

	Ardenwood Reservable Picnic & Weddings RFP	July 20, 2016
#	QUESTIONS	ANSWERS Amendment
1.	Page 3 E. SERVICE OBJECTIVE Define "partial service" - referring to food for delivery and setup, or café pickup only or other?	Partial service refers to hiring third party vendors for photography, lighting, etc.
2.	Please provide examples of this expected "range of services in keeping with the setting of the farm".	Weddings, picnics, food service, games, etc. Bounce houses, rock climbing walls, etc. would not be encouraged but would be allowed in Deer Park. District funds would not be used to purchase these items. These type of activities are hired by the concessionaire through third party contracts.
3.	"Service should be flexible." Catering by nature is one of the most flexible industrieswhat is the District's specific intention/requirement here?	Service should not be one price all inclusive, variety in service: types, times, costs, etc.
4.	Page 4 F. TERM OF AGREEMENT Will the original term begin at the start of the 2017 event season?	The agreement will begin January 1, 2017.
5.	Page 4 G. PURPOSE/Event Space Details Does the Park grant access to bridal party for rehearsal or is Concessionaire required to be on site?	The Concessionaire will be required to be on site. Park staff will not be involved in these events.
6.	"Catering service must come from a list of certified East Bay Park District caterers.	It is the intention of the District to have the Concessionaire be the exclusive caterer; however, there may be bidders that are not caterers. In that case, those bidders may only choose from the District's list of approved caterers.
7.	Regarding access: Concessionaire would have access to park anytime needed except that during park hours Concessionaire would only have vehicle access to the café – is that correct?	Yes.
8.	Page 5 HISTORICAL FEES & DEPOSITS Are wedding and/or picnics required to pay the park entrance fee for guests in addition to their rental fee? Either way, how is this payment or non-payment handled?	Duplicate of # 12
9.	Will Concessionaire be handling all reservations for Ardenwood sites?	Yes.
10.	Are venue rental fees collected paid directly to District and are they retained in total by District? OR Does Concessionaire collect and retain partial?	No. Yes, concessionaire collects all wedding, picnic, and snack bar receipts and pays a fee to District.
11.	Regarding access: Concessionaire would have access to park anytime needed except that during park hours Concessionaire would only	Yes.

	have vehicle access to the café – is that correct?	
12.	Page 5 - HISTORICAL FEES & DEPOSITS Are wedding and/or picnics required to pay the park entrance fee for guests in addition to their rental fee?	Historically \$1.00 per guest. Reimbursement to the District made monthly.
13.	Will Concessionaire be handling all reservations for Ardenwood sites?	Yes, Concessionaire will handle reservations for Deer Park and Wedding sites and collect reservation payments.
14.	Is there a restriction in place for when a ceremony only reservation can be made? Who handles the logistics of a ceremony only rental - access, equipment setup, etc? Can we just drop the option to have a ceremony-only?	No. The Concessionaire. Yes.
15.	Please provide a list of "Farm Special Event Days" and any other days the District or the City would not allow Concessionaire to book.	FOR 2017 ONLY POOL SITE: April 1 or 8 - Tartan Day, May 29 – Memorial Day, July 3 & 4 – Old fashioned Independence Day, September 1, 2, & 3 – Historic Rail Fair, September 23 – Patterson House Fundraiser Use of Pool Site, mid-October – Harvest Fair DEER PARK SITE: July 23 or 30 – Family Camping, August 13 or 20 – Movie night, September 10 or 17 – Family Camping
16.	Page 7 - GARBAGE Is concessionaire responsible for garbage at events and the snack bar?	Yes, in any area the concessionaire is using. It is the Concessionaire's responsibility to make sure that their garbage is picked up regardless of where it is dumped. Concessionaires must work with park staff to keep garbage at a minimum.
17.	Page 7 Bullet 5: Please define "total security". Bullet 6: How often does the District hold special events? See number 10. What kind of notice is given to Concessionaire? Define "fully cooperate".	The concessionaire will be responsible for the security of the event and District property. District staff will not be responsible for security. It does not include of the parking lot during regular park hours. Please refer to the Sample Agreement, Exhibit A, Map of Premises. Shows the location for premises: 2 food concession building, one office, deer park picnic area, and pool site. As much as possible. District Farm Days special events occur on much the same date every year. In case of date conflict, the District will have priority.
18.	Page 9 Number of park guests for last three years Last three years of snack bar sales and snack bar	See Attachment A Unknown

