

CONCESSIONS

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CONCESSIONS

CONCESSIONS

1700

A concession is defined as the authority to permit specific use of park lands and/or facilities for an extended period of time. Concessions provide the public with goods and services which the Department cannot provide as conveniently or efficiently, or permit limited use of park lands, when compatible with Public Resources Code (PRC) Sections 5080.03 et. seq., California State Park and Recreation Commission Policy Number 19, and Department of Parks and Recreation Concession/Operating Agreement Policy (Sample 1700). Concessions should provide needed and appropriate visitor services at fair and reasonable prices which are competitive with similar businesses outside the State Park System, while allowing an equitable profit for the entrepreneur and an adequate rental return for the State. Park and Recreation Commission Policy 19 states that the Department is to generally avoid entering into concession agreements for facilities, products, or programs that are adequately provided for at a short distance outside state park boundaries.

AREAS OF RESPONSIBILITY

1710

The Concessions Program, administered by the Concession Programs Division, consists of concession contracts, operating agreements, and all related issues. The Concession Programs Division is responsible for the development, execution, and general administration of concession contracts and operating agreements, while the responsibility for the day-to-day monitoring and administering of these contracts and agreements lies with Field Operations.

CONCESSIONAIRE

1710.1

- Operates concession in accordance with the agreement.
- Maintains compatible relations with State personnel and the public.

DISTRICT SUPERINTENDENT

1710.2

- Ensures overall contract performance.
- Makes recommendations to the Region and the Concession Programs Division for improvements or additions to existing concessions, new concessions, or termination of concessions in breach of contract.
- Understands requirements of each concession contract.
- Monitors expiration dates of insurance policies and performance bonds to be sure they do not expire.
- Obtains and distributes to the appropriate offices the following:
 - (1) Monthly rental payments and DPR 54, Concessionaire's Monthly Report of Operation.
 - (2) DPR 86, Concessionaire's Financial Statement.
- Computes and assesses late charges for overdue payments. Prepares DPR 49, Delinquent Notice to Concessionaire. (Under extenuating circumstances may recommend in writing to the Regional Director that a late fee be waived.)
- Reviews all financial statements submitted by concessionaire for accuracy.
- Recommends the sale of alcoholic beverages to the Concession Programs Division where appropriate.
- Develops contracts of one year or less with input from the Concession Programs Division, and conducts public bid if more than one person is interested in the concession.
- Assists the Concession Programs Division in preparing prospectuses, interpretive elements, and contracts.
- Conducts regular formal and informal evaluations of concessionaires' performance using DPR 531, Concession Review Report, inspecting for cleanliness, attitude in dealing with the public, safety hazards, quality, variety, appropriateness, and prices of goods sold or services rendered (DOM 1740).

REGIONAL DIRECTOR

1710.3

- Requires contract performance and its supervision by the District Superintendent.
- Makes recommendations for improved or proposed concessions.
- Reviews and approves/disapproves contracts of one year or less.
- Provides input on prospectuses, contracts, and amendments as prepared by the Concession Programs Division.
- Reviews and approves/denies requests from District Superintendents to waive concessionaire late fees due to extenuating circumstances.
- Advises District Superintendents on concession performance issues, preparation of one year contracts, and bid processes.
- Acts as liaison between Headquarters Offices and District Offices.
- Maintains copies of all contracts, documents, and resource materials.

CONCESSION PROGRAMS DIVISION

1710.4

- Develops concession contracts with input from appropriate offices and divisions (DOM 1720.1).
- Conducts public bid (DOM 1720.3), including:
 - (1) Preparing prospectuses.
 - (2) Soliciting bids.
 - (3) Notifying appropriate legislators.
 - (4) Coordinating pre-bidders conferences.
 - (5) Evaluating bids and bidders.
 - (6) Coordinating Contract Award Board meetings.
 - (7) Requesting insurance and performance bonds.
 - (8) Processing contracts through General Services and the Office of the Attorney General.
- Conducts feasibility studies on proposed concessions.
- Prepares amendments to contracts as directed by Regions and Districts.
- Maintains liaison with legal counsel during contract disputes.
- Prepares material for the Park and Recreation Commission on bid or negotiated contracts, amended contracts, and contracts including the sale of alcoholic beverages.
- Prepares annual financial statement for all concessions and operating agreements.
- Maintains a mailing list of persons interested in concession opportunities.
- Prepares legislative packages for concessions requiring legislative review (over \$250,000).

DIVISION OF ADMINISTRATION

1710.5

- Receives and records DPR 54s and rental payments (Accounting Section).
- Maintains copies of all agreements, bid documents, insurance forms, and correspondence (Central Records).
- Processes contracts through DPR legal counsel, Director's Office, Attorney General's Office, and General Services' Office of Legal Services, and Office of Insurance and Risk Management (Contract Services).

- Provide input to the Concession Programs Division and District Offices during the preparation of concession contracts and prospectuses.
- Assist the Concession Programs Division and Districts in:
 - (1) Evaluating bids (Audits Office, and other offices as needed).
 - (2) Developing interpretive programs (Office of Interpretive Services)
 - (3) Constructing or remodeling concession buildings (Development Division, Office of Historic Preservation).
 - (4) Evaluating proposed concessions (Development Division, and other offices when appropriate).
 - (5) Providing legal opinions (Legal Office).
 - (6) Transmitting legislative packages to the Legislature (Budget Section).
 - (7) Performing audits on concession operations (Audits Office).
 - (8) Reviewing and submitting information to the Park and Recreation Commission (Assistant Secretary to the Commission).

CONCESSION CONTRACTS

1720

CONTRACT DEVELOPMENT

1720.1

All contracts contain basically the same language with elements added or removed for each unique concession. Central Records maintains originals of all contracts, with the Districts and Regions maintaining copies of their respective contracts.

Contracts for one year or less may be developed and negotiated by Districts with assistance from Regional Offices and the Concession Programs Division (CPD), or by the CPD if requested. Contracts for one year or less are approved by the Regional Director, with executed copies distributed to the concessionaire, Region, District, CPD, and Central Records. Contracts with a term longer than one year are prepared by the CPD with assistance from other departmental offices and are approved by the Director, Office of the Attorney General, and General Services' Office of Legal Services, and Office of Insurance and Risk Management.

Any contract with an estimated annual gross over \$250,000 or which requires an estimated investment of over \$250,000 by the concessionaire, must go before the Legislature for approval prior to its development or before the bid/negotiation process begins. The Concession Programs Division prepares an analysis of the concession for the Legislature's review and discussion at budget hearings through the annual budget process.

In situations where a change must be made to a proposed concession previously presented to the Legislature, or when the Public Works Board has determined that the proposed concession could not wait to be presented to the Legislature without adverse impact to the public's interest, the project may be submitted to the Public Works Board for review and approval (PRC Section 5080.20(c)). The CPD takes the lead in preparing the document for Public Works Board approval.

NEGOTIATED/INTERPRETIVE CONTRACTS

1720.2

Contracts may be negotiated in accordance with Public Resources Code Section 5080.16. District and Regional Offices may request the Concession Programs Division to pursue a negotiated or interpretive contract, as opposed to the public bidding process. The Concession Programs Division submits a recommendation to the Director's Office for review.

Upon Director's Office approval, the CPD, as requested by District and Regional Offices, prepares a draft contract for general Department review. The CPD will also submit information notifying the State Park and Recreation Commission of the Department's intent to negotiate a contract in excess of two (2) years. Upon completion, the CPD submits the executed contract for approvals through the Contract Services Unit.

Contracts should be put to public bid whenever feasible. When a two year or less contract or interpretive concession has proven successful, efforts should be made to determine whether a public bid would prove beneficial/cost effective (California State Park and Recreation Commission Policy Number 19).

