

REQUEST FOR PROPOSAL
DUMBARTON QUARRY CAMP STORE CONCESSION
DUMBARTON QUARRY CAMPGROUND ON THE BAY
COYOTE HILLS REGIONAL PARK



EAST BAY REGIONAL PARK DISTRICT
2950 Peralta Oaks Court
P.O. Box 5381
Oakland, CA 94605-0381

NOTICE IS HEREBY GIVEN THAT THE BOARD OF DIRECTORS OF THE EAST BAY REGIONAL PARK DISTRICT (Park District) is now accepting sealed proposals at Park District's Operations Division Office, 2950 Peralta Oaks Court, Oakland, California, 94605-0381 for the operation of a Camp Store concession. Under no circumstances will proposals be accepted **no later than Tuesday, May 26, 2020 by 4 pm.**

Park District is offering a term of three (3) years with one additional term for seven (7) years, at Park District's sole discretion, for this concession. This concession will be operated pursuant to a Concession Agreement issued by Park District; no leasehold or other proprietary right is offered. Description of the concession and the requirements of the concessionaire are contained in this "Request for Proposal, Dumbarton Quarry Camp Store Concession, Dumbarton Quarry Campground on the Bay, Coyote Hills Regional Park".

Parties interested in competing for the Concession must submit proposals in accordance with the instructions contained herein. Proposers are responsible for making all appropriate investigations affecting this proposal. Description of the facility and the requirements of the concessionaire are contained in this Request for Proposals ("RFP").

You can download the RFP documentation package from the Park District website at www.ebparks.org/about/bids or email Tiffany Margulici at tmargulici@ebparks.org to request a hard copy of the RFP documents. Information provided is for general background only and is not to be relied upon for decision-making purposes. Failure of the Proposer to make all appropriate investigations shall not discharge or constitute a waiver of any term or condition of the Concession Agreement. Submission of a proposal shall be interpreted as conclusive evidence that the Proposer has made all such investigation. The Park District will carefully investigate each proposer's background and experience in the operation of like facilities.

All proposals become the property of the Park District and, once a successful proposal is identified or all proposals are rejected, shall be deemed public record subject to public disclosure under the California Public Records Act (Gov. Code section 6250 et seq.). The Board of Directors reserves the right to any of the following actions: (1) reject all Proposals, (2) modify the terms of this RFP either before or after the deadline for submission of proposals, (3) negotiate with one or more of the proposers, (4) call for additional proposals, or (5) refrain from accepting any proposal. Please be certain that your Proposal is complete.

It is expected that a Concession Agreement will be awarded following the public advertisement for competitive proposals, evaluation of those proposals, selection of the best proposal (based primarily on the most qualified proposer overall, and not simply on the rental payments proposed). The Park District will carefully investigate each Proposer's background and experience in the development and operation of like facilities. Proposers must be prepared to make all determinations of feasibility necessary to the operation of the proposed use. The Concession Agreement the Park District expects to award shall in no event become effective until a Concessionaire is selected and approved by Resolution of the Board of Directors.

Proposals shall conform to the requirements set forth in **Section 2 PROPOSAL SUBMISSION INSTRUCTIONS**. Failure to conform to the requirements may be cause for rejection of the Proposal.

Should you have any questions regarding this matter, please contact Tiffany Margulici at tmargulici@ebparks.org. Absolutely no phone calls will be accepted.

REQUEST FOR PROPOSALS TIMELINE

The following schedule has been established for the Request for Proposals for the operation of a Dumbarton Quarry Camp Store Concession, Dumbarton Quarry Campground on the Bay, Coyote Hills Regional Park which is located in Fremont, California. Questions regarding this RFP must be submitted in writing by email to tmargulici@ebparks.org and received no later than the dates listed below. Please do NOT contact any other Park District staff. The Park District’s website (www.ebparks.org) contains some information. A written compilation of all questions and answers, and any RFP addenda, will be posted at www.ebparks.org/Bids_and_RFPS under the Concession section. Questions will be answered as clearly and completely as possible without jeopardizing the competitiveness of the proposals.

All proposers must meet the deadlines below and/or be available on the dates listed below in yellow.

Announcement Open Proposal	Thursday February 6, 2020
Questions from Proposers deadline	Monday, April 27, 2020 by 4 pm
Questions and Answers posted to website	By Friday, May 1, 2020 by 4 pm
Mandatory Site visit	Tuesday, May 5, 2020 begins at 11 am and ends at 1 pm
Questions from Proposers deadline	Wednesday, May 6, 2020 by 4 pm
Questions and Answers posted to website	Monday, May 11, 2020 by 4 pm
Proposals Due	Tuesday, May 26, 2020 by 4 pm
Staff to check-in and verify Proposals	Wednesday, May 27, 2020
Proposers Notified of Interviews by email	Thursday, June 1, 2020 after 5 pm
Interview with Proposers	Monday, June 8, & Wednesday, June 10, 2020
Staff Recommendation	Thursday June 11, 2020 by 4 pm
Board Operations Committee – review	Thursday, July 18, 2020 at 12:30 pm
Park Advisory Committee - review	Monday, July 22, 2020 at 7 pm
Board of Directors - review and selection	Tuesday, August 11, 2020 at 1 pm

PLEASE NOTE: *this schedule is subject to change as circumstances warrant and any changes to the schedule and/or additional information such as answers to questions will be posted on the Park District website. Please check the website for the most current information before sending in your proposal.*

MANDATORY SITE VISIT

You must attend site visit, please RSVP by e-mail tmargulici@ebparks.org at least 24-hours in advance of **Tuesday, May 5, 2020 at 11 am**. Park District staff may discuss the RFP package at the site visit.



DUMBARTON CAMPGROUND
CONCEPTUAL DESIGN - Updated 09 2018



SITE BACKGROUND

The Dumbarton Quarry Campground on the Bay in Coyote Hills Regional Park (the “Park”) is operated by the Park District. The site, approximately 91 acres, is immediately north of the toll plaza for the Dumbarton Bridge on Highway 84 in Fremont, California. After decades of mining aggregate from an open pit on the subject site, the current operator, Dumbarton Quarry Associates (DQA), has entered the reclamation phase and is now in the process of filling in the open pit mine and creating a usable landscape over the former mine including a recreational facility that will be part of the Park District. The regulatory agencies for the park are DQA, the City of Fremont, and the Park District and a “Dumbarton Quarry Park Landscape Master Plan,” is now considered relatively fixed in concept and will be constructed by DQA.

Phase I of the Dumbarton Quarry Park Landscape Master Plan calls for a 63-site RV campground, amphitheater, an irrigated turf day-use playground and picnic areas, trails and bike paths with connections both north and south to adjacent parks and open spaces, and supporting restrooms, parking areas, irrigated green amenity areas. The Phase I site will also reserve space for the Park District to construct facilities including a service yard and, potentially, an event center.

During the first 7 to 10 years or so of Phase I campground operations, the adjacent open pit mine will continue to be filled. When fill operations are complete, future plans may include a restored ridgeline over the majority of the former mine site. In addition, Phase 2 conceptual plans call for additional campsites to be created along the edge of the meadow, currently envisioned to include 20 car camping sites, 20+ walk-in sites, which may be upgraded for convenience camping. Full build out in approximately 2029 will likely have created a family campground with 100+ units.

LOCATION

The park is located between the 30,000-acre Don Edwards Wildlife Refuge and the 980-acre Coyote Hills Regional Park, providing an important link in the San Francisco Bay Trail plus miles of hiking opportunities amid the wetlands and grassy hillsides of the southern East Bay shoreline.

JURISDICTION

The East Bay Regional Park District is a two-county Special District providing regional parks and open space for both Alameda and Contra Costa Counties.

OPPORTUNITY

This RFP describes the opportunity, the requirements, and the information that must be included in the proposals. Potential concessionaires must submit proposals that provide the best strategies for the maintenance, management, and operation of the Camp Store Concession (“Concession”) upon the terms and conditions of the Agreement and for no other purposes. The Concession will include one or two Tuff Sheds/Containers for store storage as well as the possibility to be used for recreational programs that would require such as rental of lawn game equipment, kites, bikes, and surrey bikes, etc. The Concession will sell canned and packaged goods, bottled and canned drinks and will be expected to sell firewood year-round as well as providing an information center to assist campers and call Park District Dispatch in emergencies. The Concession is not, and will not be, set up to sell liquids by the cup, unpackaged food, or ice. Parties interested in operating this concession must submit proposals in accordance with the instructions contained herein.

In addition, a RV space with hookup will be available for the Concession Manager. The Concession Manager will sell firewood from the RV space during non-curfew hours when the store is closed and will have certain camp duties, i.e. providing visitor information, operating the laundry room, and notifying Park Rangers and/or Public Safety in case of emergencies or campground disturbances.

The Concession is expected to be completed by approximately **the end of 2020**. As of the release date of this RFP, the Concession description is:

Overall Dimensions is 22 ft x 28 ft = Total 616 sq. ft.

Includes: Store with Office, Restroom, and Laundry

Office Room Dimensions: approx. 8 ft x 12 ft

Restroom Dimensions: approx. 6.5 ft x 7.5 ft

Laundry Room Dimensions: approx. 12 ft x 8 ft

- Washer/Dryer Dims: each approx. 24-29 in x 30 in

Park District will provide the Concession tenant improvements with the advice of the concessionaire including large appliances, countertops and shelving, etc.

Diagram is shown on Attachment A.

GOAL OF RFP

Park District's primary objective in this RFP is to secure a concession operator that will provide the highest standards of operation and maintenance of a Camp Store at the campground and be financially viable and profitable for both the Concessionaire and the Park District.

