

Request for Interest: Advertisement for Vehicle Tours Contract
Minimum Terms and Conditions

Operation Description	Vehicle Tours
Park Units/ Premises:	Anza-Borrego Desert State Park
Interest Email Due Date and Email Submission Contact:	5:00 PM on November 10, 2025 to: Megan Boisvert Megan.Boisvert@parks.ca.gov
Contract Term:	Five (5) years with State's option to extend an additional five (5) years
Annual Minimum Rent:	The sum of one thousand dollars (\$1,000) per year or seven percent (7%) of gross receipts, whichever is greater
Performance Bond (due at time of Contract execution):	One thousand dollars (\$1,000)

Scope of Work/ Use of Premises **Minimum** Requirements:

Concessionaire shall provide guided two (2) and four (4) wheel drive vehicle tours in Anza-Borrego Desert State Park (ABDSP). Concessionaire shall offer a variety of different tours with a variety of routes, stops, and interpretative presentations. Such use must be compatible with the park unit's natural, cultural, and environmental features as determined by District Superintendent or designee.

Concessionaire understands and agrees to the following terms and conditions:

- A. Concessionaire employees and volunteers shall be First Aid, CPR and ATV Safety Education certified. All guides shall carry first aid kits, tool kits and working communication devices on site at all times.
- B. All positions must undergo a background check, including references and fingerprints, to ensure that the individual has an acceptable record as a law-abiding citizen. The background check may be similar to the California Department of Justice's Live-Scan Program. Concessionaire shall be responsible for covering all costs associated with said background checks. Any criminal offenses that have a nexus to said job should be considered as a basis for rejection from hire.

- C. Maintain all equipment owned and/or operated by Concessionaire within ABDSP to a standard set forth by the manufacturer of said equipment and to the requirements set forth in law, including, without limitation: the California Vehicle Code; the California Health and Safety Code; the California Code of Regulations and the Federal Clean Air Act. Concessionaire shall make vehicles available for inspection and/or testing and provide any necessary documentary evidence of legal compliance as required by law upon request of the State. Further, maintain equipment and complete logs in compliance with standards imposed by insurance policies. The logs shall be made available to the State within five (5) business days when requested in writing.
- D. Tour routes, locations, and safety procedures may be changed or modified only with prior written approval of State. Concessionaire hereby agrees to notify State prior to entering and when leaving the Premises for all tours conducted.
- E. Concessionaire may not leave unattended any personal property within the ABDSP overnight.
- F. Concessionaire must move all vehicles and concession equipment by sunset each day of operation unless prior approval has been granted by the District Superintendent or designee. Tour route information, number of vehicles, expected length of tour, and the number of passengers in the tour shall be provided by email to District Superintendent or designee the morning of each tour.
- G. Concessionaire shall lead tours only on designated trails and will obey all seasonal and trail conditions related to closures within ABDSP.
- H. Concessionaire shall be solely responsible for the provision of all facilities, equipment, vehicles, supplies, and personnel necessary for equipping, operating, and maintaining of the concession at ABDSP. All equipment shall be of high quality with maintenance to standards set forth by the manufacturer.

- I. All vehicle drivers must possess a valid and appropriate California Driver's License. Vehicle drivers transporting more than ten (10) passengers, including driver, must have a valid California Commercial Driver's license with special passenger transport vehicle endorsement.
- J. All drivers/guides shall possess knowledge about and be able to provide a high quality and accurate interpretive presentation, appropriate for the age group of each tour on the natural and cultural resources of the area with a park emphasis of the importance of the environmental protection of the area. Interpretative material, or amendments and addendum to interpretative material, to be presented to tour groups shall be submitted in advance of the first tours to be conducted, pursuant to this agreement. State shall have final approval of all interpretive information to be provided.
- K. When requested by State with reasonable advance notice, Concessionaire shall provide space for State Park staff on the tours to monitor interpretive presentations and activities to ensure quality and accuracy of information.
- L. Comply with the Federal and California Endangered Species Acts, or any other laws protecting wildlife or plants, and avoid and prevent any disturbance or harassment of wildlife.
- M. Comply with State's resource management and preservation mandates in the conduct of all activities that impact cultural, natural, or scenic resources. Monitor and take all reasonable precautions to ensure that no artifacts or natural or cultural items are removed from ABDSPs or disturbed or damaged or altered in any way. Concessionaire will report to State any and all observed, known and/or suspected violations of this provision, and take reasonable lawful action that may be available to return or assist in the return of any artifacts and/or resource items removed from District ABDSP by employees(s) and/or rental customer(s).

- N. No known or suspected archeological and/or paleontological site location, other than those appearing in official park brochures, shall be divulged and/or disturbed in any way without prior written approval of the State. All evidence that a site may be an archeology or paleontology site shall be left in place.
- O. Concessionaire employees shall wear a uniform shirt of the same color, and employee name tag or name embroidered on the uniform shirt.
- P. Concessionaire to provide rider safety education to participants. The training shall include, at a minimum, verbal instructions and hands-on components. Topics covered must include orientation to the park, safety equipment, safety tips, and park rules and regulations.
- Q. Program participants shall pay park entrance and/or day use fees where required.
- R. Special Events and Filming: When Concessionaire is contacted by persons wanting to hold an event in the park, Concessionaire must advise and coordinate all events through the District's Special Event Coordinator.
- S. Concessionaire understands that State cannot guarantee park access at all times due to conflicting activities, closures, or staffing resources essential to facilitate the activity or tour; provided, however, that State (or the applicable District Superintendent or designee, as the case may be), shall endeavor in good faith to communicate in advance with Concessionaire regarding any park access issues that may affect Concessionaire's activities on a Premises.
- T. Concessionaire shall notify the District Superintendent or designee as soon as possible (but in no event more than 24 hours after the event requiring notice hereunder) to report major participant injuries that occur at the applicable state park. A "major participant injury" is any injury to a class participant that (i) requires follow-up medical care (e.g., doctor,

