEL ISLAND STATE PARK

EXHIBIT “C”

DPR 54

Concessionaire’s Monthly Report of Operation

SAMPLE

| FOR DEPARTMENT COMPLETION | |
|---------------------------|----------------------|
| DISTRICT NO. 653 | PARK UNIT NO. 231 |
| ROC DOCUMENT NO. | |

CONCESSIONAIRE'S MONTHLY REPORT OF OPERATION

FOR THE MONTH OF _____, YEAR _____

(Instructions on reverse.)

| NAME OF CONCESSION Tiburon Ferry Service | | | | | |
|-----------------------------------------------------------------------------------------------------------------------------------|----------------|------------------------------------------------------|-----------------------------------------------------------------------------------------------|----------------------------------------------------------------------|---------------------|
| ADDRESS | | | CITY/STATE/ZIP CODE | | |
| DISTRICT | | | PARK UNIT Angel Island SP | | |
| TYPE OF RECEIPT | GROSS RECEIPTS | NUMBER OF UNITS <small>(WHERE APPLICABLE)</small> | CUMULATIVE GROSS TO DATE <small>(CONTRACT YEAR)</small> | PERCENT RATE OR AMOUNT PER UNIT DUE STATE | AMOUNT DUE TO STATE |
| Ferry Sales Tier I | | | | | |
| Ferry Sales Tier II | | | | | |
| Retail Sales | | | | | |
| Food and Beverages | | | | | |
| Maintenance Account | | | | | |
| Park Use Fees | | | | 100% | |
| | | | | | |
| | | | | | |
| | | | | | |
| SUBTOTALS | | | | | |
| | | | | ADJUSTMENTS <small>(EXPLAIN REASON ON REVERSE)</small> | |
| | | | | ***TOTAL DUE*** <small>(EXPLAIN REASON ON REVERSE)</small> | |
| MAINTENANCE FEES <small>(COMPLETE THIS SECTION IF APPLICABLE)</small> | | | | | |
| THIS MONTH'S MAINTENANCE FEE ALLOCATION _____ % x Monthly Gross Revenue = \$ | | | CUMULATIVE MAINTENANCE FEE ALLOCATION YEAR TO DATE _____ % x Cumulative Gross Revenue = \$ | | |
| AMOUNT SPENT ON ELIGIBLE MAINTENANCE THIS MONTH \$ | | | CUMULATIVE AMOUNT EXPENDED ON ELIGIBLE MAINTENANCE YEAR TO DATE \$ | | |
| SEASONAL CONCESSIONS <small>(COMPLETE THIS SECTION IF APPLICABLE)</small> | | EXACT DATE YOU CEASED OPERATIONS | | DATE YOU EXPECT TO RESUME OPERATIONS | |
| DECLARATION | | | | | |
| <i>I declare under penalty of perjury that the information on this form is accurate and complete to the best of my knowledge.</i> | | | | | |
| CONCESSIONAIRE'S SIGNATURE | | PRINTED NAME | | DATE | |
| TITLE/POSITION | | | | PHONE NO. () | |

State of California – The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
TIBURON FERRYBOAT OPERATION
AT
ANGEL ISLAND STATE PARK

EXHIBIT “D”

**Concessionaire’s Financial Statement
(DPR 86)**

CONCESSIONAIRE FINANCIAL STATEMENT

| | |
|---------------------|-------------------------------------------|
| CONCESSIONAIRE NAME | CONCESSION NAME |
| PARK UNIT NAME | REPORTING PERIOD From: _____ To: _____ |