Contracts having a term of more than two years, or two year or less contracts with more than one interested operator, are subject to public bidding. The Concession Programs Division conducts the bidding process for contracts with a term longer than one year, while the District with assistance from the Region and the CPD conducts a local bidding process for one year or less contracts when interest is expressed by more than one person. (For exceptions to public bidding, see DOM 1720.2.) Concessions going to bid with an annual gross of \$250,000 or more must be submitted by the CPD to the Legislature for approval prior to public bidding.

BID PROCESS FOR CONTRACTS WITH A TERM OF MORE THAN ONE YEAR

1720.31

For contracts with a term of more than one year, the CPD is responsible for the following actions:

(Process may be adapted for one year or less contracts at the District level with Region as approval agency.)

1. Prepares a draft prospectus and contract and distributes to the District, Region, and Headquarters Offices for review and comments.
2. Requests authority from the State Park and Recreation Commission to sell alcoholic beverages, if necessary, and prepares resolutions and supporting materials.
3. When comments are received, schedules the bid opening date, location and pre-bidders conference, and finalizes, reproduces and distributes the prospectus to the District and Regional Offices for sale. The District and Regional Offices should complete a DPR 648, Summary of Sales, recording the buyer's name, address and phone number, and issue a receipt for each prospectus sold.
4. Sends informational copies of prospectuses to appropriate legislators, the State Park and Recreation Commission, and the Legislative Analyst's Office.
5. Sends a copy of DPR 532, Notice to Bidders and Invitation to Bid, contract summary, and general information to persons on mailing list.
6. Prepares letters to appropriate newspapers for advertisements. Notice is to appear under "Legal Notices" once a week for two consecutive weeks in a newspaper of general circulation in the county in which the concession is located (PRC Section 5080.07). An advertisement must be placed in the State Contracts Register under the "Miscellaneous Service Category". Advertising may be placed in other newspapers under "Business Opportunities". Minority newspapers should be used whenever possible.

A minimum of six weeks should be allowed from the time a concession opportunity is advertised until the bid opening.

7. On date and time set, publicly opens and records bids as follows:
 - a. Obtains two impartial witnesses.
 - b. Appoints someone to act as recording secretary to record bids, using DPR 193, Record of Bid Opening (Sample 1720.31A).
 - c. At scheduled time, announces that bids will no longer be accepted.
 - d. Turns to page 1 of DPR 532B, Bid Proposal. Reads and spells aloud the bidder's name and place of residence. If percentage appears to have a qualification statement of some kind, states either that the bid is disqualified or that it will be reviewed by our legal counsel.
 - e. Turns to page 2 and reads bid. Verifies that the proposal is signed and states whether the bidder is an individual, partnership, corporation, etc.
 - f. Verifies that a bidder's bond or cashier's check in the correct amount is enclosed (no personal checks).
 - g. Verifies that a DPR 398, Prospective Concessionaire Questionnaire, is enclosed and is completely filled out. If it is not, announces the problem and states that the bid will be reviewed by our legal counsel.

- h. After each bid has been opened and read, allows each witness to inspect and verify its contents.
 - i. When all bids are opened, read and reviewed by witnesses, has witnesses sign the DPR 193.
 - j. If no bids are received, notes that fact on the DPR 193 and has witnesses sign.
8. Sends bid deposits to the Accounting Section using DPR 751, Bid Security (Sample 1720.31B).
 9. Sends a letter to each bidder listing bids received (copies to Region and District).
 10. Evaluates bids and financial references. Each bidder is evaluated on the following point basis:

<u>Factors</u>	<u>Points</u>
I. Ability to Finance	(Pass/Fail)
II. Credit Record (Score One):	
Excellent	(4)
Satisfactory	(3)
Unacceptable	(0) Fail
III. Experience (Score One):	
Same Business Experience	(5)
Similar Business Experience	(3)
Unrelated Business Experience	(1)
Unrelated Experience	(0) Fail
IV. Ability to Perform (Score One):	
Excellent	(5)
Very Good	(4)
Good	(3)
Satisfactory	(2)
Needs Improvement/Weak	(1)
Unacceptable	(0) Fail
V. Percentage Bid/Rental to State	(0/Fail to 10)
VI. Interpretive Plans - where applicable (Score One):	
Excellent	(4)
Good	(3)
Satisfactory	(2)
Needs Improvement/Weak	(1)
Unacceptable	(0) Fail
VII. Minority Person or Business	(2)
VIII. Small Business Factor	(2)

A fail in categories I, II, IV, V, or VI is cause for bid rejection. The failure of any category will be determined by a majority vote of the members of the Concession Contract Award Board voting.

11. Coordinates Concession Contract Award Board meeting through chairman.
12. Prepares an in-depth, detailed report examining each bidder's experience, reputation, business and financial background, then forwards bid packages and report to the Concession Contract Award Board members at least one week prior to the scheduled meeting. The Award Board reviews bids and CPD's analysis, ranks bidders according to set criteria, and recommends to the Director the awarding of the contract to the best responsible bidder.

The Concession Contract Award Board consists of five permanent members appointed by the Director. The Award Board is chaired by the Chief Deputy Director for Operations, and consists of the Chiefs of the Development Division, the Planning Division, and the Office of Interpretive Services, and a representative from the Office of Small and Minority Business.

Since the Award Board examines and discusses confidential matters, meetings are closed to the public. However, other departmental or nondepartmental persons with special knowledge or expertise may be called upon to appear before the Board.

13. Prepares a letter from the Chairman of the Award Board recommending "best responsible bidder" to the Director.
14. Sends a letter to the successful bidder with copies to the Regional and District Offices, Accounting Section, State Park and Recreation Commission, and appropriate legislators.
15. Sends a letter to unsuccessful bidders notifying them of the Director's findings.
16. Using DPR 751, instructs the Accounting Section to return unsuccessful bidders' deposits.

Each prospectus contains the following information and instructions should a bidder wish to protest the awarding of a bid:

Title 14, California Code of Regulations, Chapter 3, Section 4400. Procedure, Concessions: "When a concession for the State Park System is proposed to be let at public bid by the director, in excess of two years, other than a negotiated contract under Section 5080.16 of the Public Resources Code, any person protesting or objecting to the same, or desiring so to protest or object, may within ten days of the opening of bids file with the director of Parks and Recreation his verified petition, setting forth his objections, the reasons therefor, and points and authorities in support thereof, and may at the time of filing said petition demand in writing a hearing thereon. A copy of such petition shall be served upon the attorney general within such ten-day period..."

If a protest is received, the CPD coordinates a hearing through the administrative law judge, obtains legal counsel from the Attorney General's Office, and proceeds in accordance with the outcome of the hearing.

17. Prepares the final contract, then sends the contract (original and six copies) and a request for proof of insurance and performance bond to the concessionaire through the District Superintendent. (For more information, see DOM 1720.5 and 1720.6.) The DPR 267A, Insurance Information Sheet, and DPR 169A, Certificate of Insurance for Concession Contracts/Special Events, may assist the concessionaire in obtaining insurance.
18. When the contract, insurance forms and a copy of the performance bond are received, prepares the package to be routed for appropriate approvals. Package includes:
 - Contract
 - Insurance forms
 - Copy of Performance bond
 - Verification of Bid Process (Exhibit 24)
 - Cover memo to Chief Deputy Director
 - All bid proposals

 - Copies of advertisements
 - STD. 15, Contract Transmittal and Pre-Evaluation
 - Prospectus
 - DPR 193, Record of Bid Opening
 - Evaluation of Bids
 - Recommendation from Award Board
19. Submits the package to the Contract Services Unit for approvals. The package is routed by Contract Services to the Legal Office, Director's Office, Office of the Attorney General, and General Service's Office of Insurance and Risk Management and Office of Legal Services.
20. When the package returns fully approved, instructs Accounting Section to return the concessionaire's bid deposit using DPR 751 and distributes the approved contract as follows: (1) Concessionaire, (2) Region, (3) District, (4) Concession Programs Division, (5) General Services Office of Legal Services, (6) Central Records (original), extra as needed.
21. Concession operation begins under direction of the District Superintendent.

