

**Department of Water Resources**  
*Division of Operations and Maintenance*  
1416 Ninth Street, Room 620  
Sacramento, CA 95814  
(916) 653-5951



# REQUEST FOR PROPOSAL

For Secondary RFP Only

## NOTICE TO PROSPECTIVE PROPOSERS

*May 24, 2010*


You are invited to review and respond to the attached Request for Proposal (RFP) entitled **Concessionaire for Pyramid Lake Recreation Area** for **Proposal No. 10046920**. The anticipated term of the resulting contract is ten years, from November 1, 2010 through December 31, 2020, with an option to renew for up to five additional years.

In this format (STD. 213), a copy of the General Terms and Conditions is not provided. General Terms and Conditions are available at Internet site <http://www.ols.dgs.ca.gov/Standard+Language> and may be downloaded and printed for your files. These terms and conditions will become a part of the contract language. If you do not have Internet capabilities, you may request a hard copy by contacting the person listed below.

The Contractor Certification package contains clauses and conditions that may apply to your Agreement and to person(s) doing business with the State of California. Contractor Certification Clauses (CCC) are also available at the Internet site referenced above. Please sign and return Page One of the CCC 307.

Inquiries regarding the processing of the enclosed proposal package should be referred to James Gleim at (916) 653-5951.

Sincerely,

  
David M. Samson, Chief  
SWP Operations Support Office  
Division of Operations and Maintenance

Attachment(s)

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## A. Purpose and Description of Service

This Request for Proposal (RFP) is being issued to solicit applications for a concessionaire contract for operation and maintenance of the Pyramid Lake Recreation Area (PLRA).

The information in this RFP is from generally reliable sources, but no warranty as to its accuracy is made. Each applicant is expected to make his/her own assessment of the business opportunity offered in this RFP. All applicants have an equal opportunity to apply.

The Department of Water Resources (DWR) does not guarantee a profitable operation; rather, applicants are responsible for reviewing the RFP and making their own determination concerning business viability.

The detailed Scope of Work (SOW) is attached as Exhibit A. **Applicants should thoroughly review the SOW when preparing their proposal.**

## B. Area Description

The PLRA is located in the Angeles National Forest in Los Angeles County, California (Area Map, Exhibit A, Attachment 1). Pyramid Lake is a 1,300-acre reservoir, with 21 miles of shoreline, which was constructed by DWR as part of the California State Water Project (SWP). The lake elevation is approximately 2,500 feet. Topography of most of the lakeshore is steep and can vary in steepness based on the water level, which can fluctuate 8-10 feet per day. The reservoir is operated by DWR for water supply and electric power production. Weather is typical of mid-elevation areas of Southern California. Summers are normally dry and warm with winters wet and cool with occasional snow and freezing conditions.

The PLRA is located approximately 12 miles south of Gorman along Interstate 5. Access to the area is by Interstate 5 to Smokey Bear Road and then south on the Old 99 Road. Los Alamos Campground and Group Campground are located off of Interstate 5 at Smokey Bear Road, and 2.1 miles west on U. S. Forest Service (USFS) Road 20.

The peak recreation season is from April 1 through October 31, but the facilities are open year-round.

## C. Facilities Description

This description is based upon the best available information. Actual conditions may vary slightly from what is listed here.

**Los Alamos Campground:** This is a 93-unit campground, and each unit has a table and grill. There are four flush restrooms and an RV dump station. A potable water system serves the campground. There is no electrical service or hook-ups available in this campground, except at the caretaker and camp host sites.

**Los Alamos Group Campground:** This group campground has three group sites. Each group site has tables and a fire ring grill. There is one flush restroom. A potable water system serves the campground. There is no electrical service or hook-ups available in this campground.

**Emigrant Landing Day Use Area:** This area has 110 day use picnic sites, 55 of which have shade ramadas. The picnic areas include tables, pedestal barbeque grills, shade ramadas, six flush restrooms, one vault restroom, 4-lane boat launching ramp, buoy lines, sheriff's boat dock, and three public boat docks. The facility also has a swim beach area.