A. CASH FLOW STATEMENT

| | | |
|------------------------------------------------------------------|-----------------------------------|-----------|
| GROSS SALES/RECEIPTS | | \$ |
| Less Returned Sales and Allowances | \$ _____ | |
| Less Sales Taxes | _____ | |
| Net Sales for Period | | \$ |
| Cost of Goods Sold: | | |
| Inventory at Beginning of Period | \$ _____ | |
| Add Purchases During Period | _____ | |
| Merchandise Available for Sale | _____ | |
| Less Inventory at Close of Period | _____ | |
| Less Cost of Goods Sold | | \$ |
| | GROSS PROFIT | \$ |
| LESS EXPENSES | | |
| Salaries & Wages <i>(do not include Concessionaire salaries)</i> | \$ _____ | |
| Rent to State | _____ | |
| Insurance | _____ | |
| Materials & Supplies | _____ | |
| Maintenance & Repairs | _____ | |
| Utilities <i>(including telephone)</i> | _____ | |
| Advertising | _____ | |
| Taxes & Licenses <i>(other than income & sales)</i> | _____ | |
| Legal & Accounting | _____ | |
| Travel & Transportation | _____ | |
| Interest | _____ | |
| Security | _____ | |
| Administrative Overhead | _____ | |
| Depreciation <i>(equipment)</i> | _____ | |
| Amortization <i>(improvements)</i> | _____ | |
| Other: | _____ | |
| | TOTAL EXPENSES | \$ |
| | NET PROFIT FROM OPERATIONS | \$ |
| | <i>(before income taxes)</i> | |

CONCESSIONAIRE FINANCIAL STATEMENT

| | |
|---------------------|-------------------------------------------|
| CONCESSIONAIRE NAME | CONCESSION NAME |
| PARK UNIT NAME | REPORTING PERIOD From: _____ To: _____ |

C. BALANCE SHEET

ASSETS

CURRENT ASSETS

Cash \$ _____
 Accounts Receivable _____
 Merchandise Inventory _____
 Notes Receivable (Less than 1 year) _____

TOTAL CURRENT ASSETS \$ _____

NONCURRENT ASSETS

Equipment/Property \$ _____
 Less Depreciation Reserve _____
 Net Equipment/Property Cost _____
 Prepaid Expenses _____
 Other: _____
 Other: _____

TOTAL NONCURRENT ASSETS \$ _____

TOTAL ASSETS \$ _____

LIABILITIES

CURRENT LIABILITIES

Accounts Payable \$ _____
 S & W Payable _____
 Short-Term Notes Payable _____
 Interest Payable _____
 Short-Term Loan Payable _____
 Other: _____
 Other: _____

TOTAL CURRENT LIABILITIES \$ _____

OTHER LIABILITIES

Other: _____ \$ _____
 Other: _____

TOTAL OTHER LIABILITIES \$ _____

TOTAL LIABILITIES \$ _____

CAPTIAL

OWNER'S EQUITY

Capital \$ _____
 Less Personal Drawing \$ _____
 Net Addition \$ _____
 Stockholder's Equity \$ _____
 Other: _____ \$ _____

TOTAL CAPITAL \$ _____

TOTAL LIABILITIES AND CAPITAL \$ _____

CONCESSIONAIRE FINANCIAL STATEMENT

| | |
|---------------------|-------------------------------------------|
| CONCESSIONAIRE NAME | CONCESSION NAME |
| PARK UNIT NAME | REPORTING PERIOD From: _____ To: _____ |

D. STATEMENT OF MONTHLY GROSS SALES/RECEIPTS

| | | | |
|----------------------------------------------------|-----------------------|----------------------|---------------------|
| Jan 20 ___ \$ _____ | April 20 ___ \$ _____ | July 20 ___ \$ _____ | Oct 20 ___ \$ _____ |
| Feb 20 ___ \$ _____ | May 20 ___ \$ _____ | Aug 20 ___ \$ _____ | Nov 20 ___ \$ _____ |
| Mar 20 ___ \$ _____ | June 20 ___ \$ _____ | Sept 20 ___ \$ _____ | Dec 20 ___ \$ _____ |
| TOTAL MONTHLY GROSS SALES/RECEIPTS \$ _____ | | | |

If the "Total Monthly Gross Sales/Receipts" above does not match the Cash Flow Statement "Gross Sales/Receipts," please explain below.