Concession facilities are usually modified or constructed in one of two ways. First is the modification of an existing concession facility by and at the request of the existing concessionaire under an existing contract, and second is the modification or new construction of a concession facility desired by the Department and required in a new concession contract (usually offered through the public bidding process).

PROCESS FOR EXISTING FACILITY MODIFICATION UNDER AN EXISTING CONTRACT
AT THE CONCESSIONAIRE'S REQUEST

1720.41

1. The concessionaire approaches the District Superintendent or designee with a written request to modify an existing concession facility.
2. If the Superintendent supports the concept of the modification as proposed by the concessionaire, the Superintendent or designee coordinates a meeting to discuss the proposed modifications with the concessionaire, Region, Development Division, Concession Programs Division and any others as appropriate (i.e., Interpretive Services, Regional Historian, Office of Historic Preservation).

At this meeting, all issues and concerns should be discussed and addressed (i.e., appropriateness, general plan compliance, cost effectiveness, interpretive and historical issues). Any outstanding issues should be resolved through the District Superintendent prior to any further action. Any necessary amendments and permits should be discussed (contract and general plan amendments, Coastal Commission permits, etc.).
3. The Concession Programs Division obtains legislative approval, if necessary, and amends the contract. The Development Division obtains or assists in obtaining necessary permits and a general plan amendment if necessary.
4. The Development Division becomes the lead Division during the modification process and appoints a Project Manager.
5. The Project Manager instructs the concessionaire to submit plans in accordance with the Plan Approval Process outlined in DOM 1720.43.
6. Upon receipt of the plans, the Project Manager distributes copies of the plans to the participating District, Region and all affected Divisions, giving them at least 10 days to respond.
7. The District, Region, and Divisions review and return comments to the Project Manager. Should any issues arise, the Development Division is responsible for resolving them.
8. The Project Manager responds to the concessionaire by either approving, denying with explanation, or requesting correction with resubmittal within 45 days after receipt of the plans.
9. The Project Manager continues working with the concessionaire to obtain approved wording, drawings and all required permits, and monitors construction until the Notice of Completion is filed.
10. The Development Division keeps the participating Divisions, District and Region up to date throughout the process until completion, and distributes all correspondence between the concessionaire and the Development Division to participating offices. The Development Division notifies the District and all other participating offices of any changes in plans or issues raised after the initial "start-up" meeting (Item 2 above).
11. Should the concessionaire fail to perform modifications in accordance with the contract or approved plans, the Development Division resolves the problems with the concessionaire or notifies the Concession Programs Division and District for possible "Breach of Contract" action.

PROCESS FOR FACILITY MODIFICATION OR NEW CONSTRUCTION REQUIRED IN A NEW CONCESSION CONTRACT

1740.42

When a new concession contract is offered by the Concession Programs Division through either the public bidding process or negotiation, the Department may include in the contract a requirement for modification of an existing building or construction of new concession facilities. In such cases, improvement guidelines and schematics prepared by the Development Division describing the required work will be incorporated into the contract. The concessionaire must adhere strictly to these guidelines and schematics, but may offer improvements above those required in the contract subject to Development Division approval.

When the contract is fully executed, the Concession Programs Division shall provide Development Division with a copy of the approved contract.

The Concession Programs Division shall provide the concessionaire with a copy of the fully executed contract and arrange for a meeting with the concessionaire, Development Division, District and others as necessary to discuss the procedure for submitting the plans and specifications as specified by the contract. The concessionaire's plans and specifications must be prepared in accordance with the contract and submitted within the specified timeframe directly to the Development Division Project Manager for review and approval.

The Development Division will be the lead Division throughout the development phase of the project and will work directly with the concessionaire. The Development Division shall keep participating Divisions and District up to date at all times throughout the process, and shall distribute all correspondence between the concessionaire and the Development Division to all participating or affected offices. The Development Division shall notify the District and all participating offices of any issues that may arise, including the concessionaire's failure to perform as required in the contract.

PLAN APPROVAL PROCESS

1720.43

The Plan Approval Process attached to contracts is as follows:

Definitions and Procedures for Approval of Schematics, Preliminary Plans, and Working Drawings

A. General:

1. All plans and exhibits shall be submitted with a transmittal letter signed and dated by the submitter and indicating the number of sheets and items being submitted and the purpose for which they are being submitted.
2. All plans and exhibits shall be submitted on 24" x 36" standard sheets with a title block indicating the following:
 - a. Name of project.
 - b. Location of project.
 - c. Name and address of consultant or submitter.
 - d. Date of submittal.
 - e. Number of sheets.
 - f. A space 4" x 6" directly above the title block for approvals.
 - g. The word "Schematics" or "Preliminaries" or "Working Drawings" directly above the title block on each sheet.

B. Schematic Design Phase:

1. Definition: Schematics shall consist of:
 - a. A program statement indicating the major spaces and their proposed uses and individual or special features or support needed. A discussion of the style, features, materials or other items that will describe the structure or facility.
 - b. A site plan, with diagrammatic indications showing relationships of Project Components. These components shall include (but are not limited to) location, parking, roads, topography, utilities, and other major features.
 - c. Floor plans of all of the principal areas labeling the major spaces and functions at 1/4" scale.
 - d. Two elevations showing major materials and features at 1/4" scale.
 - e. Statement of Probable Project Construction Cost.

C. Design Development Phase:

1. Definition: Preliminaries shall consist of:

- a. Outline specifications of all 16 of the C.S.I. sections (if necessary) indicating materials, equipment, and special features or items.
- b. A floor plan drawn at 1/4" scale with dimensions and notes that clearly show the scope of the work and individual materials.
- c. A section through the building showing the structural system and the individual use of materials and finishes. Note: More than one section is required if the building or facility is complex enough to warrant additional information.
- d. Two elevations drawn at 1/4" scale of the exterior of the building or buildings indicating materials, heights, and other related information.
- e. A site plan showing location, orientation, utilities, parking, roads, and other related information. Note: If only interior work is to be accomplished, then a project location map can be submitted for a site plan requirement.
- f. A further Statement of Probable Construction Cost.

D. Working Drawings:

1. Definition: Working drawings shall consist of:

- a. Specifications for the work to be accomplished. Specifications shall follow an organized format (such as C.S.I.) and shall be a complete description of materials, methods of installation, standards of craftsmanship, and finishes required in the completed project.
- b. Plans, site plans, elevations, sections, details, schedules and other common and necessary items for the construction of the proposed project. Plans and elevations shall be drawn at a minimum scale of 1/4" = 1'-0". Sections shall be drawn at a minimum scale of 1/2" = 1'-0". Details shall be drawn at a minimum scale of 1-1/2" = 1'-0". Mechanical, electrical, plumbing, finish, door and other schedules shall be complete and include all information necessary for construction.
- c. Working drawings shall reflect the content and scope of the approved preliminary drawings. Changes in the preliminary drawings that affect the materials, scope, scale, size or intent of the project or portions of the project shall require resubmittal of preliminary plans for approval.
- d. Drawings shall be signed by a licensed architect, and other consultants as needed. It is the responsibility of the submitter to obtain such permits as: Coastal permits, Handicap Accessibility, Fire Marshal, State Police and others as necessary prior to proceeding with construction.