OCCUPANCY PROJECTIONS

The evaluation for the use of the camp store was derived by evaluating camping industry occupation rates. In the Bay Area market, Candlestick RV Park has a monopoly position in the tourism mecca of San Francisco, in spite of its sparse environment, lack of amenities, and high density. The next highest is the next closest facility to San Francisco, the San Francisco RV Resort in Pacifica. The next are the Coyote Valley RV Resort in San Jose and the Petaluma KOA.

The low end of the market includes bare bones sites on the Alameda County Fairgrounds campus, and two distant and high-density parks in Gilroy immediately adjacent to the freeway. Of interest, the Park District's RV site rates are at the low end of the market today, although the dozen sites at Chabot are known to be small, hard to maneuver into, and with substandard electrical service.

In terms of occupancy rates, in spite of being well located within the region, and of relatively high quality, mid-week occupancies will still often be low at Dumbarton Quarry, especially from November to March. It also tends to take a new RV park and campground several years to reach its stable operating occupancy. For financial projection purposes, the following ramp up will be used to estimate average occupancy including each full year of operations:

Year 1	50%
Year 2	53%
Year 3	55%
Year 4	58%
Year 5+	61%

HOURS OF OPERATION

Store to be open 7 days a week, hours are flexible. Concession Manager will sell firewood out of their RV Space when the camp store is closed during non-curfew hours.

PARK DISTRICT OBJECTIVES

Park District's principal objectives in entering into an agreement for the management, operation, and maintenance of the Concession are:

1. Preserve and enhance the condition of the Concession.
2. Promote use of the facility and provide a quality experience with a reasonable fee structure.
3. Maintain an environmentally and economically viable operation with revenues sufficient to cover operating expenses, as well as maintenance and improvement reserves while providing the Concessionaire and the Park District an adequate return on investment.

REQUIRED SERVICES

The proposals will be evaluated based on a Concessionaire's ability to provide the required services, among other factors. The principal objectives in entering into an agreement for the management, operation, and maintenance of the concession include the concessionaire's:

1. Minimum three years of experience in the provision of a camp store or similar concession in a public park and the ability to operate and maintain a camp store concession. 7-day/week operation of Camp Store, packaged food only, Laundry Room, Rentals, i.e. bike or buggy
2. Demonstrated ability to maintain an economically viable operation with revenues sufficient to cover operating expenses, including payment of reasonable concession fees and concession maintenance fund fees to Park District.
3. Experience and demonstrated ability to preserve the concession and maintain the condition of the concession.

Maintenance - The concessionaire will be responsible for the ongoing maintenance and other day-to-day operational aspects of the concession structure's interior and exterior areas, as well as the following operation and maintenance activities:

- Conducting assessments of building condition
 - Removing garbage, debris, and litter from the premises (within 100 feet)
 - Performing janitorial services, regular graffiti removal and cleaning of the exterior
 - Replacing damaged glass, broken windows, and doors
 - Fixing leaks
 - Painting
 - Performing routine maintenance of operational systems and equipment
 - Providing repair and maintenance supplies and small equipment
 - Reporting significant maintenance or repair needs to the Park District
4. Demonstrated ability to market and promote use of the concession and provide a quality experience with a reasonable fee structure for visitors.
 5. Demonstrate the concessionaire's proof of fiscal solvency and financial ability to successfully run the concession.
 6. Payment and accounting of all expenses in a timely manner.
 7. Formulation and implementation of operation systems, business plans, and budgets.
 8. Handling of all personnel matters including employment, training, and terminations.
 9. Follow all applicable City, County, State, and/or Federal labor laws.
 10. Administration of all terms and conditions of the agreement.
 11. Demonstrated ability to communicate effectively and foster and maintain positive relationships with Park District and customers.

While not required, additional consideration will be given to experience and demonstrated ability with rental of recreational equipment.

TERM OF AGREEMENT

The term of the agreement is for a 3-year initial term with a 7-year extension, at the Park District's sole discretion. Concessionaire must request the extension no less than ninety (90) days before the end of the Initial Term.

AGREEMENT REQUIREMENTS

1. Proposers must be familiar with and understand all the terms and conditions of the Sample Concession Agreement (included herein). The proposal should be based on the requirements of this agreement in its entirety. The successful proposer shall be expected to accept the provisions of the Sample Concession Agreement as written. If necessary, minor clarifications, approved by staff Counsel and the Business Services Manager may be made prior to agreement execution. The intent of the agreement is to provide the public with the full range of operations, high-quality reasonably priced goods and services in an authentic manner and atmosphere that enhances the visitor's experience of the park.
2. The concession agreement will be awarded to the proposer that best fits the criteria.
3. The successful proposer will be responsible for obtaining any and all necessary approvals, permits and licenses and for any outfitting and lawful operation of this concession.
4. The concessionaire will comply with all city, state and federal laws relating to access for persons with disabilities.
5. The concessionaire will provide sales and merchandise to support the park visitor's use of facilities, including but not limited to packaged food and firewood.
6. The concessionaire must submit a list of proposed sales items to Park District for approval before they are sold on Premises.
7. No sale of alcohol will be allowed.
8. The concessionaire will be required to carry at least \$2,000,000.00 in general liability insurance coverage and property damage liability insurance coverage, and replacement value in fire and casualty coverage with the Park District named as Additional Insured.
9. Proposer shall identify the percentage of gross receipts which he/she is willing to pay for Years 1 through 3, the percentage concession fee required is a minimum **3%** of gross receipts and the percentage concession maintenance fee required is a minimum **2%** of gross receipts. For Years 4 through 10, the percentage concession fee required is a minimum **3%** of gross receipts and the percentage concession maintenance fee required is a minimum **7%** of gross receipts. The concession maintenance fee will go into a dedicated Concession Maintenance Fund to help maintain the premises, facilities, and furnishings in good condition in accordance with the concession agreement provisions of the Sample Concession Agreement.
10. The concessionaire will submit monthly reports of gross receipts with each monthly payment to the Park District, in a format approved by Park District. At the end of each operating year, the concessionaire will be required to submit a detailed income and expense statement for the past year's operation.

11. The concessionaire must pay all taxes applicable to the operation of the concession.
12. The concessionaire will be responsible for securing any equipment every evening. Storage will be permitted at the site.
13. All prices, fees, and increases for any and all proposed products and services offered at the concession must be approved in advance by Park District. Proposers must submit their proposed price lists and hours of operation during the annual review of fees and charges which takes place several months ahead of any price changes.
14. The concessionaire will remove all rubbish generated by this concession. The concessionaire will be responsible for cleaning the licensed premises and the area within approximately 100 feet of the premises and as directed by the Park Supervisor. In addition, the concessionaire will keep all signs and structures free of graffiti. The concessionaire must comply with all the Park District's policy and all city, state, and federal regulations regarding recycling.
15. The concessionaire will be responsible for maintaining total security within the licensed premises and will provide a presence (by either concessionaire, an employee or person acting on behalf of concessionaire in a management position) on the site to operate the facility and respond to emergencies on a daily basis.
16. The concessionaire must cooperate with Park District during special events or other unanticipated eventualities.

SECTION 1. REQUEST FOR PROPOSAL

PURPOSE

This Request for Proposals (RFP) provides all potential concessionaires of the Park District's Dumbarton Quarry Regional Recreation Area, Dumbarton Quarry Camp Store Concession with all the necessary relevant information, the requirements to submit a proposal for operation of the Concession, and a sample of the proposed preliminary Concession Agreement.

REVIEW OF PROPOSALS

Following the opening, all proposals will be reviewed by a committee consisting of representatives of the Park District and other interested parties as selected by the Park District. This committee will review all proposals that meet the minimum qualifications.

ORAL INTERVIEWS

The Park District will notify each such Proposer of the scheduled time and location for his/her interview on the date indicated in the timeline on page 2.

ORAL PRESENTATIONS

Proposer may be required, at Park District's option, to make public and/or private oral presentations to elaborate on the written proposal. These presentations will be held subsequent to preliminary evaluations of the proposals. The Park District will notify each such Proposer of the scheduled time and location for their presentation.

SECTION 2. PROPOSAL

This RFP provides all potential concessionaires with relevant information, the necessary requirements to submit a proposal for the concession, and a sample Concessionaire Agreement.

A. Proposal Elements

The proposal must contain your (this means you and/or your organization) responses **in the numbered format below**. Each proposal submitted must meet the following requirements. Failure to comply will result in the automatic disqualification of a submission from further consideration.

- I. Submit two (2) hard copies of the Proposal plus one (1) electronic copy on CD or thumb drive at the Front Desk (in person or through the USPS), to the attention of Tiffany Margulici at 2950 Peralta Oaks Court, Oakland, CA 94605, no later than 4:00 p.m. on the date stated on page 2 of this RFP.

All proposers must submit a proposal that includes a fee offer. Proposals must be printed or typed on 8 1/2" x 11" paper. Illustrations may be included. All plans are subject to Park District's approval. No oversized drawings may be submitted, must be 8 1/2" x 11" pages or reductions to 8 1/2" x 11". Do not print on both sides of paper. Do not submit more than 20 pages, not including Financials (#12 & 13 of this Section). Font shall not be smaller than 12 pt. No facsimile proposals will be accepted. Proposers are encouraged to use discretion in the amount of information they submit. **Do not** submit proposals in hard plastic or spiral binders.