**Boat-in Day Use Areas (four):**

1. Yellowbar – This area has 14 picnic sites, one vault restroom, boat dock, tables, grills, and shade ramadas.
2. Bear Trap – This area has 3 picnic sites, one vault restroom, boat dock, tables, and ramadas and was recently reconstructed by the California Department of Boating and Waterways.
3. Serrano – This area has 12 picnic sites, one vault restroom, boat dock, tables, grills, and shade ramadas.
4. Spanish Point – This area has 14 picnic sites, one vault restroom, tables, grills, and shade ramadas.

**Vaquero Day Use Area:** This area has 15 picnic sites, each site has a table, grill, and shade ramada. There is a small boat dock and launch ramp, two flush restrooms, two outdoor showers, and a swim beach.

**Administrative Building:** Two offices are available inside this facility for use by the Concessionaire, which is limited to management needs for accounting and necessary administrative work.

**Administrative Trailer Pads:** There are two trailer pads available for Concessionaire at Los Alamos Campground. In the past, these sites have been used for housing the recreation area manager and campground host. Each pad has a telephone hook-up, along with metered gas and electricity.

**Potential New Facilities - Floating Campsites**

The California Department of Boating and Waterways is proposing to develop two or three floating campsites for deployment on the PLRA in fiscal year 2011 (July 2011 through June 2012) and potentially two or three more during fiscal year 2012 (July 2012 through June 2013), for a total of four to six floating campsites over a two-year period. Should these facilities be deployed, the Concessionaire shall be responsible to operate, maintain, and rent them through the same reservation system used for Los Alamos Campground. An example of a floating campsite and their features may be seen at [www.lakeoroville.net/](http://www.lakeoroville.net/).

## D. Concession Operation and Use Fees

Data on revenue and visitation at the Pyramid Lake Recreation Area has been provided by the USFS (Attachment VI). Based on this data, the average annual gross revenues over the last five years is just under \$500,000. Please note that the information provided in this attachment is for general information only. DWR does not guarantee its accuracy. It is recommended that proposers personally investigate the premises and recreation area environs.

As of February 1, 2010, the fees being charged at the PLRA are as follows:

### Emigrant Landing Entry Fees

Bike/motorcycle - \$3.00

Vehicle - \$7.00

Vehicle w/trailer - \$14.00

Motorhomes - \$21.00

Motorhomes w/trailer - \$28.00

Golden Age/Access Passports are honored with a 50 percent discount

### Los Alamos Campground

\$12.00 per day per site

## E. Proposal Bond

Proposals must be accompanied by a Proposal Bond or cashier's check payable to the State of California, Department of Water Resources, in the amount of \$30,000. By submitting a proposal bond, the proposer agrees that the bond may be cashed and retained by DWR. If a cashier's check is submitted, it will be cashed by DWR. In the event the proposer fails to execute the contract, the bond or cashier's check will be retained by DWR. Further, by submitting a proposal, proposer agrees that DWR will suffer costs and damages not contemplated otherwise should proposer be awarded the contract but fail to execute and proceed with the contract, the exact amount of which will be difficult to ascertain. Accordingly, it is agreed that such retained sums shall not be deemed a penalty, but, in lieu of actual damages, shall represent a fair and reasonable estimate of damages to DWR for failure of the proposer to execute and proceed with the contract upon notification of award by DWR. Bonds will be returned to all proposers once a contract is signed by the best responsible bidder.

## F. Minimum Qualifications for Concessionaire

### 1. Experience

Concessionaire must have at least one year of experience owning, managing, or operating a business of similar size, type, and scope as the concession operations set forth and envisioned by this RFP.

Proposers shall provide a narrative describing, in detail, the duration, extent, and quality of their business experience, with special emphasis on their experience related to the subject concession. Proposers should be specific with respect to the type and

dates of experience, their roll in the management and specific duties, type and size of operation, quality of operation, public agency involvement, contractual relationships, and other factors that demonstrate their ability to successfully operate the proposed concession. Printed company literature that serves to substantiate qualifications or that provides other pertinent data may be included.

The Concessionaire will be evaluated according to their relevant experience as verified by references and demonstrated ability to perform. In addition, points are awarded for experience contracting with public agencies.