E. Submittal Procedure (all phases):

1. Submit five (5) copies of the plans, specifications and other material required in the prospectus to:

State of California
Department of Parks and Recreation
Development Division
Architecture Section
Attention: (Project Manager)

2. The State will retain four (4) copies and return one (1) set marked in the following manner:
 - a. "Approved". The plans are approved as submitted.
 - b. "Revise and Resubmit". The plans will be approved when the changes noted are made and resubmitted to the Project Manager. The approval date does not start until they have been resubmitted and approved.

- c. Submittals that are incomplete will be returned to the submitter marked "Incomplete" without approval.
- d. The review period for the State shall begin upon the receipt of "Complete" project documents.

3. Written approval of each phase is required before proceeding to the next phase.

INSURANCE

1720.5

Before the CPD can process a contract for approvals, the concessionaire must provide proof of insurance. DPR 267A, Insurance Information Sheet (Sample 1720.5A) is available to assist concessionaires in obtaining insurance, as well as DPR 169A, Certificate of Insurance for Concession Contracts/Special Events (Sample 1720.5B), which may be used by insurance companies in lieu of an "insurance binder."

District Offices should monitor each concession's insurance expiration dates and take appropriate action. Copies of insurance policies should be forwarded to the CPD and Central Records. DPR 520, Insurance and/or Bond Requirement (Sample 1720.5C), is available for requesting insurance and bond documents from concessionaires.

LIABILITY INSURANCE

1720.51

The Department usually requires the following minimum liability insurance:

- \$300,000/\$500,000 bodily injury,
- \$100,000 property damage,
- \$100,000 products liability, unless contract requires other coverage.

Insurance coverage for more hazardous activities, such as horseback riding concessions, should be set at \$1,000,000. When a concessionaire is having problems obtaining insurance or has had their policy cancelled, the concession should cease operations until such time as insurance is obtained or, in certain circumstances, lowered.

In addition, the policy must contain the following endorsements:

1. The State of California, its officers, employees, and servants are included as additionally insured but only insofar as operations under the contract or permit are concerned.
2. The insurance policy will not be cancelled or reduced without thirty (30) days prior written notice to the Department of Parks and Recreation.

FIRE INSURANCE

1720.52

The Department's policy for fire insurance coverage (when included in the contract) requires an amount equal to ninety percent (90%) of the full replacement cost and/or value of concession building(s) and any other improvements on the property provided by either State or concessionaire. The policy must cover fire damage from all causes (except floods and earthquakes), and must include the following endorsements:

1. Payments made under the policy shall be used to repair or rebuild the insured premises, and if not so used, such payments shall be made to the State. The proceeds of any such insurance payable to the State shall be used for rebuilding or repair as necessary to restore the premises, at the discretion of the State.
2. The State of California, Department of Parks and Recreation, will be notified in writing at least thirty (30) days in advance of any cancellation or reduction of the policy.

BONDS

1720.6

There are three possible bonds which may be required by a concessionaire: bid deposit, performance bond, and payment bond. All bonds are submitted by the CPD to the Accounting Section.

BID DEPOSIT

1720.61

The bid deposit accompanies a bidder's proposal and is an assurance that the bidder will accept the concession if he/she is selected as the "best responsible bidder". The bid bond for a concession contract is usually determined by the size and complexity of the contract. For a concession with an annual gross of \$250,000 with an annual return of \$25,000 and an extensive interpretive element, the security might be \$5,000. Bid security deposits are to be in the form of a cashier's check or a bid bond issued by a corporate surety licensed to transact surety business in the State of California. No personal checks are accepted. In the case of the unsuccessful bidder, the deposit is returned after the contract has been awarded. In the case of the successful bidder, the security is returned after the contract has been fully executed, approved, and all insurance documents have been submitted.

PERFORMANCE BOND

1720.62

The performance bond is submitted by the successful bidder within 30 days of the Director's awarding of the contract. The performance bond ensures that the concessionaire will perform the requirements of his/her contract. Should the concessionaire abandon or damage state park property, the State will demand compensation from the bonding company, or may retain the security deposit as compensation. The value of the performance bond is usually the amount of one year's rent, while not less than \$5,000. The bond is returned when the contract ends, providing there has been no damage to park property.

In lieu of a performance bond, the concessionaire may substitute a deposit of funds acceptable to the State. Interest on the deposit shall accrue to the concessionaire.

PAYMENT BOND (LABOR AND MATERIALS)

1720.63

The payment bond is required when some type of construction is included in the contract. The bond ensures that in the event a concessionaire fails to complete a project, the bonding company will complete construction and pay off all debts. The value of the bond is 90% of the estimated cost of construction and is due prior to commencing construction. The bond is returned when the construction is completed and approved.

REVENUE COLLECTION AND REPORTS

1730

REVENUE

1730.1

Within 15 days following the end of each month, most concessionaires are required to submit a DPR 54, Concessionaire's Monthly Report of Operation (Sample 1730.1), along with payment of monthly rent to the District Superintendent. The District Office should date stamp the DPR 54 (in case late charges need to be assessed) and review it for accuracy. In some cases, a contract will state that the percentage due for rental payment increases/decreases once the cumulative gross reaches a certain amount. At that time, the concessionaire should be notified that he/she has now reached a higher/lower percentage rate, and payments should be adjusted.

The District should then transmit a DPR 197, Report of Collections, with rental payment and a DPR 54 to the Headquarters' Accounting Section. Districts should also forward a copy of DPR 54 to the CPD and keep a copy for District records.

DELINQUENT PAYMENTS

1730.11

If payment is not received in the District Office by the due date, the District Superintendent should immediately contact the concessionaire and request payment. If payment is not made at that time, the District should serve the concessionaire with a DPR 49, Delinquent Notice to Concessionaire (Sample 1730.11), requesting payment within five days and, as stated in most contracts, assess a 5% to 10% late charge. It is advisable to send DPR 49s by registered mail or, if delivered in person, document the date, time, and person who served the notice. Copies of DPR 49s are sent to the Regional Office and the CPD.

If payment is still not received within five days, the District Superintendent should advise the CPD so that further action can be taken, with an eventual termination through the Office of the Attorney General.

In rare cases, because of extenuating circumstances (illness, death, natural disasters), it is unfair to charge a late fee. The District Superintendent may prepare a written request with justification for the Regional Director's approval. It is crucial that this approved request be retained on file for audit purposes. When an audit is conducted and such documentation is not available, the audit will show delinquent late fees.

PROFIT/LOSS STATEMENT

1730.2

Most contracts with terms of one year or longer now state that the concessionaire must submit to the District Superintendent no later than 45 days after the end of each fiscal year (June 30), a DPR 86, Concessionaire's Financial Statement. The District should request the statement and follow up as needed. Copies are kept in the District Office and distributed to Headquarters' Accounting Section and the CPD. This information is extremely important when preparing prospectuses for public bid and calculations for feasibility studies.

In addition, if a contract is terminated, a DPR 86 for the period of operation must be submitted to the District within 15 days after termination.

PERFORMANCE AND EVALUATION

1740

Evaluation of each concession operation is an ongoing responsibility of the District Superintendent. Daily observations should be made by staff for cleanliness of the grounds surrounding concession, cleanliness of the building, sanitation, safety hazards, and attitude of employees.

Indepth inspections should be scheduled at regular intervals, depending on the concession. Concessions with continual problems or violations should be inspected as often as once a month, while those smoother running concessions can be inspected annually.

Inspections should be reported on the DPR 531, Concession Review Report (Sample 1740), with copies distributed to the CPD, Region, District, and concessionaires. It is important that this form be used as it can serve as documentation for opposing or supporting an extension, negotiation, or bid, as well as documentation for termination. Evaluation reports may be requested by the CPD for submittal to the Contract Award Board to accompany a current concessionaire's bid.