	hours? Last three years of picnic info - # events (wedding and picnic) and \$?	Unknown
19.	Page 11 #2 TERM Define or give examples of “incompatible use”.	This term is used to allow the District the irrefutable right to change the nature of the use at all parks. If the public use at Ardenwood were to change to a strict historical use park, meaning no electricity no running water, there may not be a need for this concession agreement.
20.	Page 12 #3 FEES AND CHARGES “Concessionaire shall reimburse District for alarm, electric, sewer....” To what areas does this refer - only the snack bar areas? and are they separately metered? Maintenance Fund – “solely for maintenance and improvements to the facility” - or is this the facility AND equipment? And only ones that are used in conjunction with the snack bars and/or events? What event-related improvements are already planned for the next six years? Gross Receipts – what does gross receipts refer to?	This refers to any structure with electricity used by the concessionaire. It may or may not be metered. Yes, may be used for equipment. For all structures and equipment the concessionaires uses. What is the current balance of the Maintenance Fund? The current balance is not available for the new concessionaire. That should be proposed by the bidder. The term "gross receipts" includes the total aggregate amount of the business done, sales made, and services performed by Concessionaire in, on, or from the Premises for cash and on credit (it being understood that sales on credit are to be included in gross receipts when the charge is made by Concessionaire). In addition, gross receipts shall also include the total aggregate amount received by Concessionaire from the operating of vending machines or any other third party contract. Any transaction on an installment basis involving the extending of credit shall be treated as a sale for the full price at the time such transaction was entered into irrespective of when title passes. Gross receipts shall not include the amount of any tax on sales from the Premises where such taxes are added to the selling price, stated separately, and paid by Concessionaire's customers, and remitted directly to the taxing authorities by Concessionaire.
21.	Are there currently vending machines on premises? Have there been in the past? What type? What has experience been with vandalism? n/a	No. No. n/a n/a
22.	Page 16 “Clean public restrooms” - Why aren't park personnel handling these restrooms?	This is not a food service contract, it is a concession agreement. It is the responsibility of the concessionaire to maintain the bathrooms restrooms and changing rooms at the Pool Site before and after

	<p>“monitor and control pest problems – flies and wasps” – Does this refer to snack bar areas only? “check all fire alarms and fire extinguishers regularly”</p>	<p>events and other concession buildings. Any areas used by the concessionaire. This process may be done by park staff. It is the responsibility of the concessionaire to see that the concession buildings are safe for use. This means checking all safety concerns including fire safety measures at their own cost.</p>
23.	<p>Page 17 “Concessionaire shall post all rules and instruct customers on the safe operations of all activities at the concession.” – what "safe operations of all activities"? “Concessionaire shall be responsible for having adequately trained personnel on hand during hours of operation as....” – “Hours of operation” – when snack bar is open or special event – not park hours of operation? Define "protecting visitors" Define "first aid assistance" What has the District experienced or believes is a reasonable number of "adequately trained personnel" to accomplish what is outlined here? Aside from special event staff and staff to run the snack bars, has there been a need for a site manager whenever the Concessionaire is on premise in any capacity? What is “adequate training”? Just Red Cross Adult and Pediatric CPR and First Aid Certification?</p>	<p>The operation of any activity in the park under the jurisdiction of the concessionaire. Rules should be posted and customers should be made aware of these rules. During concessionaire’s hours of operation. Any reasonable protection, i.e. providing shelter, calling 911. Any reasonable first aid as required by any food service staff. This is for the concessionaire to determine. Yes, any concessionaire in the past had a site manager or appointed representative on site at all times. Yes and the concessionaire maintains the first aid kit.</p>
24.	<p>Page 18 - HEALTH DEPT. REQUIREMENTS Has the Health Dept. been contacted to assess whether there are any deficiencies?</p>	<p>No, this would be done by the selected concessionaire.</p>
25.	<p>Page 22 - ASSIGNMENT & SUBLETTING What about subcontracted services like games, entertainment or a subcontracted food vendor (ie special ethnic or otherwise)</p>	<p>The agreement cannot be assigned or sublet, outside vendors may be hired to have additional activities such as a rock wall climbing activity.</p>
26.	<p>Please provide copies of most recent Ardenwood venue rental contract and District approved renter’s contract used at EBRPD Little Hills Ranch.</p>	<p>n/a Providing copies of District contract requires a request for public records. Please send this request directly to District Legal Dept. bpheng@ebparks.org</p>
27.	<p>How many cars can the parking lot accommodate?</p>	<p>There are 100 paved spots and overflow for 600 cars.</p>
28.	<p>How far in advance can people book Ardenwood for private events?</p>	<p>One year. Ardenwood event days may change from year to year.</p>