## 2. Statement of Financial Capability

Concessionaire must demonstrate their ability to finance, construct, operate, and maintain the concession facilities as proposed. For the purposes of this RFP, Concessionaire must demonstrate the ability to unconditionally access a minimum of \$500,000 for facility development as described in Exhibit A, Scope of Work, Section VI. C. Required Capital Improvements. Your statement of financial capability must include the source of funding and detailed information including:

### a. Source of Funding and Cost of Concession Development

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

### b. Business Financial Statement

Use the Concessionaire Financial Statement, DPR 86, (Attachment V) to describe the current and true condition of your business' assets, liabilities, and net worth. Round figures to the nearest dollar. If your business is a partnership or joint venture, each general partner or joint venture must individually submit a Concessionaire Financial Statement. You may provide copies of forms filed with the Internal Revenue Service, where applicable.

### 3. Credit Worthiness

Concessionaire must present evidence of credit worthiness. At a minimum, evidence shall include a credit report issued by a nationally recognized credit bureau within 60 days of the proposal due date and include the FICA score. Any derogatory information listed on said reports must be explained. Below average FICA scores, outstanding debts, delinquent payment history on current concession contracts, and any other derogatory information may disqualify a proposal. Proposers should notify bank and business references in writing that a representative from DWR will be contacting them concerning the financial and credit information furnished to DWR with the proposal.

### 4. References

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

For the purposes of this RFP, please provide at least one reference from each of the following sources:

- a. Financial Reference: include your bank or savings and loan institution for the last five years.
- b. Client or Business Reference: Name clients or other persons that most accurately reflect your performance and ability to fulfill contract obligations with other entities for the provision of goods and services. Each reference must include a company name, a current contact name, and a current phone number.
- c. Vendor Reference: Provide vendor references if you are a pre-existing business currently utilizing vendors. Each reference must include a company name, a current contact name, and a current phone number.

## **G. Minimum Qualifications for Concessionaire's Proposal**

The following section describes minimum requirements of the Concessionaire's proposal regarding the operating season, staffing, and services provided. Applicants are required to propose how they will meet or exceed the minimum requirements described in this section and in the Scope of Work. DWR will use information that the applicant provides in their proposal for the evaluation criterion. The successful applicant's proposal will be attached and made a part of the resulting Agreement as an exhibit.

## 1. Law Enforcement and Security

Currently the Los Angeles County Sheriff's Department provides law enforcement at PLRA. The lake surface is patrolled daily by law enforcement personnel that are assigned to the lake. Sheriff response for day use and campground areas is dispatched by the 911 emergency system. Concessionaire shall cooperate with the Los Angeles County Sheriff's Department.

Proposers shall address how they will fulfill the Concessionaire's responsibility for law enforcement, including rules of use to be imposed at the recreation sites. Rules of use may include, but not be limited to: Failure to pay fees; building campfires in non-designated locations; leaving campfires unattended; excessive speeds in campgrounds; excessive numbers of people and/or vehicles per site; excessive noise and failure to observe quiet hours; improper use of motor vehicles, including motorcycles and all-terrain vehicles; parking or camping in non-designated areas; exceeding stay limits and site capacity; prohibition of posters and advertising within campgrounds, and vandalism.

## 2. Facilities Operation and Maintenance

The proposal shall also include how the Concessionaire will meet the following requirements:

### a. Operating Season

The peak season of the PLRA is April 1 through October 31; however, the facilities are operational throughout the year, with temporary closures possible due to adverse weather, holidays, or natural disasters.

### b. Staffing

The Concessionaire's proposal must ensure adequate staffing to meet the requirements outlined in this RFP and the Scope of Work. The Concessionaire will be responsible for furnishing all personnel, and for adequately training and supervising their activities while performing under the provisions of the contract.

The Concessionaire must meet the requirements of State and federal laws governing employment, wages, worker safety, etc. Applicable laws include, but are not limited to: laws governing equal opportunity, civil rights, fair labor standards, workers' compensation, OSHA regulations, American with Disabilities Act, and immigration laws regarding employment of non-citizens.