The undersigned declares and certifies that the above statement and the attached Cash Flow Statement, Schedule of Depreciation, and Balance Sheet are correct.

AUTHORIZED SIGNATURE

DATE



PRINTED NAME OF PREPARER

State of California – The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
TIBURON FERRYBOAT OPERATION
AT
ANGEL ISLAND STATE PARK

EXHIBIT “E”

**CONCESSION PERFORMANCE
EVALUATION/RATING**

DPR 531

CONCESSION PERFORMANCE EVALUATION

INSTRUCTIONS

The Concession Performance Evaluation form, DPR 531, is used to conduct concession performance evaluations. For assistance with completing this form, refer to the Concession Performance Evaluation Standards and Guidelines. In completing the DPR 531, note the following:

- Not all categories may apply.
- The OTHER category may be used for items required by contract but not already listed, such as Business Plan or Facility Development Plan.
- Some categories have higher point values.
- Some categories are scored only as COMPLIANCE/NONCOMPLIANCE.
- The rater must comment on any rating in which the concessionaire received a score other than SATISFACTORY OR COMPLIANCE.

To complete the form:

1. Add the points circled in each column and enter the total per column for each page.
2. Add the totals per column for page 1 and page 2, and enter where indicated.
3. Add the column totals for all categories together. Divide the sum by the maximum total points possible, then multiply by 100 to obtain the PERCENT RATING. (To obtain the maximum points possible, add the excellent and compliance points of the rated categories.)
4. Check whether the concessionaire received a rating of NONCOMPLIANCE/UNACCEPTABLE for any category rating. If so, the OVERALL RATING must be either NEEDS IMPROVEMENT or UNACCEPTABLE regardless of the PERCENT RATING.
5. If Item 4 above applies, proceed to Item 6. If not, check the appropriate OVERALL RATING based on the PERCENT RATING.
6. The employee conducting the evaluation signs the form as the rater, checks whether he/she has discussed the report with the concessionaire, and submits the report to the concessionaire.
7. The concessionaire reviews and signs the evaluation within 14 days of receipt, and submits the form to the District office for processing.

CONCESSION PERFORMANCE RATING

State of California - The Resources Agency
CALIFORNIA STATE PARKS

| DISTRICT | | PARK UNIT | | DATE | | | | |
|----------------------------------------------------------------------------------------------------------------------|-------------------------------------|--------------------|------------------|------------------------|----------------------------------|------------------|---------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CONCESSIONAIRE | | TYPE OF CONCESSION | | | | | | |
| CATEGORIES | | EXCELLENT (E) | SATISFACTORY (S) | NEEDS IMPROVEMENT (NI) | NONCOMPLIANCE/UNACCEPTABLE (NON) | COMPLIANCE (COM) | NOT APPLICABLE (NA) | COMMENTS |
| <i>Circle the appropriate points in each category. If category is not applicable, check not applicable (NA) box.</i> | | | | | | | | <i>Explain items which are rated excellent, needs improvement or noncompliance/unacceptable. Make recommendations for correction for NI and NON rating. Attach additional sheets as necessary.</i> |
| ACCOUNTING | RENTAL PAYMENT | 8 | 6 | 2 | 0 | | | |
| | MONTHLY DPR 54 SUBMITTAL | 4 | 3 | 1 | 0 | | | |
| | ANNUAL DPR 86 SUBMITTAL | 4 | 3 | 1 | 0 | | | |
| | MAINTAINS REGISTER JOURNAL/\$ TRAIL | | | | 0 | 4 | | |
| | OTHER: | | | | 0 | 4 | | |
| BONDS/INSURANCE | PERFORMANCE BOND | | | | 0 | 4 | | |
| | LIABILITY INSURANCE | | | | 0 | 4 | | |
| | FIRE INSURANCE | | | | 0 | 4 | | |
| | AUTOMOBILE INSURANCE | | | | 0 | 4 | | |
| | OTHER: | | | | 0 | 4 | | |
| CONSTRUCTION | REQUIRED IMPROVEMENTS | | | | 0 | 4 | | |
| | TIME SCHEDULE | | | | 0 | 4 | | |
| | PAYMENT BOND | | | | 0 | 4 | | |
| | OTHER: | | | | 0 | 4 | | |
| USE OF PREMISES | OPERATING DAYS/HOURS | 4 | 3 | 1 | 0 | | | |
| | AUTHORIZED GOODS/SERVICES | 4 | 3 | 1 | 0 | | | |
| | APPROPRIATE SIGNAGE/ADVERTISING | 4 | 3 | 1 | 0 | | | |
| | OTHER: | 4 | 3 | 1 | 0 | | | |
| QUALITY ASSURANCE | GOODS | 8 | 6 | 2 | 0 | | | |
| | SERVICES | 8 | 6 | 2 | 0 | | | |
| | PRICES (COMPETITIVE/POSTED) | 4 | 3 | 1 | 0 | | | |
| | CUSTOMER SERVICE | 8 | 6 | 2 | 0 | | | |
| | OTHER: | 4 | 3 | 1 | 0 | | | |
| TOTAL POINTS PER COLUMN | | | | | 0 | | | |
| PAGE 1 ONLY | | | | | | | | |