The District Superintendent may require a concession to temporarily close for business for safety violations until such violations are corrected. When, as a result of habitual contract violations, the District Superintendent deems termination of a contract is appropriate, he/she may terminate a contract with a term of one year or less by notifying the concessionaire in writing, or request the CPD to prepare termination. For contracts with terms of more than one year, the Superintendent should furnish CPD with a request for termination and all documents supporting this action. When necessary, termination of long term contracts will be referred to the Office of the Attorney General (see DOM 1750.3).

CONCESSION STANDARDS

1740.1

The concession system covers a broad spectrum of various types of services and facilities, from complex marinas to campfire wood vending. The standards presented here define what the project should be and the regulations which provide for safe and healthy activities. These standards are presented in broad terms and should be adaptable to individual concessions and concession contracts. Each standard can be built upon, individualized, and expanded to fit a particular situation. A satisfactory concessionaire is one who maintains the concession operation in the highest attainable operating condition consistent with that type of operation, in accordance with the concession contract.

QUALITY FACILITIES

1740.11

Quality generally implies a high standard regardless of what it is. Quality shall mean "the best available for the price charged".

QUALITY SERVICE

1740.12

Service provided the park visitor through the concessionaire shall be of such quality and in such quantity as is expected for any given operation. It should be compatible with what the visitor and the State desire and meet the expectations of both. It should be pleasing and promote the image of the park.

RATES

1740.13

Prices charged for services within park units are based primarily on comparability. Rates should reflect a desire to satisfy the needs of various economic and social classes. A reasonable price so established shall be consistent with accepted costs of a given locale and in a range acceptable by most all income level groups with the emphasis on dollar value. The price range shall include a price at the lower end of the economic scale as may be appropriate for the facility and service provided. Rate policies for children should be established when desirable.

CLEANLINESS

1740.14

All concession operations should maintain a state of cleanliness which is normally expected for that type of operation. It shall not be cluttered, untidy, dirty, or appear to be poorly kept.

MAINTENANCE

1740.15

To be in good repair, the facility shall be in a state of 100 percent readiness at all times except possibly when major repairs are called for, or unforeseen breakdowns occur. As walls crack, paint peels, chairs break and so on, the repairs are made within a reasonable period of time consistent with the time required to do the job. An adequate maintenance program, under the direction of the District Superintendent, should be planned, scheduled, and followed by the concessionaire and the State. Many concession contracts now require concessionaires to expend a specified percentage of annual gross receipts for maintenance, under the direction of the District Superintendent. Should the specified amount not be expended, the concessionaire must pay the difference as additional rent.

The maintenance program shall:

- (1) Include State constructed and concessionaire constructed facilities.
- (2) Meet the requirements of the contract.
- (3) Be scheduled on a regular basis.
- (4) Provide for immediate repair consistent with the cost and time required.
- (5) Insure adequate safety and security procedures.

RECORDS AND REPORTS

1740.16

It is the concessionaire's responsibility to:

- (1) Use generally accepted accounting procedures in accordance with the contract.
- (2) Maintain records of employees' payroll and other records with respect to compliance with labor standards and nondiscrimination.
- (3) Remain current at all times regarding payment of franchise fees.
- (4) Submit required reports on a timely basis in accordance with the contract.

VISITOR SATISFACTION

1740.17

It is intended that concession operations promote the interests of the State and visitors. The evaluation process for any concession should consider visitor complaints. When considering visitor complaints, examine the complaints received: Is the number excessive? Has the number increased? Are the complaints justified? Are the complaints within the concessionaire's ability to rectify?

CONCESSIONAIRE AND CONCESSION EMPLOYEE STANDARDS

1740.18

The concessionaire should promote and protect the interest of his/her employees. The employees should be equipped to provide necessary information and services to the public in a manner which does not create negative reactions.

CONCESSIONAIRE RESPONSIBILITIES

1740.181

It is the responsibility of the concessionaire to comply with the provisions of the Fair Employment and Housing Act. DFEH 162, Discrimination in Employment, may be posted at the concession site.

The concessionaire shall:

- (1) Ensure food products and food facilities used by employees meet the requirements of the Public Health Service.
- (2) Have in effect an equal employment program which shall be implemented to ensure that there is no discrimination in any part of any program and that affirmative action is provided.
- (3) Have a designated manager on concession premises at all times to act as liaison between the concessionaire and park personnel.
- (4) Provide an adequate number of employees which will allow for effective and efficient operations of the concession facility.

- (5) Ensure that all employees and applicants for employment are reasonably and accurately informed of the conditions under which they will work. Such information includes wages, hours of work, availability of housing, cost of housing, meals, etc.

CONCESSION EMPLOYEE RESPONSIBILITIES

1740.182

Regardless of the type of operation, concession personnel are to understand their role and function accordingly. The concession employee shall:

- (1) Promote the goals of the State to provide a meaningful experience for the visitors, assist them whenever possible, and project a pleasing attitude.
- (2) Maintain the necessary personal cleanliness standards as are appropriate for the activity, and at the same time, meet the required health regulations.

SAFETY

1740.19

Safety precautions observed by the concessionaire shall include fire and fire control, electrical requirements, structural deficiencies, and all recognizable problem areas which may affect the safety of those persons working in or using the facility and the facilities themselves.

FOOD SERVICE STANDARDS

1740.2

Food preparation by concessionaires shall at all times meet the State and federal regulations and be of a type which is expected and accepted by the visitors to park concessions. Consideration shall be given to quality food, quality service, rates and sanitation.

QUALITY FOOD

1740.21

Food shall be prepared in such a way as to be acceptable to the patrons in taste, appearance, portion, size, and doneness.

- (1) Taste--Food should retain the expected tastefulness, hot food should be hot and cold food should be cold.
- (2) Appearance--Food should reflect the product from which it is prepared, such as shape or color. (Loss of color may mean loss of quality.)
- (3) Portion size--Amount of food served shall be sufficient in relation to price and other services rendered.
- (4) Doneness--Food should be cooked to the extent requested and accepted by the patrons.

QUALITY SERVICE

1740.22

Service shall be efficient, giving attention to patrons' needs and promoting a friendly relationship.

RATES

1740.23

Rates shall be at a cost commensurate with value received based on existing rate established in the surrounding community.

SANITATION

1740.24

To promote the welfare of the visitor it is imperative that sanitary conditions are met using the following criteria:

- (1) Cleanliness--That state of being which appears to remain clean and pleasing to the eye. The absence of soil.
- (2) Sanitary--Those foods, equipment, utensils, etc., which should be sanitary shall be free from harmful bacteria, molds, fungi, or yeast.

Food service sanitation inspections shall be conducted using the Public Health Service procedures. Inspections shall be made at least twice a year during the operating season by the District Superintendent.

MERCHANDISING STANDARDS

1740.3

The type and quantity of merchandise sold in any concession shall be guided by the policies set forth by the State.

VENDING MACHINES

1740.31

Vending machine operations and merchandise sold in such machines are subject to the same policies and guidelines as other merchandise sold within the state parks.

ADVERTISING

1740.32

Advertising used by the concessionaire to promote its interests must conform to the objectives of the park and have the approval of the District Superintendent. The established policies of the State regarding what information is required in these publications shall be followed (California State Park and Recreation Commission Policy Number 21).

Highway billboard advertising outside the park involving concessionaires shall be discouraged. Any such concessionaire advertising which inhibits enjoyment of areas surrounding the parks should not be permitted.