The proposal and any additional information should be submitted in a sealed envelope with the following information written on the outside:

YOUR NAME AND ADDRESS
and
**REQUEST FOR PROPOSALS - DUMBARTON QUARRY CAMPGROUND
CONCESSION, DUMBARTON QUARRY REGIONAL RECREATION AREA**

The proposal should be clear, concise, complete, well-organized, and demonstrate the vision you (this means you and/or your organization) have for the concession. You are required to follow the following format. Please prepare your Proposal such that it is no more than twenty (20) 8.5 x 11 letter sized, single-sided pages or (10) ten double-sided pages (outside cover, table of contents, divider pages and bank statements or tax returns do not count toward the page limit). Font size shall be 12 point. Please use Portrait orientation. Do not use binders. Each section of the proposal must be Headed or Tabbed according to the numbered titles I through 12 in Proposal Elements to aid in information retrieval and review by the Park District's Selection Committee.

Proposal Cover:

Include the RFP's title and proposal due date, your name, the name of the main contact, address, email, fax number and telephone number.

Transmittal Letter:

Addressed to Tiffany Margulici and signed by you (an officer of the organization). In the case of a joint relationship, an officer of each partner organization shall sign.

Provide the following information:

- Address of office providing the services
- Telephone number
- Summary description of organization
- Areas of expertise
- Size of organization (including number of registered professionals)
- Years in business

Table of Contents:

Include a complete and clear listing of headings and pages, and list attached documents.

All proposals submitted in response to this RFP become the property of the Park District and are subject to the requirements of the California Public Records Act (California Government Code Section 6250 et seq.) Once a successful proposal is identified or all proposals are rejected, all proposals shall be deemed public records. The proposer must identify in writing all copyrighted material, trade secrets, or other proprietary information the proposer claims are exempt from disclosure under the Public Records Act. Proposers claiming exemption must include the following statement in their proposal:

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

Failure of a proposer to include this statement and/or identify in writing the claimed exempt material shall be deemed a waiver of any exemption from disclosure under the Public Records Act. Requests to review proposal submissions will not be allowed until after a Staff Recommendation is made.

To ensure fair competition, all proposers will receive the same information and materials; no telephone or personal inquiries about this RFP will be answered.

- Late Proposals are not acceptable and will be returned to the respondent unopened
- There will not be a public opening of Proposals
- The Park District reserves the right to request, receive, and evaluate supplemental information and clarifications during its evaluation of Proposals and the Park District will conduct this process in a fair and impartial manner
- The Park District reserves the right to disregard any immaterial irregularities in any response
- The Park District reserves the right to cancel or amend this RFP or to extend the date responses are due
- Incomplete Proposals or inaccurate information may be cause for disqualification
- Issuance of this RFP does not commit the Park District to award an agreement or to pay any costs incurred in preparation of a Proposal or any response to this RFP
- The Park District reserves the right to reject any or all Proposals
- All materials submitted to the Park District will become the property of the Park District and will not be returned
- All information submitted in response to the RFP will be considered official information

acquired in confidence and the Park District will maintain its confidentiality to the extent permitted by law.

2. State the type of business that describes your business (Sole Proprietorship, Partnership, Joint Venture, Limited Liability Company or Corporation) and provide proof. The type of business must be established prior to submitting a proposal. All proposals must include documentation that they can do business within the State of California.
3. For the purpose of this RFP, proposers must have a minimum of three (3) years' experience managing or operating a business of similar type, size and scope as the concession operation set forth and described in this RFP. Proposals with less than the minimum experience will be disqualified. Describe your experience in performing similar operating and/or management activities, preferably for same-sized facility with details of specific activities and concession management, building maintenance, and time frames in which the experience occurred. Include additional information as needed.
4. Describe the services, capabilities, and advantages that you offer, for example:
 - Current workload
 - Available staff
 - Resources
 - Capacity and flexibility to manage a concession
 - Cost control procedures
 - Track record in meeting budgets
5. Outline your approach to the concession. Describe any improvements you would make. Describe your proposed detailed management and operation plan for the concession and how you will implement the plan. Describe how you will provide efficient and effective services. Indicate your understanding of typical critical concession elements, and what special approaches you will utilize to control these elements. Describe your goals for the concession.
 - a. Provide a plan and timeline for starting concession operation and providing a seamless transition in customer service. If applicable, this plan shall consider provisions for the retention of employees of an existing concessionaire who may become displaced during the transition to a new concession operator.
6. Describe your ability to collaborate, facilitate, and resolve issues in a timely and professional manner. Issues may include customer complaints, budget and cash flow challenges, etc.
7. Charges to Customers – Possible rates to clients for proposed services.
8. Concession fee and Maintenance fee - State the rate you will pay monthly for fees. For years 1 – 3, you will be required to propose, at a minimum, a concession fee of 3%, and at a minimum, 2% for the concession maintenance fund. For years 4 – 10, you will be required to propose, at a minimum, a concession fee of 3%, and at a minimum, 7% for the concession maintenance fund. The concession maintenance fund fees will be held by the Park District for major capital improvements.
9. Agreement
 - a. Appendix “A” is the Park District’s standard Concession agreement. Please review the agreement. You must be willing to sign the agreement “as-is” or with minimal changes

that the Park District may agree to. If you will have significant issues with the agreement terms and conditions, please re-consider submitting a Proposal.

- b. If you take any exception to any of the terms and conditions in the Park District's standard form concession agreement, the exception(s) and reason(s) shall be stated in the Proposal.
- c. Provide proof of the insurance requirement per the Concession Agreement for general liability, automobile and worker's compensation.

10. Provide a description of any pending legal issues you are facing.

11. Provide three (3) references from jurisdictions for which you ran a camp store, must include names, titles, email addresses, and telephone numbers.

12. Submit resumes of any other professional staff that would perform the work, including relevant qualifications and degree of understanding the inner working of the management process.

- a. **Concession Personnel:** Provide detailed qualifications of the proposed concession manager(s), Clearly identify experience and qualifications relevant to the services described in this RFP.
- b. Provide a complete list of all staff hourly rates by category, i.e., Concession Manager, store clerk, etc. Hourly rates shall be all-inclusive, and include base salary, fringe benefits, overhead, etc.

13. Financial Condition - Describe your financial condition and provide the last three (3) years of bank statements (may be substituted with the last three (3) years of tax returns.) Significant weight will be given to such financial information in the selection process. The Park District may request a bond for \$10,000 as a security deposit when awarding the agreement.

- a. **Credit Worthiness:** At a minimum, evidence should include a credit report issued by a nationally recognized credit bureau within 60 days of the proposal due date and include the Fair Isaac Corporation (FICO) score. Any derogatory information listed on said reports must be explained. Below average FICO scores, outstanding debts, delinquent payment history on current concession contracts, and any other derogatory information may disqualify a proposal.

14. Provide detailed financials for the operation and maintenance the concession.

- a. Provide a **3-year** projection of revenues and expenditures anticipated from the proposed concession activities. Revenues should include all sales and any other service performed for which a fee is charged. The statement must show month-by-month projections for the first twelve months.
- b. Provide a detailed **3-year** budget for your organization in order to operate and maintain the concession.
- c. Provide a **3-year** Pro Forma Income or Cash Flow Statement.

B. Amendments

If Amendments to this RFP are issued, Respondents must acknowledge receipt of Amendments in

the cover letter of their RFP responses. Failure to acknowledge and respond to any Amendments issued by the Park District may cause the Respondent's Proposal to be deemed non-responsive.

C. Questions

Any questions or requests for clarifications to this RFP must be submitted in writing by email to the EBRPD, Business Services, Attn: Tiffany Margulici, 2950 Peralta Oaks Court, Oakland CA 94605 at tmargulici@ebparks.org. Answers to questions or requests requiring clarification to this RFP will ONLY be posted on the Park District's website.

Questions **regarding the site visit must be submitted no later than 4 pm on the date stated on page 2 of the RFP.** Questions received after this deadline may be answered at the discretion of the Park District.

SECTION 3. SELECTION PROCESS

The Park District intends to negotiate an agreement with the selected individual/organization as determined by the Park District to be in the best interest of the Park District.

Step 1 – Response to Park District's RFP

Submissions must meet the requirements of the RFP.

Step 2 –Interviews with Organizations Selected in Step 1

Interviews will be held with each selected proposer to discuss their approach and methods for operating the concession and other subjects chosen by the Selection Committee. Respondents selected for interviews will be notified by email. The Park District will specify the date, time, and location of their interviews.

Step 3- Evaluation of RFP Responses and Ranking of Respondents

Based on the evaluation of the RFP responses and interview results, the Park District will rank the respondents and select the top-ranking organization with whom to attempt to negotiate an agreement as determined by the Park District to be in the best interest of the Park District. If negotiations are not successful with the top-ranked organization, the Park District will attempt to negotiate a contract with the second-ranked organization and so on, or the Park District may pursue other methods of negotiation.

SECTION 4. EVALUATION FACTORS

The Park District will use the selection process outlined herein. An Interview and Selection Committee composed of key Park District staff and staff from other related agencies will review and evaluate responses to the RFP and will conduct interviews.