emergency medical services) beyond the first aid that Concessionaire's instructors provide to a participant, or (ii) results in a recommendation by Concessionaire's instructor to the participant to seek follow-up medical care. Concessionaire's notice to the District Superintendent or designee of any major participant injury shall include relevant information on the nature of the injury, the location of the injury with the state park, and any other material details that may assist the state park. Concessionaire will also provide to State a quarterly report of all major participant injuries, in which state parks they occurred, and other relevant and material information. Concurrent with such quarterly reports, the Concessionaire shall also include Concessionaire's incident report forms.

- U. Concession services shall be provided throughout the year in accordance with the tour information provided to 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.

Concession services can be provided between 1 hour before sunrise to 1 hour after sunset during each year of the Contract, subject to State approval. In the event State deems the hours of operation inadequate for proper service to the public, State may require Concessionaire to adjust the days and/or hours of operation to a schedule provided by State. Concessionaire may remain open on other dates, observing same (or longer) hours, at Concessionaire's discretion with the concurrence of State. In the event of adverse weather or other operating conditions, State may permit the concession to close at any time during the term of this Contract. Where safety or health violations are present or where there has been a lapse in insurance or bond coverage, the District Superintendent shall require a concession to temporarily close for business. The concession shall not be allowed to reopen until the violations and/or deficiencies have been corrected to the satisfaction of the State.

Insurance Minimum Requirements:

A. General Provisions

- 1) Coverage Term – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the contract.
- 2) Policy Cancellation or Termination & Notice of Non-Renewal – Concessionaire and/or Permittee is responsible to notify the State no later than five (5) business days before the effective date of any cancellation, non-renewal, or material change that affects required insurance coverage. In the event Concessionaire fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such an event, subject to the provisions of this Contract.
- 3) Deductible – Concessionaire is responsible for any deductible or self-insured retention contained within their insurance program.
- 4) Primary Clause – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
- 5) Insurance Carrier Required Rating – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Concessionaire is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- 6) Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- 7) Inadequate Insurance – Inadequate or lack of insurance does not negate the Concessionaire's obligations under the contract.

- 8) Satisfying a Self-Insured Retention (SIR) - All insurance required by this contract must allow the State to pay and/or act as the Concessionaire's agent in satisfying any SIR. The choice to pay and/or act as the Concessionaire's agent in satisfying any SIR is at the State's discretion.
- 9) Available Coverages/Limits - All coverage and limits available to the Concessionaire shall also be available and applicable to the State.
- 10) Subconcessionaires - In the case of Concessionaire's utilization of subcontractors to complete the contracted scope of work, Concessionaire shall include all subcontractors as insureds under Concessionaire insurance or supply evidence of insurance to the State equal to policies, coverages and limits required of Concessionaire.
- 11) Insurance Certificate - Concessionaire shall provide an insurance certificate evidencing the required insurance coverage before work commences under this Contract.

B. Concessionaire shall maintain insurance for all services defined in this Contract and any amendments or other activities authorized in writing by the State. At a minimum, Concessionaire shall provide the following before entering the premises and maintain in full force throughout the term of the Contract:

- 1) Commercial General Liability Insurance: Concessionaire shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage liability. The policy shall include coverage for liabilities arising out of Premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured agreement. This insurance shall apply separately to each insured against which claim is made, or suit is brought subject to the Concessionaire's limit of liability.
- 2) Automobile Liability: Concessionaire shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles.

By signing this Contract, the Concessionaire certifies that the Concessionaire and any employees, subconcessionaires or servants possess valid automobile coverage in accordance with California Vehicle Code Sections 16450 to 16457, inclusive. The State reserves the right to request proof at any time.

3) Workers' Compensation and Employer's Liability Insurance:

Concessionaire shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. In addition, employer's liability limits of \$1,000,000 are required. If applicable, Concessionaire shall provide coverage for all its employees for any injuries or claims under the U.S. Longshoremen's and Harbor Workers' Compensation Act, the Jones Act or under laws, regulations, or statutes applicable to maritime employees. By signing this contract, Concessionaire acknowledges compliance with these regulations. **A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must be attached to certificate.**

- C. Each policy of liability insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Concessionaire's limit of liability. The policy must include **the State of California, Department of Parks and Recreation, its officers, agents, and employees**. These endorsements must be supplied under form acceptable to State. Any subconcessionaires shall be included under Concessionaire's policy or provide evidence of coverage equal to limits and policies required of Concessionaire.
- D. Each policy shall be underwritten to the satisfaction of the State. Concessionaire shall submit to State at the addresses listed in Contract Notice section, a signed and complete certificate of insurance with all endorsements required by this Section, 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. All certificates shall include the associated concession contract number.

Emails stating interest in a concession contract according to terms herein are due by 5:00 PM on November 10, 2025, to Megan.Boisvert@parks.ca.gov.

For more information or questions, please contact Concession Specialist Megan Boisvert.