CONTRACT AMENDMENTS

1750

EXTENSIONS

1750.1

Department policy and the Public Resources Code state that concessions are to be put to public bid. However, the public bidding process is not always the most economical or feasible action to take. In some cases the Department may wish to compensate a concessionaire by extending a contract (such as emergency closure of a park by the Department). Short term (one year or less) contracts may be extended in order to continue service until a long term (over one year) contract can be awarded. However, short term contracts should not repeatedly be extended without consideration of a longer term contract through the public bidding process in accordance with Public Resources Code Sections 5080.03 et seq.

A short term contract can be extended by letter from the District Superintendent to the concessionaire, with the concessionaire signing a concurrence block. For long term contracts, the District Superintendent may request an extension through the CPD. Upon receipt of adequate documentation, the CPD will prepare an amendment for extension and submit it to the Contracts Services Unit for processing through approval agencies.

ASSIGNMENTS

1750.2

A concessionaire may at any time during the term of his/her contract wish to assign his/her interest in said contract to another party. The District Superintendent should review the proposal, obtain Region's support for approval or denial, and submit this information to the CPD. Before an assignment is approved, the assignee must prove ability and experience in operating a concession or like business. The CPD will review, prepare, and process an assignment, if approved. Assignments of short term contracts can be processed at the District level with Regional Director approval. Long term contract assignments are approved by the Director with notification to General Services' Legal Office.

TERMINATION

1750.3

When a problem is such that there is no other alternative than termination, the District Superintendent should confer with the Regional Director and the CPD.

A contract can be terminated by mutual agreement of both the Department and concessionaire. A letter to the concessionaire with both the concessionaire's and Regional Director's/Director's dated signature can serve as notice of termination (Regional Director for short term contracts, Director for long term contracts). In most concession contracts, the concessionaire has 30 days after notification to vacate the premises.

A concessionaire may be terminated at State's option when rents or other sums which concessionaire agrees to pay are unpaid on date due; if any of the terms, agreements, or conditions contained in the contract are violated; or if concessionaire becomes insolvent or bankrupt.

When a District Superintendent deems a concessionaire is in violation of his/her contract, the Superintendent should put the concessionaire on written notice, and request changes within a certain time frame. Should the concessionaire fail to respond, the Superintendent should obtain Region support for further action and submit all documents to the CPD. The CPD will confer with legal counsel and submit documents to the Attorney General's Office for action i.e., collection of rents and/or damages, or removal from premises.

The Attorney General's Office will file a suit against the bonding company for all damages, including all costs incurred in taking possession of the premises.

SALE OF ALCOHOLIC BEVERAGES

1750.4

In general, the sale of alcoholic beverages within State Park System units is not compatible. However, consideration is given to the on-premises sale of beer and wine with bonafide meals, or off-premises sale of beer and wine (California State Park and Recreation Commission Policy Number 28). For sale of alcoholic beverages at special events, see instructions in DOM 1400.

If a District Superintendent receives and supports a request to sell either on or off-premises alcoholic beverages from a current concessionaire, or would like to include the sale in a prospectus for a new contract, support should be obtained in writing from the Regional Director and local law enforcement agencies. The Superintendent then forwards this information along with any other supporting information to the CPD. The CPD will have the request put on the Park and Recreation Commission agenda and prepare a resolution and background statement.

If the Commission approves the request, the CPD will prepare an amendment to an existing contract or include the sale in the prospectus for a new contract. The concessionaire must obtain the required Alcoholic Beverage Control permits.

The sale of beer and/or wine at a campground store for consumption off the premises is considered "off-premises sale", while beer and wine sold and consumed with meals served at a restaurant is considered "on-premises sale".

Distilled spirits sold in conjunction with meals at restaurants must also be authorized by the Commission after a study is prepared by the CPD. The study shall examine the impact of the sales on the unit, public safety, visitor experience, resources and interpretation of the unit, operation and maintenance, nearby land uses, and contract terms.

On-premises sale of beer and wine without meals can be permitted only under "special event" permits or when interpretive in nature, such as a saloon in a State Historic Park (see DOM 1400).

All concession contracts, excluding the exception previously discussed, will state: "The sale of beer, wine, or other alcoholic beverages on the premises is expressly prohibited".

Copies of all amendments, terminations, etc., are to be sent to Central Records.

OPERATING AGREEMENTS

1760

The Department may enter into contracts with cities, counties, and other political entities, by which such entities agree to operate, maintain, and control State Park System units for the purposes of the State Park System, as provided for under Public Resources Code Section 5080.30, or where the Department operates a unit belonging to another public agency.

The CPD develops and administers all operating agreements and assists Regional Directors in monitoring performance. As required by Budget Act Section 18.10, all operating agreements must be reviewed by the Legislature as part of the Department's support or capital outlay budget, or by the State Public Works Board, not sooner than 20 days after the Director of Finance has provided written notification to the required legislative committees. In addition, all contracts proposed under operating agreements that exceed \$250,000 in development or annual gross receipts must be submitted to the California State Park and Recreation Commission and the Legislature, through the CPD, for approval.

Budget Act Section 18.10 states:

- "(a) No expenditure from an appropriation made by this act to the Department of Parks and Recreation shall be made to modify, execute, or approve an operating lease, or an operating agreement with any local entity or any nonprofit corporation, unless either of the following has occurred:

- (1) The Legislature has reviewed the lease or agreement as part of the support or capital outlay budget of the Department of Parks and Recreation and expressed approval of the expenditure from an appropriation made by this act through the supplement language report.
 - (2) The State Public Works Board has approved the lease, or an agreement not sooner than 20 days after the Director of Finance has provided written notification to the Chairperson of the Joint Legislative Budget Committee, the Chairperson of the Assembly Ways and Means Committee, and the Chairperson of the Senate Budget and Fiscal Review Committee, and upon a determination by the board that the proposal could not have reasonably been presented to the Legislature through the annual budget process.
- (b) The Department of Parks and Recreation shall include with the proposed lease or agreement sufficient documentation to enable the Legislature, or the Board, as the case may be, to evaluate fully the estimated operating costs and revenues and all terms upon which the lease or agreement is proposed to be entered into. Specifically, the documentation shall identify (1) any anticipated costs to the state for operation or development under the agreement and the anticipated state share of total operation and development costs and (2) the anticipated annual revenues, net of operation costs, for the unit and the state's share of these revenues."

The District Superintendent is responsible for understanding agreements and for requiring all operators to fulfill contractual responsibilities. Any work affecting the park, other than regular repair and maintenance, must be submitted to the District Superintendent who will obtain all necessary reviews and approvals.

Operating agreements must contain a provision for requiring reporting of visitor use. Attendance may be reported monthly or yearly (in accordance with the agreement) to the District Office on DPR 449, Monthly Visitor Attendance Report (Sample 1760), or in a manner acceptable to the District Superintendent. District shall forward a copy of the attendance report to the Program Analysis Unit.

CONCESSION FACILITY MODIFICATION OR NEW CONSTRUCTION 1760.1

PROCESS FOR EXISTING FACILITY MODIFICATION UNDER AN EXISTING OPERATING AGREEMENT AT THE LOCAL AGENCY'S REQUEST 1760.11

1. The local agency approaches the District Superintendent or designee with a written request to modify an existing facility.
2. If the Superintendent supports the concept of the modification as proposed by the local agency, the Superintendent or designee coordinate a meeting to discuss the proposed modifications with the local agency, Region, Development Division, Concession Programs Division and any others as appropriate (i.e., Interpretive Services, Regional Historian, Office of Historic Preservation.

At this meeting, all issues and concerns should be discussed and addressed (i.e., appropriateness, general plan compliance, cost effectiveness, interpretive and historical issues). Any outstanding issues should be resolved through the District Superintendent prior to any further action. Any necessary amendments and permits should be discussed (contract and general plan amendments, Coastal Commission permits, etc.).