The points that have been assigned to each topic below are shown to the right of the title. The Park District will compare and evaluate all qualifying proposals and select an organization that, in the sole and absolute discretion of the Park District, can fully meet the requirements of the Park District, based upon the following factors:

Section 2. A.	ITEM	CONSIDERATION	% WEIGHT
1 & 2	Submission Requirements and Format	Each proposal submitted must meet the requirements for submission and format. Failure to comply will result in the automatic disqualification of a submission from further consideration.	5%
3 & 4	Experience and Background	Demonstration of experience with the types of equipment and services required to operate the concession along with maintenance of the site. Years in business, amount of relevant experience (breadth and length). Evidence of a variety of experiences in the concession business.	15%
5 & 6	Operation Plan / Services / Improvements	The degree to which proposal addresses the operation and management plan. Proposed enhancement plan of services at the concession and evidence of ability to accomplish these objectives.	15%
7 & 8	Payment to Park District / Charges to Customers	Projection of Sales. Evaluation of payments (Concession and Maintenance Fund Fees) and evidence of ability to make the payments.	5%
9	Concession Agreement	Willingness to meet the terms of the Concession Agreement. Reasonable requests for changes will be accepted or negotiated at Park District's sole discretion.	10%
10 & 11 & 12	Quality of Service	Demonstration of successful history and knowledge of personnel, management, operation, and the marketing of concession.	20%
13 & 14	Financial Capability	Capability to provide services throughout the term with adequate strength to cover start-up costs and sustain possible losses; sources of financing and availability of immediate funds and backup funds. Must provide details of financial resources and stability of organization.	20%
	Oral Interview	Interviewer's evaluation	10%
		TOTAL	100%

SAMPLE DRAFT CONCESSION AGREEMENT

THIS AGREEMENT is entered into as of _____, 2020 between the EAST BAY REGIONAL PARK DISTRICT, a California Special Park District (Park District), whose address is 2950 Peralta Oaks Court, Oakland, CA 94605, and _____ (Concessionaire) whose address is _____ . The parties hereby agree as follows:

FOR AND IN CONSIDERATION of the mutual terms, covenants, and conditions herein, Park District hereby grants to Concessionaire, pursuant to its powers under Section 5540 of the Public Resources Code of the State of California, and Park District Resolution No. _____, the exclusive license to operate the Dumbarton Quarry Campground concession facility, (Concession) at Dumbarton Quarry Regional Recreation Area (the "Park"), signed by the parties, and incorporated herein, subject to the following terms and conditions.

- 1. PREMISES.** That Park District, in consideration of the payment of concession fees hereinafter specified to be paid by Concessionaire and of the covenants and agreements herein contained to be performed and observed by Concessionaire, does hereby license to Concessionaire for the purposes hereinafter specified that certain property, the Concession in the Park, and as more particularly shown in Exhibit "A".
- 2. TERM.** This License is granted for a term of _____ years beginning _____ and terminating _____. In Park District's sole discretion, by approval from the General Manager, Park District may grant Concessionaire an extension of the term of the Agreement for one _____-year option period. Concessionaire shall give notice to Park District sixty days prior to expiration of initial term to request entering into the second term. Park District shall respond within sixty days to such request.

This Agreement shall be subject to early termination as follows:

- a. Upon at least 180 days prior written notice to such effect by Concessionaire to Park District.
- b. Upon the failure of Concessionaire or its members to observe any of the requirements of this Agreement, after at least fifteen days' notice from Park District to correct such default.
- c. By Park District upon determination by its Board of Directors that the Concession is an incompatible use of Park. The Board of Directors shall have sole discretion to determine whether the Concession is an incompatible use or constitutes a nuisance or public safety hazard to other park users. Upon such a determination, Concessionaire shall be given 180 days to remove all its property and restore the site to its "before" condition and repair any damage Concessionaire has caused.

3. FEES AND CHARGES.

- a. **Concession Fee.** Concessionaire shall pay to Park District as the Concession Fee, without deduction, set off, or demand, the sum equal to the following percentage of Concessionaire's Gross Receipts, as defined in Section 3.b., for the prior calendar month for the initial term of this Agreement, the sum equal to ____% of Concessionaire's gross receipts upon the Premises. Following the first whole or partial month of the term hereof, Concessionaire shall furnish to the Park District by the 20th day of each month, a verified

statement of its total gross receipts for the preceding month along with the Concession Fee for that period. The monthly statement and the Concession Fee shall be mailed to the Finance Department, P.O. Box 5381, Oakland, California 94605-0381.

- b. **Concessionaire's Maintenance Fund.** In addition to the percentage Concession Fee paid during the term pursuant to Section 3.a. and the ongoing maintenance required by this Agreement, Concessionaire agrees to pay by the 20th day of each month for major maintenance, replacement, or addition of Park District-owned facilities, the sum equal to ___% of Concessionaire's gross receipts upon the Premises for the prior calendar month. Park District will account for these funds in a separate account designated as "Dumbarton Quarry Campground Concession Maintenance Fund" and maintain adequate records thereof. Concessionaire will prepare a maintenance fund plan with projected costs each year with the Park Supervisor, the Unit Manager and Business Services staff to obtain the necessary Park District approvals and prioritization. Concession maintenance and/or replacement categories are listed in Exhibit "B".
- c. **Late Charge.** If any installment of the Concession Fee or the Concession Maintenance Fund fee due from Concessionaire is not received by Park District when due, Concessionaire shall pay to Park District an additional sum of 10% of the overdue concession fee as a late charge. Acceptance of any late charge shall not constitute a waiver of Concessionaire's default with respect to the overdue amount or prevent Park District from exercising any of the other rights and remedies available to Park District.
- d. **Gross Receipts.** Concessionaire is required to recognize its revenue with a cash basis accounting method. The term "gross receipts" herein shall include the total aggregate amount of the business done, sales made, rentals, commissions received, 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 cash (or a check) is actually received by Concessionaire). In addition, gross receipts shall also include the total aggregate amount received by Concessionaire from the operating of vending machines. 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.
 - i. Concessionaire will maintain detailed records regarding sales by retaining independently verifiable written reports that show date and amount collected as well as keep a comprehensive all-inclusive record for three (3) years at the least, to substantiate accuracy of Concessionaire's reported gross receipts.
 - ii. Sales of the Concessionaire's own fixed assets, such as equipment, will not be considered part of gross receipt. In addition, reimbursements for actual costs or services, should not be included in gross receipts. However, if the Concessionaire adds a "handling or service" fee to the actual costs, then this "handling or service" fee shall be included in gross receipts.
- e. **Records - Inspection.** Concessionaire shall keep true and accurate books and records showing all of its income and expenses and business transactions in connection with the Concession **in separate records of account** in a manner reasonably acceptable to Park District, and Park District shall have the right through its representatives, and at all reasonable times, including any time during the one year period following the termination of the Agreement, to inspect such books and records including State of California sales

tax return records, Federal and State income tax returns and Federal and State payroll tax reports. Concessionaire shall keep gross receipt deposits and cash disbursements related to the operation of the Concession in a **separate bank account**.

- f. **User Rates and Agreements.** The rates and charges to users of the Concession are listed in Exhibit “C” which is attached hereto and made a part hereof. The rates and charges to users of the Concession are approved annually through the Park District’s Fees and Charges update period.
 - i. **Rate Increases.** Concessionaire shall not increase the user rates in Exhibit C and/or institute any additional services and charges without the prior written consent of the Park District, which consent shall not be withheld unreasonably. For rate increases, the Concessionaire must submit requests during the annual Fees and Charges update period initiated. Park District will notify the Concessionaire of the time period for the annual update.
 - ii. Concessionaire will attempt to keep prices below competitors’ pricing. Park District agrees to approve any price changes that are below immediate competitor prices.

4. CONDITION OF PREMISES AND EQUIPMENT. Concessionaire acknowledges and agrees that the Premises are in good and tenantable condition. Concessionaire further acknowledges that the equipment to be provided by Park District is in good operating condition. Concessionaire shall accept the Premises and equipment to be provided by Park District in their presently existing "as is" condition and agrees that Park District shall not be obligated to make any alterations, additions or improvements thereto.

5. USE OF THE PREMISES. Concessionaire shall use the Premises as listed in Exhibit “D”.

6. FACILITIES AND EQUIPMENT PROVIDED BY PARK DISTRICT. Upon commencement of the Term, Park District shall provide the following:

Park District shall provide hookup for electrical, telephone, sewer, and potable water service at the existing locations at no cost to Concessionaire. Electrical service at this location shall be 100 and 200 amp. Park District has a permitted dump station on the property that requires unlimited access. Any future utility hookups deemed necessary by Park District in its sole discretion will be provided by the Park District. Park District will provide the Camp Store concession tenant improvements with the advice of the concessionaire. Park District will pay for gas and electric, sewer service, garbage pickup, and water service.

7. FACILITIES AND EQUIPMENT PROVIDED BY CONCESSIONAIRE. Concessionaire shall provide, at its own expense, other equipment, as needed, which equipment is not provided by Park District. This equipment will be the responsibility of Concessionaire who shall obtain written approval of Park District prior to providing any other equipment that Concessionaire deems to be necessary for the good and proper operation of the concession.

8. PROMOTION; SIGNS. Concessionaire shall not display any signs whatsoever within Park or on the Premises without the prior written consent of the Park Supervisor. Application for such consent shall show in reasonable detail the type, character and size of any such sign Concessionaire desires to display. Park District agrees not to withhold nor delay approval of reasonable requests for signs.

Concessionaire shall maintain one or more bulletin boards for posting notices, hours of operation, fees, safety regulations, information about activities on the Premises and may distribute pamphlets or brochures describing the services and activities available on the Premises. All promotional materials shall contain the reference "Dumbarton Quarry Campground Park, an East Bay Regional Park District facility".

9. PROTECTION OF PARK AND GENERAL PUBLIC USE. It is recognized by Concessionaire that the premises are within a Regional Park, owned, operated and maintained by the Park District, as an essential part of its system for furnishing park and recreation opportunities for the inhabitants of the Park District. Concessionaire agrees to cooperate with the Park District to protect lands of the Park District from destruction by erosion, fire or improper use, and to protect the flora and fauna within the Park, as well as the area assigned to Concessionaire and to protect the public at all times from hazards. The provisions of this Agreement shall at all times be considered in order to accomplish the above-mentioned objectives.