| CATEGORIES | | E | S | NI | NON | COM | NA | COMMENTS |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|----------------------------------------------|-------|----------------|------|-----------------------------------------------------------------------|-----------------------------------------------------------------------|----------|
| SAFETY | FIRE SAFETY/PREVENTION | 4 | 3 | 1 | 0 | | | |
| | GAS/ELECTRIC | 4 | 3 | 1 | 0 | | | |
| | GENERAL SAFETY | 4 | 3 | 1 | 0 | | | |
| | OTHER: | 4 | 3 | 1 | 0 | | | |
| FACILITY MAINTENANCE | INTERIOR - HOUSEKEEPING/CLEANLINESS | 4 | 3 | 1 | 0 | | | |
| | INTERIOR - FACILITY MAINTENANCE | 4 | 3 | 1 | 0 | | | |
| | EXTERIOR - HOUSEKEEPING/CLEANLINESS | 4 | 3 | 1 | 0 | | | |
| | EXTERIOR - FACILITY MAINTENANCE | 4 | 3 | 1 | 0 | | | |
| | GROUNDS - HOUSEKEEPING/CLEANLINESS | 4 | 3 | 1 | 0 | | | |
| | GROUNDS - FACILITY MAINTENANCE | 4 | 3 | 1 | 0 | | | |
| | MAINTENANCE PLAN | 4 | 3 | 1 | 0 | | | |
| | OTHER: | 4 | 3 | 1 | 0 | | | |
| INTERPRETIVE PROGRAM <i>(When Applicable)</i> | COSTUMES | 4 | 3 | 1 | 0 | | | |
| | MERCHANDISE AND INTERPRETIVE PLAN | 4 | 3 | 1 | 0 | | | |
| | FURNISHINGS AND INTERPRETIVE PLAN | 4 | 3 | 1 | 0 | | | |
| | EVENTS/ACTIVITIES AND INTERPRETIVE PLAN | 4 | 3 | 1 | 0 | | | |
| | IMPLEMENTATION OF INTERPRETIVE PLAN | 4 | 3 | 1 | 0 | | | |
| | OTHER: | 4 | 3 | 1 | 0 | | | |
| TOTAL POINTS PER COLUMN <i>PAGE 2 ONLY</i> | | | | | 0 | 0 | | |
| TOTAL POINTS PER COLUMN <i>PAGE 1 + PAGE 2</i> | | | | | 0 | | | |
| TOTAL POINTS RECEIVED FROM ALL CATEGORIES | | MAXIMUM POINTS POSSIBLE FOR RATED CATEGORIES | | PERCENT RATING | | ARE THERE ANY NONCOMPLIANCE OR UNACCEPTABLE RATINGS IN ANY CATEGORY?* | | |
| $\left(\frac{\quad}{\quad} \right) \times 100 = \#DIV/0!$ | | | | | | <input type="checkbox"/> Yes <input type="checkbox"/> No | | |
| OVERALL RATING <i>(Based on percent rating)</i> | | | | | | | | |
| <input type="checkbox"/> EXCELLENT (90% to 100%) <input type="checkbox"/> SATISFACTORY (70% to 89%) <input type="checkbox"/> NEEDS IMPROVEMENT (60% to 69%) <input type="checkbox"/> UNACCEPTABLE (less than 60%) | | | | | | | | |
| RATER'S SIGNATURE | | | TITLE | | DATE | | RATER DISCUSSED REPORT WITH CONCESSIONAIRE? | |
| | | | | | | | <input type="checkbox"/> Yes. Date: _____ <input type="checkbox"/> No | |
| <i>In signing this report I do not necessarily agree with the conclusion of the rater.</i> | | | | | | | | |
| CONCESSIONAIRE'S SIGNATURE | | | | TITLE | | DATE | | |
| | | | | | | | | |