3. The Concession Programs Division obtains legislative approval, if necessary, and amends the contract. The Development Division obtains or assists in obtaining necessary permits and a general plan amendment if necessary.
4. The Development Division becomes the lead Division during the modification process and appoints a Project Manager.
5. The Project Manager instructs the local agency to submit plans in accordance with the Plan Approval Process (see DOM 1720.43).
6. Upon receipt of the plans, the Project Manager distributes copies of the plans to the participating District, Region and all affected Divisions, giving them at least 10 days to respond.
7. The District, Region, and Divisions review and return comments to the Project Manager. Should any issues arise, the Development Division is responsible for resolving them.

8. The Project Manager responds to the local agency by either approving, denying with explanation, or requesting correction with resubmittal within 45 days after receipt of the plans.
9. The Project Manager continues working with the local agency to obtain approved wording, drawings and all required permits, and monitors construction until the Notice of Completion is filed.
10. The Development Division keeps the participating Divisions, District and Region up to date throughout the process until completion, and distributes all correspondence between the local agency and the Development Division to participating offices. The Development Division notifies the District and all other participating offices of any changes in plans or issues raised after the initial "start-up" meeting (Item 2 above).
11. Should the local agency fail to perform modifications in accordance with the contract or approved plans, the Development Division resolves the problems with the local agency or notifies the Concession Programs Division and District for possible "Breach of Contract" action.

PROCESS FOR FACILITY MODIFICATION OR NEW CONSTRUCTION REQUIRED IN A NEW OPERATING AGREEMENT

1760.12

When the Department enters into an operating agreement with a local agency, the local agency may be required to modify an existing building or construct a new facility. In such cases, improvement guidelines and schematics prepared by the Development Division describing the required work will be incorporated into the operating agreement. The local agency must adhere strictly to these guidelines and schematics, but may offer improvements above those required in the contract subject to Development Division approval.

When the operating agreement is fully executed, the Concession Programs Division shall provide Development Division with a copy of the approved agreement.

The Concession Programs Division shall provide the local agency with a copy of the fully executed agreement and arrange for a meeting with the local agency, Development Division, District and others as necessary to discuss the procedure for submitting the plans and specifications as specified by the agreement. The local agency's plans and specifications must be prepared in accordance with the agreement and submitted within the specified timeframe directly to the Development Division Project Manager for review and approval.

The Development Division will be the lead Division throughout the development phase of the project and will work directly with the local agency. The Development Division shall keep participating Divisions and District up to date at all times throughout the process, and shall distribute all correspondence between the local agency and Development Division to all participating or affected offices. The Development Division shall notify the District and all participating offices of any issues that may arise, including the local agency's failure to perform as required in the contract.

THIRD-PARTY CONTRACTS

1760.2

Where the proposed work involves a third party agency, the Department should follow the same steps as required for an operating local agency. In such instances, the District Superintendent is responsible for reviewing the third party agency's proposal with the operating local agency. The written comments of the operating local agency, if any, are included with the recommendation which the Regional Director sends to the Chief, Development Division, through the CPD.

APPLICATION PROCEDURES

1760.3

Department staff will expedite the review of all projects so that the local agency can proceed without unnecessary delay.

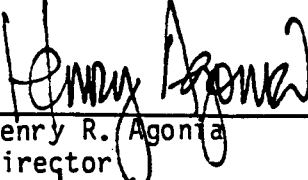
All contracts under operating agreements are approved by the Director of Parks and Recreation, unless previous legislative review requires final review by the Public Works Board.

All new operating agreements go through the same review and approval process as long term contracts, with the exception that General Services' Legal Office is the Department's only approval agency.

CONCESSION/OPERATING AGREEMENT POLICY

It is the policy of the State of California, Department of Parks and Recreation to provide facilities, services, and goods for the convenience and safety of the public in their enjoyment of the State Park System. It is also the intent of this policy to provide for these conveniences and safety while protecting the State Parks' natural, cultural, and interpretive resources, and reducing the cost to the public for operating and maintaining the State Park System, by involving the private sector. To this end, the Department shall enter into contracts with private parties including non-profit corporations and/or local agencies to construct, operate, and maintain concessions in units of the State Park System when the State is unable to provide such facilities, services, and goods in an effective or convenient manner.

To pursue the intent of this policy, the Concession Programs Division shall have principal responsibility and authority for the development, execution, administration, and compliance of concession contracts and operating agreements. Actions that may impact or amend any provision of a concession contract or operating agreement shall first be approved by this Division. The Concession Programs Division shall also provide assistance to the Regional Directors, who have been delegated specific responsibilities for concession contracts and operating agreements. The Operations Division, through the Regional Director and District Superintendents, shall have primary responsibility for monitoring the day-to-day administration of concession contracts and operating agreements.



Henry R. Agonia
Director
2/10/88

Date

D-7268X

**State of California -- The Resources Agency
DEPARTMENT OF PARKS AND RECREATION**

RECORD OF BID OPENING

Park Unit: _____
Type of Concession: _____

Date: _____ Time: _____

BIDDER				Bid Guarantee	Questionnaire & Financial Statement	Verified

May 1990

Sample 1720.31A

I certify that bids were opened at the time and date indicated and that this is a true representation of bids.

(Title)

Witness: _____
Title: _____
Witness: _____
Title: _____

BID SECURITY

INSTRUCTIONS:

- PART I - ORIGINATING OFFICE WILL COMPLETE PART I AND SEND *BOTH* COPIES TO ACCOUNTING. COMPLETE A SET OF FORMS FOR *EACH* CONTRACTOR/BIDDER.
- PART II - UPON RECEIPT, ACCOUNTING WILL SIGN BOTH COPIES AND RETURN THE SECOND COPY TO THE ORIGINATING OFFICE.
- PART III - WHEN BID SECURITY IS NO LONGER REQUIRED, AUTHORIZE ACCOUNTING TO RETURN BID SECURITY TO CONTRACTOR/BIDDER BY COMPLETING PART III AND RETURNING IT TO ACCOUNTING.

I. TRANSMITTAL TO ACCOUNTING

Attached is Bid Bond No. _____ or Check No. _____ for a
 Public Works Contract or Concession Contract in the Amount of \$ _____ Received From:

Name of Contractor/Bidder

Street Address

City State Zip Code

When appropriate, we will request return of the Bid Security to the Contractor/Bidder.

Signature Date

Title

Originating Office Phone Number

II. RECEIVED BY ACCOUNTING

Signature Date

III. AUTHORIZATION TO RETURN BID SECURITY

The above-listed Bid Security is no longer required. Please return the Bid Security to the Contractor/Bidder noted above.

Authorized By: _____
Signature Date

INSURANCE INFORMATION SHEET

Liability Insurance Policy Requirements

Concessionaire/Permittee is to be the named insured.

The *minimum* amounts of liability insurance required are:

**\$300,000/500,000 bodily injury,
\$100,000 property damage,
\$100,000 products liability
unless contract requires other coverage.**

Endorsements

1. State of California, its officers, employees, and servants are included as additional insured but only insofar as operations under this contract or permit are concerned;
2. This insurance policy will not be canceled or reduced without thirty (30) days' prior written notice to the Department of Parks and Recreation.

Requirements for Fire Insurance Policies on Commercial Buildings and Dwellings

Fire insurance must be for an amount equal to ninety percent (90%) of the full replacement cost and/or value of the improvements on the property,

Policy must contain extended coverage protection.

The concessionaire is to be named insured.