All Concessionaire-sponsored activities and participating individuals are subject to the provisions of the East Bay Regional Park District's Ordinance No. 38 and Concessionaire agrees to abide by all rules and regulations therein. Accidents that occur on the Premises must be reported to the Park Supervisor and Public Safety within 24 hours.

Concessionaire is granted authority to develop, administer and regulate the activities of those using the Premises pursuant to posted rules and regulations governing use of the Premises and use of the adjoining parkland. All such rules and regulations must be approved in advance in writing by the Park Supervisor and shall not conflict with Park District Board policy and other rules and regulations established by Park District. Park District ordinances and rules and regulations shall take precedence. Concessionaire shall post all rules and instruct customers on the safe use of the concession.

In the case of abuse of the facility or unsafe actions on the part of any person(s), Concessionaire shall courteously and respectfully point out such abuse or unsafe action and request that such person(s) refrain from so doing. Should such action persist or in the case of any dispute, the matter shall be promptly referred to the Supervisor of the Park or, in case of present danger, to a Park District Police Officer.

While Park District shall provide the normal level of public safety services to the Premises that it supplies to the adjacent and other Regional Parkland areas, Concessionaire shall be responsible for having adequately trained personnel on hand during hours of operation as required to perform foreseeable needs for maintaining an orderly operation, protecting visitors, on the Premises and providing emergency response in the event of accident or fire, including first-aid assistance on the Premises. Concessionaire agrees to instruct its personnel to use all reasonable efforts to notify Park District's Public Safety Department in the event of emergencies or other significant disturbances.

10. SAFETY. No special events will be conducted by Concessionaire without prior approval by the Park District. In order to insure the safety of the public, these safety precautions will be followed at all times:

- a. Smoking will be strictly prohibited on the Premises and the surrounding area, except at the campsites. Employees of the Concessionaire must have a designated place out of public view.
- b. All injury accidents shall be reported to the Park Supervisor within 24 hours.

- c. Fire Protection. Concessionaire shall take all necessary precautions to prevent fire in or about the Premises, and Concessionaire shall carefully observe all rules of Park District relative to fire prevention. Concessionaire shall, at its expense, install and maintain such fire prevention and firefighting practices and equipment as may be specified or required by Alameda County or any other agency having jurisdiction to regulate fire prevention measures at the Premises.

Concessionaire will follow the Park District's prescription for maintaining park fire protection with mandated work and timelines; this may include weed trimming by hand or goat.

- d. Hazardous Substances. No goods, merchandise or material shall be kept, stored, or sold in or on said Premises which are in any way explosive or hazardous; and no offensive or dangerous trade, business, or occupation shall be carried on therein or thereon, and nothing shall be done on said Premises, other than as is provided for in this agreement, and no machinery or apparatus shall be used or operated on said Premises which will in any way injure said Premises or adjacent buildings. Gasoline and other flammable material shall be stored, handled, and used by Concessionaire as required by present or future regulations and laws.
 - i. Concessionaire represents and warrants to Park District that Concessionaire will not generate, store, release or dispose of any hazardous materials on, under or about the Premises in violation of any hazardous substance laws (as defined below). Concessionaire shall indemnify, defend and hold Park District harmless from any costs, losses, claims, damages, penalties and liabilities arising from Concessionaire's generation, storage, release, or disposal of any hazardous materials on or about the Premises. The provisions of this section will survive the expiration or termination of this Agreement.
 - ii. For purposes of this Agreement the term "Hazardous Materials" includes, but is not limited to, substances defined as "hazardous substances," "hazardous materials," or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; and those substances defined as hazardous, toxic, hazardous wastes, toxic wastes, or as hazardous or toxic substances, including but not limited to petroleum and petroleum by-products, by any law or statute now or after this date in effect in California; and in the regulations adopted and publications promulgated pursuant to those laws (all collectively "hazardous substance laws").

II. EMPLOYEES-PERSONNEL. All persons employed or utilized in connection with the operation of the Premises, including relatives, shall be adequately trained for such purposes, shall be courteous, shall be suitably and neatly attired so as to be recognizable as employees of Concessionaire, and in no event shall any such person be under the age of sixteen (16) years. If in the reasonable judgment of Park District, any such person is incompetent, disorderly, discourteous, or otherwise objectionable, such person, including relatives, shall be discharged or reassigned to a non-Park District facility upon Concessionaire's receipt of written notice from Park District's General Manager to such. Concessionaire shall follow all applicable City, County, State, and/or Federal labor laws. Concessionaire shall devote his/her own time and attention to the conduct of the services to be rendered on and from the Premises to the extent reasonably required to ensure such standards of

operation called for in this Agreement.

Concessionaire shall insure all employees who supervise minors meet the provisions of the Public Resources Code, Section 5164, Exhibit "E" which is attached hereto and made a part hereof, that Concessionaire will require employees that have direct supervision over or conduct programs with minors, to be fingerprinted.

12. LICENSES. Concessionaire shall, at its expense, obtain from time to time and shall be in possession of and display such licenses, permits or certificates issued by Federal, State or County authorities certifying that the business operations, equipment, facilities, products on sale and methods of preparing, serving and selling thereof all meet current health and sanitation regulations, as well as all necessary business licenses and permits.

13. CONCESSIONAIRE'S MAINTENANCE OBLIGATION. Concessionaire agrees to maintain any and all concession structures, facilities, improvements, and equipment on the Premises in good order and repair, at Concessionaire's cost and expense, during the entire term. Concessionaire shall perform, at Concessionaire's own expense, any required maintenance and repairs, including small structural maintenance. Should Concessionaire fail, neglect or refuse to do so, the Park District shall have the right, but not the obligation, to perform such maintenance or repairs for the Concessionaire's account, and the Concessionaire agrees to promptly reimburse the Park District for the cost thereof, provided, however, that the Park District shall first give Concessionaire 10 days' written notice of its intention to perform such maintenance. Park District shall not be obligated to make any repairs to or maintain any improvements on the subject Premises unless otherwise required by this Agreement.

Park District reserves the right of entry for its employees and agents to inspect the Premises as deemed necessary by Park District, and the right (but not obligation) to do any and all work of any nature necessary for preservation, maintenance and operation of the park in which the Premises are located. Concessionaire shall be given reasonable notice when any such work may become necessary and will adjust concession operations in such a manner that Park District may proceed expeditiously.

Concessionaire expressly agrees, at its own cost and expense, to maintain and operate all of the Premises in a clean, safe, wholesome, and sanitary condition free of trash, garbage or obstructions of any kind and in compliance with any and all present and future laws, rules or regulations of any governmental authority now or in the future having jurisdiction over the Premises. Concessionaire shall remedy without delay any defective, dangerous, or unsanitary conditions.

- a. Repair and Replacement by Park District. Park District shall have the obligation to repair or replace to the extent the damage or destruction is caused by the sole negligence of Park District.
- b. Repair and Replacement by Concessionaire. Concessionaire shall have the obligation to repair or replace to the extent damage or destruction is caused by Concessionaire, or to the extent insurance proceeds are received by Concessionaire (which shall be held in trust for such purposes), or to the extent that proceeds would have been obtained by Concessionaire if Concessionaire had been carrying the insurance required by this Agreement.

14. CONCESSIONAIRE'S SPECIFIC ONGOING MAINTENANCE. In addition to the general

maintenance required under Section 13 above, Concessionaire shall make and observe the following repairs, improvements and programs in a prompt manner:

- a. Post hours of operation
- b. Replace burned out bulbs promptly.
- c. Clean concession's public restroom daily.
- d. Monitor plumbing.
- e. Check any fire hoses regularly and outside water source for fire engines.
- f. Concessionaire shall participate, under the direction of the Park Supervisor, hazardous fuel reduction around concession structures in compliance with State of California requirements specified in Public Resources Code 4291. Following is a link to that section in the PRC:
<http://www.leginfo.ca.gov/cgi-bin/displaycode?section=prc&group=04001-05000&file=4291-4299>
- g. Monitor pest problems - pigeons, flies, rodents, yellow jackets, etc. Report problems to the Park Supervisor.

15. CONCESSIONAIRE'S ALTERATIONS AND IMPROVEMENTS. At any time during the term hereof, Concessionaire shall have the right, subject to prior written approval by Park District as hereinafter provided, to construct alterations, additions and/or improvements to the Premises, at Concessionaire's sole cost and expense and without reimbursement from the Park District. Whenever Concessionaire desires to construct alterations, it shall prepare specifications and working drawings and submit them to Park District's Design Department for approval, which approval shall not be unreasonably withheld, provided that the proposed work will be of high quality, compatible with the purposes described and compatible in finish, color, and design with the existing structures on the Premises and the Park environment.

Upon expiration or termination of this Agreement, any alterations to the Premises or to any structures located thereon, and all fixtures, shall remain upon the Premises and be surrendered to and become the property of the Park District, except that thirty (30) day prior to expiration or termination of this Agreement, Concessionaire shall ascertain from the Park District whether the Park District desires to have any such alterations removed from the Premises or have the Premises or any portion thereof restored to their condition as of the date of this Agreement. If Park District so desires, Concessionaire shall remove or restore same before the end of the term at no cost to the Park District.

16. TITLE TO IMPROVEMENTS. Concessionaire hereby acknowledges the title of Park District in and to the Premises described in this Agreement, including real property improvements existing or erected thereon, and hereby covenants and agrees never to assail, contest, or resist said title.

17. INDEMNITY AND RELEASE.

- a. Except as expressly stated to the contrary in this License, Concessionaire hereby waives all claims and recourse against the State of California and the Park District, including the right to contribution for loss or damage by reason of death or injury to persons or damages to property, whether the person or property of Concessionaire, its agents or employees, invitees, or third persons arising from, growing out of or in any way connected with or incident to this License, except claims arising from the gross negligence or willful

misconduct of Park District, its officers, directors, agents, or employees. The provisions of this paragraph shall survive the termination or expiration of this License.