29.	If lighting were brought in for the Farmyard Area, is there any reason it can't be offered as an alternative evening rental site?	Yes, the animals in the farmyard area need down time to relax. Lighting around the café is OK.
30.	What is the anticipated start date of the contract?	January 1, 2017 or as of the date of the resolution.
31.	What was the amount the prior concessionaire paid as the rent percentage and CMF percentage?	Concession fee averaged approximately 10% and the maintenance fee averaged approximately 8%.
32.	Can a rain barrel be used for non-potable water used for catering parties, then used to water garden?	Concessionaire is not responsible for watering garden.
33.	What buildings would be included in the insurance policy as far as fire and replacement value? (page 6)	The two food service buildings and the pool site building.
34.	What regularly scheduled onsite office hours did the old concessionaire follow?	Monday through Friday, 10:00 a.m. – 7:00 p.m. Once to twice a month, formal open house nights.
35.	Exhibit D states days and hours snack bar should be open. Is This negotiable?	We are looking for a concessionaire that wants to promote food service at the park, not just the weddings. Hours of food service will be negotiable.
36.	What is the maximum capacity - Pool Reception site? Patterson House lawn?	225 Up to 300
37.	What is the maximum number of lease years the District offers?	Twenty.
38.	Is there wifi on the property? If not, would it be possible to add it?	No. Yes.
39.	How many parking spaces are available for events?	First come, first served.
40.	How many restrooms are available for weddings?	Two, at the pool site.
41.	How many events per year on average are hosted at Ardenwood?	Ten to fifteen
42.	Can vendors drive in to the park and the pool site?	Only before 10 a.m. and after 4 p.m.
43.	Are the facility fees stated in the RFP just what the concessionaire would pay to Ardenwood?	No, the fees listed on page 5 of the RFP are the fees customers have historically paid to the wedding vendor.
44.	Are weddings and corporate events part of the concessionaire's gross sales?	Yes, any money earned at Ardenwood is considered concessionaire's gross sales.
45.	During the walk-through, it was stated that the concessionaire would not be responsible for the cost of water and sewage but in the sample agreement, it states that concessionaire must reimburse District for both. Please clarify.	There will be a fee calculated for electric, gas and/or other shared utilities based on use.
46.	In the past, what was a good annual fee paid to District from concessionaire?	The average concession fee paid to the District over a ten year period was \$22,000 per year.
47.	Explain the process of getting pictures in front of the Patterson house?	A reservation must be made with the City of Fremont, fee is up to \$100.
48.	Does the concession agreement include allowing	No. The lawn around the Patterson house is for

	receptions on the lawn surrounding the Patterson house?	weddings only.
49.	Can bridal parties take photos in front of the barn area?	Yes, as long as there is no disruption to the public.
50.	Will the District consider proposals that include terms over three years?	Yes, the first year must be a two-year term. Additional terms after the first term can be in three to five year segments up to a total of twenty years. However, the District would not consider any long term agreements for this concession without very large (greater than \$100,000) capital improvements financed by the concessionaire.
51.	Is amplified music allowed?	Yes, after the park has closed to the general public and as long as it doesn't disturb the neighbors.
52.	What are the separate areas for rent in Deer Park and what is the rental rate? For E-I-O?	The areas for rent in Deer Park can be separated in any manner. In general, the District separates areas according to group size. E-I-O is not part of the use area for the concession. District picnic rates are below.

Site Capacity (Maximum number of people)	Alameda/Contra Costa County Residents	Non- Residents	Security Deposit
	Cities in Alameda County Cities in Contra Costa County		
35	\$60	\$84	\$50
50	\$80	\$112	\$75
75	\$120	\$168	\$100
100	\$160	\$224	\$150
150	\$240	\$336	\$150
200	\$315	\$441	\$150
300	\$470	\$658	\$250
350	\$545	\$763	\$250
500	\$775	\$1,085	\$250
200 Pavilion Sheltered Areas (Quarry Lakes Only)	\$420	\$588	\$250