Endorsements

1. Payments made under this policy shall be used to repair or rebuild the insured premises, and if not so used, such payments shall be made to the State. The proceeds of any such insurance payable to the State shall be used for rebuilding or repair as necessary to restore the premises and at the discretion of State.
2. The State of California, Department of Parks and Recreation, will be notified in writing at least thirty (30) days in advance of any cancellation or reduction of this policy.

PLEASE GIVE THIS FORM TO YOUR INSURANCE AGENT

CERTIFICATE OF INSURANCE FOR CONCESSION CONTRACTS/SPECIAL EVENTS Date _____

This is to certify that the following described insurance, and endorsements shown, are in force with named insurer for period and limits shown on behalf of following named concessionaire or permittee (assured):

Assured: _____ Address: _____
(Zip Code)

Type of Business or Event: _____

Location Covered: _____ Park Name: _____

Insurer: _____ Address: _____
(Zip Code)

Policy Number: _____ Policy Dates: From: _____ To: _____

Required special endorsement to be added to policy (signature below is certification that the policy does contain this endorsement):

1. State of California, its officers, employees, and servants are included as additional insured but only insofar as operations under this contract or permit are concerned;
2. The insurer will not cancel or reduce the insured's coverage without 30 days prior written notice to State;
- ** 3. Payments made under this policy shall be used to repair or rebuild the insured premises, and if not so used, such payments shall be made to the State. The proceeds of any such insurance payable to the State shall be used for rebuilding or repair as necessary to restore the premises and at the discretion of State.

Upon request, insurer shall furnish State a certified copy of the policy within fifteen days. Please complete only applicable coverage.

Kind of Insurance	Limits	Exposures Applicable to:
_____	_____	Bodily Injury Per Occurrence
_____	_____	Property Damage
_____	_____	Combined Single Limit (CSL) Alternative
_____	_____	Products Liability
** _____	_____	Fire with extended coverage protection
_____	_____	Date: _____

This certificate or verification of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate or verification of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

*Written Signature

Print Name Above

Agency or Company Name

Address

(Zip Code)

Phone No.: () _____

*Certificate must be executed by insurance agent, or employee or insurer, authorized to certify existence of described insurance.

DEPARTMENT OF PARKS AND RECREATION

P.O. Box 942896
SACRAMENTO, CA 94296-0001



Subject: _____

In order to meet the insurance requirements of the State of California, please send the following item(s) to this office:

- ___1. A complete and signed certificate of insurance with all endorsements as shown on the attached insurance information sheet. The attached Certificate of Insurance, Form DPR 169A, may be used for this purpose.
- ___2. Endorsements to the subject policy, worded exactly as shown on the attached insurance information sheet.
- ___3. A Performance Bond in the amount of \$ _____ .
- ___4.

As complete and current liability coverage is a mandatory provision of your contract, please forward the above document(s) to this office within 30 days. Failure to do so will be considered a violation of your contract.

Your cooperation in this matter is appreciated.

Sincerely,

Attachment(s)

cc: Region
District

State of California - The Resources Agency
DEPARTMENT OF PARKS AND RECREATION

CONCESSIONAIRE'S MONTHLY REPORT OF OPERATION

Month of _____ 19 _____

Name and address of Concessionaire

Number and Name of State Park

Signature _____ Date _____
Title _____

<u>TYPE OF RECEIPT</u>	<u>GROSS RECEIPTS (Less Sales Tax)</u>	<u>CUMULATIVE GROSS TO DATE (Less Sales Tax)</u>	<u>PERCENTAGE RATE DUE STATE</u>	<u>AMOUNT</u>
Food and Beverage (non-alcoholic)	\$ _____	\$ _____	_____ %	\$ _____
Alcoholic Beverage	\$ _____	\$ _____	_____ %	\$ _____
Launching Fees	\$ _____	\$ _____	_____ %	\$ _____
Marina Berth Rentals	\$ _____	\$ _____	_____ %	\$ _____
Parking Fees	\$ _____	\$ _____	_____ %	\$ _____
Equipment Rentals	\$ _____	\$ _____	_____ %	\$ _____
_____	\$ _____	\$ _____	_____ %	\$ _____
_____	\$ _____	\$ _____	_____ %	\$ _____
_____	\$ _____	\$ _____	_____ %	\$ _____
_____	\$ _____	\$ _____	_____ %	\$ _____
Petroleum Products or Total Gallons _____	\$ _____	\$ _____	_____ %	\$ _____
			G.Gal.	\$ _____
TOTALS	\$ _____	\$ _____		
			Subtotal	\$ _____
			Adjustment	\$ _____
			Total Due - Pay in full with this report	\$ _____

Complete following if applicable:

1. The exact date operations were ceased: _____
2. The date you expect to resume operations: _____

SUBMIT REPORT WITH REMITTANCE TO DISTRICT SUPERINTENDENT*

*District Superintendent - Distribute copies to: Accounting Office
Office of Economic & Fiscal Affairs

DEPARTMENT OF PARKS AND RECREATION



Our records indicate that your rent payment for the month of _____, 19____ has not been received. We hope this was just an oversight. As you know, Paragraph _____ of your concession contract, or amendment thereto, requires payment to be made on or before the _____ of each month for the preceding month's rental or it will become delinquent.

It is requested that payment of the past due rental be made within five (5) days of the date of this notice. Payment should be remitted to my office address _____.

We trust you will give your early attention to this matter so no further action need be taken.

Sincerely,

District Superintendent

cc: Region
Concession Programs Division

CERTIFICATE OF SERVICE:

I hereby certify that the above notice of Delinquency of Payment of Concession Rental was delivered to addressee (*in person*) (*by mail*) on _____, 19____.

District Superintendent

District

CONCESSION REVIEW REPORT

Concessionaire _____ Concession _____
 Name Location

Type of Concession _____ Date _____

Explain items that "Need Improvement" in full with recommendations for corrections.

	Very Good	Standard	Need Improvement		Very Good	Standard	Need Improvement
Concession Facilities:				Concession Cleanliness:			
Physical Condition	()	()	()	Personnel	()	()	()
Equipment	()	()	()	Equipment	()	()	()
				Facilities	()	()	()
Services to Customers:	()	()	()	Quality of Goods:	()	()	()
				Food	()	()	()
Merchandizing:				Other Products	()	()	()
Goods & Services	()	()	()	Other:	()	()	()
Prices	()	()	()				
Safety Practices:	()	()	()				

CONCESSION CONTRACT COMPLIANCE
 (Items checked "No" require explanation)

CONTRACT EXPIRATION DATE _____ TERMS OF CONTRACT _____

	YES	NO
1. Are the Concession operating hours according to contract?	()	()
2. Rental payments/monthly statements?	()	()
3. Insurance/performance bond?	()	()
4. Interpretive plan (if applicable).	()	()
5. Non-discrimination Policy.	()	()

Prepared by _____ Reviewed by _____
 Concessionaire

Copies To: Office of Economic and Fiscal Affairs
 District
 Region
 Concessionaire

State of California - The Resources Agency
 DEPARTMENT OF PARKS AND RECREATION
 MONTHLY VISITOR ATTENDANCE REPORT

Dist. No.

Unit No.

Sub-Unit

MONTH

YEAR

UNIT NAME: _____

Check here if park is closed

THESE ITEMS WILL NOT
 BE ENTERED INTO VIS.
 ATTEND. DATA FILES

DAY	DAY USE							CAMPING				BOATS	For Park Use Only			DAY	
	Pd. (Cash/Pass)		Paid Group Use		Free		Twys	Sites Used	Twys Veh	Group Use		Boats Launched					
	Veh	Walk-in	Groups	Pers	Veh	Walk-in	Pers			Groups	Pers						
01																	01
02																	02
03																	03
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31																	31
TOTAL																	

Conversion Factor Pers Veh

Pers Veh

Pers Site

Signature _____ Date _____