- b. Concessionaire shall indemnify, hold harmless, and defend the State of California and the Park District and their officers, directors, agents and employees (each of which is an indemnitee) from and against any and all claims, losses, damages, demands, liabilities, suits, costs, expenses, including reasonable attorneys' fees, penalties, judgments or obligations whatsoever for or in connection with injury

(including death) or damage to any person or property or pecuniary or monetary loss resulting from, arising out of, or in any way related to activity conducted by Concessionaire, including, but not limited to, Concessionaire's development, construction, occupation, use, operation, or maintenance of the Premises, or any facilities, including events occurring on or of the Premises or facilities, regardless of how the injury or damage was caused or suffered, unless the injury or damage resulted from the gross negligence or willful misconduct of Park District or their officers, directors, agents, or employees.

- c. Park District shall have no responsibility to safeguard the equipment and property of Concessionaire or any of its invitees. Park District shall have no responsibility to safeguard or protect the Concessionaire, or its employees, agents, officers, directors, or any of its invitees from bodily injury (including death) or personal injury.
- d. In the event a claim is made against the State of California and the Park District or the State of California and the Park District is named a co-defendant in any action, arising out of, or in any way related to activity conducted by Concessionaire, Concessionaire shall immediately notify Park District of such fact and at State of California and the Park District's option shall either retain legal counsel to represent the State of California and the Park District in such action at Concessionaire's sole expense or reimburse Park District for Park District's litigation costs, expenses, and attorney's fees in undertaking to represent itself.
- e. In the event a claim is made against both the Concessionaire and the State of California and the Park District for the joint and several liabilities of both the Concessionaire and the State of California and the Park District, the determination as to the apportionment of liability between both the Concessionaire and the State of California and the Park District shall be made by the judge in a court of competent jurisdiction. The judge's determination of apportionment of liability shall apply in the same proportions to any attorney fees and litigation costs to which Concessionaire is obligated to pay.

Notwithstanding the apportionment of liability between both the Concessionaire and the State of California and the Park District, Concessionaire shall nevertheless be responsible to indemnify and hold harmless the State of California and the Park District as fully set forth above, unless the court determines that the injury or damage resulted from the sole negligence or intentional and willful misconduct of the Concessionaire and the State of California and the Park District, its officers, directors, agents, or employees.

18. INSURANCE. Concessionaire shall maintain, at Concessionaire's sole expense, the following types of insurance coverage at all times throughout the License term:

1. **General Liability Insurance.** General Liability Insurance (Bodily Injury and Property Damage) including Premises and Operations (including off-site operations), Blanket Contractual Liability, Broad Form Property Damage, Products and Completed Operations, Personal Injury, and Owners and Contractors Protective Liability, in an amount not less than \$1,000,000 per occurrence with \$2,000,000 aggregate.
2. **Property Insurance.** ISO Special Form (formerly "All Risk") coverage insuring against all risks of direct physical loss or damage, including without limitation, fire, extended coverage, water damage, sprinkler leakage, vandalism and malicious mischief, business income coverage for a period of one (1) year and ordinance or law coverage, in an amount equal to one hundred percent (100%) full replacement cost at the time of loss, covering the buildings and improvements on the Premises and all of Concessionaire's personal property in or on the Premises (including inventory, furniture and equipment) and fixtures, and any other improvements installed by Concessionaire with boiler and machinery and legal liability endorsements, and such additional insurance and coverage (including without limitation coverages for flood, earthquake and terrorism), as requested by District. Once every five years during the term of this License, Concessionaire shall obtain a redetermination, at Concessionaire's expense, of the replacement value of the buildings and other improvements located on the Premises and will advise District of the results of such redetermination. District may request that Concessionaire obtain such a redetermination more frequently than once every five (5) years, but not more than once every three (3) years, and any additional redetermination will be secured at Concessionaire's expense. The policy or policies shall be carried in the name of District and Concessionaire and shall provide that payment for any loss under such policy shall be payable to and adjusted between District and Concessionaire as their respective interests may appear.
3. **Automobile Liability.** Automobile Liability Insurance covering Bodily Injury and Property Damage, extending to owned, non-owned and hired vehicles and including contractual liability covering all liability assumed under the Agreement in an amount not less than \$1,000,000 per occurrence.
4. **General Insurance Provisions.**
 - a. All insurance policies shall contain, or be endorsed to contain, the following provisions:
 - I. Concessionaire shall name District, its officials, directors, employees, agents and volunteers as additional insured in its Commercial General Liability and Automobile Liability policies and District shall be named as a loss payee under the Property Insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to District, its officials, directors, employees, agents or volunteers.
 - II. In addition to requiring that the Concessionaire provide an insurance certificate showing the levels and types of coverage required for the agreement, the District also requires the Concessionaire to provide the District with a copy of the actual endorsements (a piece of paper that modifies the terms of the underlying policy and is issued by the insurance company itself, rather than a broker) to the commercial general, automobile, and any excess liability insurance policies that show that the

District, its boards, commissions, officers, agents, and employees have been named as additional insureds by the insurers.

III. Concessionaire's insurance coverage shall be primary except for Automobile Liability insurance.

- b. Each insurance policy required by **SECTION 13** shall be endorsed to state that District shall be provided thirty (30) days' written notice of cancellation or material change in the policy language or terms.
 - c. Insurance is to be placed with insurers with an A.M. Best's rating of no less than A- or better.
 - d. Concessionaire shall furnish District with certificates of insurance and endorsements to the policies evidencing coverage required by this License upon the Effective Date.
 - e. Should Concessionaire fail to obtain, maintain or renew the policies of insurance referred to in **SECTION 13** in the required amounts, District may, at its discretion, obtain such insurance, and any sums expended by District in obtaining the insurance shall be repaid by Concessionaire to District, plus ten percent (10%) of the amount of premiums paid to compensate District for its administrative costs. If Concessionaire does not repay District's expenditures within fifteen (15) days of demand, the total sum owed shall accrue interest at the rate of ten percent (10%) per annum until paid.
 - f. Any deductibles or self-insured retentions must be declared to and are subject to approval by District.
5. **Waiver of Subrogation.** District releases Concessionaire and Concessionaire releases District, and their respective directors, officers, agents and employees, from any claim or demand for damage, loss, or injury to the Premises or to the personal property, fixtures, trade fixtures, equipment, inventory, or other personal property of either District or Concessionaire on the Premises which may be caused by or result from perils or occurrences which are the subject of insurance coverage obtained by the respective parties and in force at the time of any such loss; provided, however, that such waiver of subrogation shall be effective only to the extent permitted by the insurance policies covering such loss and to the extent that such insurance coverage is not prejudiced by such waiver or the cost of such insurance is not thereby increased.
6. Concessionaire shall furnish Park District with certificates of insurance and endorsements to the policies evidencing coverage required by this License prior to the start of operations at the Premises. The certificates of insurance and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificate of insurance and endorsements shall be on a form utilized by Concessionaire's insurer in its normal course of business and shall be received and approved by Park District prior to execution of this License by Park District. Park District reserves the right to require complete, certified copies of all required insurance policies in the event of an insurance claim. The Concessionaire shall provide proof that any expiring coverage has been renewed or replaced at least two (2) weeks prior to the expiration of the coverage.

19. WAIVER OF CLAIMS. The Concessionaire hereby waives any claim against the Park District, its

officers, directors, agents, or employees for damage or loss caused in connection with or as a result of any suit or proceeding directly or indirectly attacking the validity of this Agreement or any part thereof or as a result of any judgment or award in any suit or proceeding declaring this Agreement null, void or delaying the same or any part thereof from being carried out.

20. WAIVER OF AGREEMENT TERMS. No waiver by either party at any time of any of the terms, conditions, or covenants of this Agreement shall be deemed as a waiver at any time thereafter of the same or of any other terms, condition, or covenant herein contained, nor of the strict and prompt performance thereof. No delay, failure or omission of Park District to re-enter the Premises or to exercise any right, power, privilege, or option or be accrued shall impair any such right, power, privilege, or option or be construed as a waiver of such default or a relinquishment of any right or acquiescence therein. No notice to the Concessionaire shall be required to restore or revive time as of the essence after the waiver by the Park District of any default. No option, right, power, remedy, or privilege of Park District shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options, and remedies given to the Park District by this Agreement shall be deemed cumulative.

21. NON-DISCRIMINATION. The Licenses and Concessionaire's members shall not discriminate because of sex, sexual orientation, race, religion, age, color, disability, or national origin, against any person by refusing to furnish such person any accommodation, facility, service or privilege offered to or enjoyed by the general public. Nor shall the Concessionaire or Concessionaire's employees or members publicize the accommodations, facilities, services or privileges in any manner that would directly or inferentially reflect upon or question the acceptability of the patronage of any person because of sex, sexual orientation, race, religion, age, color, disability, or national origin. In the performance of this agreement, the Concessionaire will not discriminate against any applicant because of sex, sexual orientation, race, religion, age, color, disability, or national origin.

22. TAXES. Concessionaire shall pay when due all taxes levied on personal property used or maintained upon the Premises and shall pay any possessory or use tax that may be levied in connection with use of the Premises, Concessionaire agreeing to indemnify and save Park District harmless from all taxes whatsoever arising out of or in any way connected to the operations conducted by Concessionaire upon the Premises.