***NOTE:** A rating of UNACCEPTABLE or NONCOMPLIANCE in any category will result in an overall rating of no higher than NEEDS IMPROVEMENT.

DEPARTMENT OF PARKS AND RECREATION

TIBURON FERRYBOAT OPERATION

AT

ANGEL ISLAND STATE PARK

EXHIBIT “F”

DRUG-FREE WORKPLACE CERTIFICATION (STD. 21)

DRUG-FREE WORKPLACE CERTIFICATION

STD. 21 (Rev. 12/93)(CA ST PKS, EXCEL 4/9/1999)

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized to legally to bind the contractor or grant recipient to the certification described below. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

| | |
|----------------------------------------------------------------------------------------------------------------|------------------------------------------------------|
| CONTRACTOR/BIDDER FIRM NAME | FEDERAL ID NUMBER 562283357 |
| BY (Authorized Signature)  | DATE EXECUTED |
| PRINTED NAME AND TITLE OF PERSON SIGNING Norma Morales TITLE Owner | TELEPHONE NUMBER (Include Area Code) 619-723-8778 |
| CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS 4717 Camberley Court | |

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace,
 - (b) The person's or organization's policy in maintaining a drug-free workplace,
 - (c) Any available counseling, rehabilitation and employee assistance programs, and
 - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(c), that everyone who works on the proposed contract or grant:
 - (a) Will receive a copy of the company's drug-free workplace policy statement, and
 - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
4. At the election of the contractor or grantee, from and after the "Date Executed" and until _____^(DATE) (NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, then the terms and conditions of this certificate shall have the same force, meaning, effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

**DEPARTMENT OF PARKS AND RECREATION
TIBURON FERRYBOAT OPERATION
AT
ANGEL ISLAND STATE PARK**

**EXHIBIT “G”
OPERATION PLAN**

From Successful Proposal

(Attach After Approved By State)

**DEPARTMENT OF PARKS AND RECREATION
TIBURON FERRYBOAT OPERATION
AT
ANGEL ISLAND STATE PARK**

EXHIBIT H

FERRYBOAT AND MAINLAND DOCK FACILITY PLAN

**From Successful Proposal
(Attached After Approval By State)**

**DEPARTMENT OF PARKS AND RECREATION
TIBURON FERRYBOAT OPERATION
AT
ANGEL ISLAND STATE PARK**

EXHIBIT I

INTERPRETIVE PLAN

**From Successful Proposal
(Attached After Approval By State)**