23. PAYMENT OF DEBTS - NO LIENS. Concessionaire shall promptly pay all debts incurred by it for materials, supplies, equipment, merchandise or services used in or about or in connection with its business or operations, and the wages and salaries and payroll taxes of all employees employed thereon. Concessionaire shall permit no liens to be levied upon or to attach to any property used by it in the performance of this Agreement. Concessionaire shall pay before delinquency all license fees, taxes, and assessments imposed, levied or assessed upon items or upon any property used by Concessionaire in the performance of this Agreement or upon Concessionaire's possessory interest therein, upon Concessionaire's business or activity conducted hereunder or Concessionaire's right to conduct same, or based upon the proceeds of such business or activity.

24. ASSIGNMENT AND SUBLETTING. Concessionaire shall not voluntarily or by operation of law assign, transfer, sublet, or otherwise transfer or encumber all or any part of Concessionaire's interest in the License or in the Premises.

25. RIGHT OF ENTRY. Concessionaire agrees that Park District and its agents may enter upon the Premises at all reasonable times to inspect the same, and to fulfill any of the rights granted Park

District under the terms of this Agreement, or otherwise to protect any of the rights of Park District and there shall be no liability against Park District for damages thereby sustained by Concessionaire nor shall Concessionaire be entitled to any abatement or reduction of rental herein by reason of the exercise by Park District of any such right herein reserved.

26. CONFLICT OF INTEREST. Concessionaire warrants and covenants that no official or employee of Park District nor any business entity in which an official or employee of Park District is interested; (1) has been employed or retained to solicit or aid in the procuring of this agreement; (2) will be employed in the performance of this agreement without the immediate divulgence of such fact to Park District. In the event Park District determines that the employment of any such official, employee or business entity is not compatible with such official's or employee's duties as an official or employee of Park District, Concessionaire, upon request of Park District, shall terminate such employment immediately. For breaches or violation of this paragraph, Park District shall have the right both to annul this agreement without liability and, in its discretion, recover the full amount of any such compensation paid to such official, employee or business entity.

27. CONCESSIONAIRE AS INDEPENDENT CONTRACTOR. It is expressly agreed that under the license to operate the facility granted by this Agreement, Concessionaire shall be, and is, an independent contractor, and is not an agent or employee of Park District. Except as otherwise expressly limited by other provisions of this Agreement, Concessionaire has and shall retain the right to exercise full control and supervision of the operation of the facility, and full control over the employment, direction, compensation and discharge of all persons assisting Concessionaire in the operation of the facility under this Agreement. Concessionaire shall be solely responsible for all matters and shall be solely responsible for Concessionaire's own acts and those of subordinates and employees.

28. NOTICES. Any notices required or permitted to be given under this Agreement shall be certified mail and addressed to respective parties at their addresses indicated on the first page hereof. Such addresses may be changed from time to time by notice in writing to either party. Such notices shall be deemed delivered at the time mailed.

29. DEFAULT. The occurrence of any one or more of the following events shall constitute a material default of this License by Concessionaire.

- a. The vacating or abandonment of the Premises by Concessionaire.
- b. The failure of Concessionaire to make any payment of license fees or any other payment required to be made by Concessionaire hereunder, upon 10 days written notice from Park District of non-payment
- c. The failure of Concessionaire to observe or perform all of the covenants, conditions or provisions of this License to be observed or performed by Concessionaire where such failure continues for a period of thirty days after written notice thereof from Park District to Concessionaire. If the nature of Concessionaire's default is such that more than thirty days are reasonably required for cure thereof, then Concessionaire shall not be in default if Concessionaire shall commence such cure within the thirty day period and thereafter diligently prosecutes such cure to completion.
- d. The failure of Concessionaire to comply with any written order or directives relating to the Premises from any governmental entity within the time set forth in such order and all applicable appeal rights have been exhausted.

- e. If any petition is filed by Concessionaire under any section or chapter of the federal Bankruptcy Code as it may be amended from time to time and such petition is not dismissed within ninety days after the filing thereof; if Concessionaire becomes insolvent or makes a transfer in fraud of creditors; if Concessionaire makes a general arrangement or general assignment for the benefit of creditors; if a receiver, custodian or trustee is appointed for any of the assets of Concessionaire located at the Premises and the appointment is not vacated within ninety days.
- f. The discovery by Park District that Concessionaire has provided the Park District with false financial information.

30. REMEDIES. In the event of a material default by Concessionaire, Park District may:

- a. Terminate this License in which case Concessionaire shall immediately surrender possession of the Premises to Park District.
- b. Take possession of the Premises as the agent and on account of Concessionaire, and if it so elects may license or rent the whole or any part of the Premises for the balance or any part of the term of this License and retain any license fees received and apply the same in payment on account of Concessionaire. The performance of any or all of said acts by Park District shall not release Concessionaire from the full and strict compliance with all of the terms, conditions and covenants of this License on Concessionaire's part and Concessionaire shall pay any deficiency that may exist after deducting any license fees received, if any.
- c. It is understood that the remedies herein provided for Park District in case of a violation of the terms of this License by Concessionaire are not exclusive, but are in addition to the remedies provided by law or at equity, and any of which remedies Park District shall have the right to use at its option.

31. HOLD OVER. Any holding over after the expiration of the term of this License, with the consent of Park District, shall be construed to be a tenancy from month to month on the same terms and conditions specified herein so far as applicable. Park District may terminate any hold over tenancy on thirty (30) days written notice to Concessionaire.

32. MODIFICATION OF AGREEMENT. Notwithstanding any of the provisions of this Agreement, the parties may hereafter, by mutual consent agree to modifications thereof or additions thereto in writing which are not forbidden by law. Park District shall have the right to grant reasonable extensions of time to Concessionaire for any purpose or for the performance of any obligation of Concessionaire hereunder.

33. ATTORNEYS' FEES. Should either party bring any legal action or proceeding for the breach of any term, covenant or Condition of this Agreement, the Court shall award reasonable attorneys' fees to one or more of the parties therein based upon the degree to which each party prevails in such action or proceeding, as determined by the Court.

34. ADVICE OF COUNSEL. Each party hereto has been provided full opportunity for review of this Agreement by legal counsel. Therefore, no presumption or rule that ambiguity shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

35. MISCELLANEOUS. Headings are for convenience only and shall not be considered in the

interpretation of this Agreement. This Agreement shall benefit and bind the successors and assigns of the respective parties hereto.

36. ENTIRE AGREEMENT. This Concessionaire Agreement constitutes the entire agreement between the parties regardless of any other representations that may have been made either orally or in writing.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures as of the day first herein above written.

CONCESSIONAIRE

EAST BAY REGIONAL PARK DISTRICT

By _____

By _____
Robert E. Doyle, General Manager

Date _____

Date _____

EXHIBIT A

The store is 616 square feet and there is a large area beside the store set aside for Concessionaire's use; for storage and recreation rentals.



EXHIBIT B
CONCESSIONAIRE MAINTENANCE FUND CATEGORIES and PROCEDURE

- a. Concessionaire's Maintenance Fund. These funds are solely for maintenance and improvements to the facility. Concessionaire acknowledges that they possess no right, title or interest in these funds other than to help administrate pursuant to this Section. Expenditures from this maintenance fund will be at the Park District's discretion and will require prior written approval from the Park District. If Concessionaire uses its own labor for these projects, payment for such labor for the purpose of this Section must be preapproved by the Park District. Credit for management or supervision staff will only be allowed for reimbursement if: there are no other employees that regularly do the work, and reimbursement must be at the regular rate of pay for the work, not the supervisor or manager rate; hours and rate must be preapproved by the Park District. Reimbursement will include 16% of wages for payroll taxes.
- b. Concessionaire will prepare a maintenance fund plan with projected costs each year with the Park Supervisor, the Unit Manager and Business Services staff to obtain the necessary Park District approvals and prioritization. The minimum dollar amount for a project to be approved for this fund is \$300. No maintenance fund activities shall begin without Park District's prior written approval. Work requiring design approval, specific plans and/or specifications, as appropriate, must be submitted to Park District and approved by Park District's Design staff. Such review will be completed by Park District within ninety (90) working days of receipt, with Concessionaire responsible to meet all reasonable requests for revision or amendment.
- c. Upon completion of an approved maintenance project, the Concessionaire will submit to the Park Supervisor for reimbursement from the Concession Maintenance Fund, a summary of project costs, original invoices, and copies of front and back of canceled checks to vendors. If the Concessionaire uses its own labor for these projects, timecards and payroll records must be submitted. The Park Supervisor will approve the expenditures and forward them to the Business Services Administrative Analyst to process for reimbursement to the Concessionaire.

Any unexpended major maintenance and/or replacement of funds at the end of the term shall become the property of Park District and shall be used to improve the Premises.

Concessionaire Maintenance and/or Replacement Fund categories are established as follows:

1. Landscaping/tree replacement program (including arborist and hazardous trees.)
2. Pest control (at direction of Park Supervisor.)
3. Replacement of damaged facilities on the premises.
4. All repairs more than \$300.
5. Construction of new facilities.
6. Repair or replace concession equipment and furnishings.
7. Fire protection system.
8. Enhancement or development of concession.

Additional maintenance categories may be recommended by Concessionaire or the Park District and established only upon Park District's written authorization in Park District's sole discretion.

All new acquired fixed assets that will become property of the Park District must be placed on an inventory list and a Park District identification number affixed, if possible. This will be the responsibility of the Park Supervisor and the Business Services Analyst.

EXHIBIT C
RATES AND CHARGES

It is understood that rates and charges as set by the Agreement may only be changed by approval of the East Bay Regional Park District's Board of Directors and the Dumbarton Quarry Campground Concessionaire.

EXHIBIT D

USE OF THE PREMISES

Concessionaire shall use the Premises to operate and maintain a full-service Campground Store and possibly some recreational rentals for the public upon the terms and conditions of this Agreement and for no other purposes.

RESTRICTED SALES AND USES

- a.** Sales and Rentals. Park District reserves the right to prohibit the sale, rental, or use by Concessionaire of any article or item which Park District regards as objectionable or beyond the scope of merchandise or equipment deemed necessary for proper services to the public or of inferior quality.
- b.** Containers. Beverages in air-tight containers under pressure of carbonation sold from the Premises shall be marked for identification. Concessionaire and Park District shall from time to time review items sold and containers used or dispensed by Concessionaire and, whenever possible, Park District prohibits the use of Styrofoam containers by Concessionaire.
- c.** Waste Reduction. Park District prohibits the sale or use of non-recyclable containers or plastics. No pull-top cans with removable tabs are to be used or sold by Concessionaire. Park District will provide one (1) recycling container for cans and bottles. Concessionaire should manage all other various materials - beverage containers, mixed paper, cardboard, as well as green waste.
- d.** Chemicals. No pesticides, herbicides or fungicides may be used or sold by Concessionaire on the Premises that are not approved in writing by Park District in advance of proposed use or sale.
- e.** Storage. Concessionaire shall not store food, supplies, equipment or other items outside of a structure on the Premises, except as specifically approved in writing by Park District in advance of such storage.
- f.** Private Vehicles. Concessionaire's personnel may drive private vehicles into areas of the Park restricted to non-Park District vehicles only as required for loading and unloading items used to operate the Premises. Operation of such vehicles shall be subject to regulations established by Park District from time to time.
- g.** Noise. Concessionaire shall not install, use, or permit to be operated or used on the Premises any public address equipment, television equipment, juke box, radios, loudspeaker, or other equipment producing noises that can be heard outside the Premises, except as approved in writing by Park District in advance of such operation and use.

EXHIBIT E
SB 5164

(a)

(1) A county or city or city and county or special Park District shall not hire a person for employment, or hire a volunteer to perform services, at a county or city or city and county or special Park District operated park, playground, recreational center, or beach used for recreational purposes, in a position having supervisory or disciplinary authority over any minor, if that person has been convicted of any offense specified in paragraph (2).

(2)

(A) Violations or attempted violations of Section 220, 261.5, 262, 273a, 273d, or 273.5 of the Penal Code, or any sex offense listed in Section 290 of the Penal Code, except for the offense specified in subdivision (d) of Section 243.4 of the Penal Code.

(B) Any felony or misdemeanor conviction specified in subparagraph (C) within 10 years of the date of the employer's request.

(C) Any felony conviction that is over 10 years old, if the subject of the request was incarcerated within 10 years of the employer's request, for a violation or attempted violation of any of the offenses specified in Chapter 3 (commencing with Section 207) of Title 8 of Part 1 of the Penal Code, Section 211 or 215 of the Penal Code, wherein it is charged and proved that the defendant personally used a deadly or dangerous weapon, as provided in subdivision (b) of Section 12022 of the Penal Code, in the commission of that offense, Section 217.1 of the Penal Code, Section 236 of the Penal Code, any of the offenses specified in Chapter 9 (commencing with Section 240) of Title 8 of Part 1 of the Penal Code, or any of the offenses specified in subdivision (c) of Section 667.5 of the Penal Code, provided that no record of a misdemeanor conviction shall be transmitted to the requester unless the subject of the request has a total of three or more misdemeanor convictions, or a combined total of three or more misdemeanor and felony convictions, for violations listed in this section within the 10-year period immediately preceding the employer's request or has been incarcerated for any of those convictions within the preceding 10 years.

(b)

(1) To give effect to this section, a county or city or city and county or special Park District shall require each such prospective employee or volunteer to complete an application that inquires as to whether or not that individual has been convicted of any offense specified in subdivision (a). The county or city or city and county or special Park District shall screen, pursuant to Section 11105.3 of the Penal Code, any such prospective employee or volunteer, having supervisory or disciplinary authority over any minor, for that person's criminal background.

(2) Any local agency requests for Department of Justice records pursuant to this subdivision shall include the prospective employee's or volunteer's fingerprints, which may be taken by the local agency, and any other data specified by the Department of Justice. The request shall be made on a form approved by the Department of Justice. No fee shall be charged to the local agency for requesting the records of a prospective volunteer.

EXHIBIT F

PARK OPERATIONS FACILITY MAINTENANCE GUIDELINES

Concessionaire will place a high priority on keeping its structures and public facilities well maintained and available to serve its many parkland visitors.

Concessionaire will also view the park infrastructure as a significant part of the public trust that must be properly maintained and operated to ensure a long and useful service.

BUILDING EXTERIORS

GENERAL GUIDELINES

1. Siding is not cracked, broken, loose, rotted or missing sections.
2. Siding or other wood is not in direct contact with soil and no vines or plant material will be allowed to grow near thus discouraging rot, loosening damage, and infestation by insects.
3. Stucco and masonry walls is free of chips, cracks, and efflorescence.
4. Paint does not exhibit signs of peeling, flaking, or blistering.

ROOF GUIDELINES

1. Surface is free from debris and overhanging tree branches and will remain structurally sound with no sagging beams or decks.
2. Decking is free of water intrusion, especially around roof vents and skylights.
3. Eaves are kept straight and rafter tails free of rot.
4. Roof is free from displacement, warping and moss.
5. Deteriorating or curling composition shingles will be replaced as well as loose, damaged, or missing wood shingles.
6. Flat surfaces are free of ponding, blistering or splitting.
7. Flashings are kept fastened, caulked and free of corrosion.
8. Gutters and downspouts are kept fastened and free of debris and corrosion.

FOUNDATION GUIDELINES

1. Structurally sound with no excessive cracking or bowing.
2. Walls are free of termite shelter tubes.
3. Sill plates are anchored to foundation for earthquake safety and are free of rot or insect infestation.
4. Area is clear of debris that would attract wood-destroying insects and pathogens.
5. Foundation is free of differential settlement or displacement.
6. Concrete pads are level, well drained and free of excessive cracks.
7. Crawl space entrances are operable and screened.
8. Foundation is adequately vented for proper air circulation.

FRAMING GUIDELINES

1. Wood is plumb and free of termites, insect damage and rot.
2. Steel beams and columns are free of rust and corrosion
3. Joists and girders are free of rot, deterioration and sagging.

DESIGN COLOR CONTROL GUIDELINES

1. Color control of all structures should be consistent with the original design concept.
2. The colors applied in the construction of new facilities, and in their maintenance thereafter, are approved by the Park District's Design Department.
3. All park sites should also use only Park District-approved standard colors on furniture and structures.

BUILDING INTERIORS

GENERAL GUIDELINES

1. Free of damage attributable to accumulated moisture.
2. Clean and free of evidence of vandalism, unnecessary markings, excessive dirt, etc.

WALLS AND WALL COVERINGS GUIDELINES

1. Clean, dry and free from moisture damage.
2. Free from graffiti or markings and paint is free of cracking or peeling.

DOOR AND WINDOW GUIDELINES

1. Hung correctly and operable.
2. Equipped with necessary locking devices for security.
3. Caulked and free film cracks, chips, or missing sections.

FLOOR GUIDELINES

1. Structurally sound with no signs of displacement or sagging
2. Free from surface deterioration, excessive wear or safety hazards.

FURNISHING GUIDELINES

1. Safe, serviceable, and usable.
2. Clean and compatible and appropriate to their surroundings.

ELECTRICAL SYSTEM GUIDELINES

Concessionaire shall promptly notify Park Supervisor of emergencies.

SYSTEM	GUIDELINES
Wiring	<ol style="list-style-type: none"> 1. Electrical code compliant, insulation not frayed or damaged, and no open splices. 2. Panel box has ample service, correctly sized fuses, or circuit breakers, and is properly grounded. 3. Panels are accessible, obstruction free, and properly labeled.
Fixtures, Lamps, and Appliances	<ol style="list-style-type: none"> 1. Contain the proper size elements (wattage) and operate properly. 2. Fixtures are appropriate for use and secure.
Outlets	<ol style="list-style-type: none"> 1. Not overloaded for rated carrying capacity. 2. Have cover plates. 3. Outlets in bathroom areas or areas directly adjacent to sinks should have ground-fault circuit protection.
Motors and Electrical Equipment	<ol style="list-style-type: none"> 1. Clean and operating within designed temperature and pressure settings.

PLUMBING SYSTEM GUIDELINES

Concessionaire shall promptly notify Park Supervisor of emergencies and MAST work requests.

1. Piping free from corrosion and leaks.
2. Fixtures functioning correctly and free from leaks.
3. Porcelain/ enamel fixture surfaces smoothed and free from chipping.
4. Drain, waste, and vents have tight fittings and free from odors.
5. Clean outs accessible with locations mapped and placed in POG.
6. Water heaters strapped, wrapped, and free of leaks, including pressure relief valves.

HVAC SYSTEM GUIDELINES

Maintained by Concessionaire.

1. Components inspected annually.
2. Filters changed at least annually.
3. No signs of leakage through ducts, vents, or roof penetrations.
4. Thermostats set for maximum energy efficiency and fully operational.

FOOD AND BEVERAGE STANDS

1. Thoroughly clean inside and out and checked daily to meet all public health requirements. See Concessions Manual or agreement requirements if necessary.
2. Adequate storage facilities, both dry and refrigerated, to allow for good housekeeping and easy access.
3. Service area designed to serve the public without undue delay.
4. Weekly inspection for cleanliness, sanitary handling of food, and fire and health hazards, such as dirty grease traps and grease filters.