### c. Staffing Hours and Schedule

The Concessionaire will provide employees in sufficient numbers to achieve the following standard of services:



- Complete all maintenance and repair as specified in Exhibit A, Scope of Work.
- Maintain levels of service as specified in Exhibit A, Scope of Work.
- Conduct personal contacts with users on a regular basis. Public contacts will consist of general information exchange, enforcement of rules and regulations, and ensuring visitor satisfaction.

d. Supervision and Management

The Concessionaire must designate a representative who will serve as the liaison between the Concessionaire and DWR, and have full authority to act on the terms of the contract.

The Concessionaire's representative shall have experience and skill in dealing with the public, and providing high quality recreational service. The representative must be able to resolve facility repair needs within 24 hours of discovery or notification.

The Concessionaire's representative must have:

- Decision making authority
- Ability to organize and manage a diverse work force
- Knowledge of and experience in accounting principles
- Conflict resolution skills
- Ability to purchase supplies/equipment
- Certification in Basic First Aid, CPR, and Automated Electronic Defibrillator (AED) operation

e. Personnel

Where caretakers or hosts are employed, the proposal must describe how the Concessionaire will meet the primary responsibility of public contact with campground users. The caretaker/host needs to be knowledgeable about and prepared to answer visitor questions regarding the day use and campground facilities, State and federal regulations which are applicable to campgrounds and for fire prevention, the Concessionaire's rules of occupancy and use, and information about other facilities and recreation opportunities in the area. Hosts and host sites should be easily identifiable and accessible to the public.

Campsites designated for use by caretakers/hosts are not to be used by others without prior approval from DWR. Placing additional hosts or employees in sites within the campgrounds requires prior approval by DWR.

Concessionaire's employees must have:

- Ability to work with a diverse public and provide quality customer service
- Conflict resolution skills
- Ability to perform routine cleaning tasks
- Certification in Basic First Aid, CPR, and AED

- Capability of providing boat handling, launching, and assistance to the public in boating related incidents
- Lifeguards – At a minimum, Concessionaire’s lifeguards shall be certified by the American Red Cross or possess equivalent certification

The Concessionaire must comply with all applicable State and federal labor laws.

f. Employee Training

Concessionaire will identify how employees will be trained in: conflict resolution, area specific recreation opportunities, first aid, area specific emergency procedures and contacts, the Concessionaire’s company law enforcement policy, and proper uniform and dress code.

g. Marketing

Proposers should describe how they intend to market and promote the recreation facilities. This includes potential partnerships with county Visitors Bureaus or Chambers of Commerce to provide information about forest recreation sites, and attendance at RV/Boat Trade Shows. The Concessionaire shall accurately represent the accommodations and services provided to the public within the recreation area in all advertisements, signs, brochures, Web sites, and any other materials. At least twice a year, Concessionaire shall advertise the PLRA in a local or regional newspaper.

All forms of marketing must contain the following words: “(Concessionaire’s Company name) is an equal opportunity provider”.

h. Fire Prevention

The Proposer shall include a fire prevention plan in the proposal that addresses, at a minimum:

- How the Concessionaire will prevent wildfires and structural fires
- Reporting procedures and emergency response, should a fire occur
- Training and experience of employees, relative to fire prevention, suppression, and evacuation methods
- Fire prevention/suppression tools and equipment that will be on-site
- How all vegetation and vegetative matter will be removed from any established firebreaks.

i. Communication Systems and Emergency Response

The Concessionaire is required to provide a means of communication (e.g., two-way radios, cellular phones, etc.) between all employees, DWR, on-site Los Angeles County Sheriff’s personnel, and other emergency response agencies and must be prepared to respond to any emergencies (medical, law enforcement, facility breakdown, fire, flood, etc.) that might occur in and around the facilities covered under the contract. Applicants should describe how they will ensure

complete, timely, and accurate communication between all affected interests and how they will be prepared to respond to emergency situations. Applicants should also identify who will be the Concessionaire's on-site, 24 hours-a-day, representative(s) and how that person will communicate with DWR.

## H. Proposal Requirements and Information

### 1. Time Schedule

It is recognized that time is of the essence. All proposing firms are hereby advised of the following schedule and will be expected to adhere to the required dates and times.

#### Event

RFP Available to Prospective Firms	<b>May 25, 2010</b>
Date/Time Advance Notice Must be Given by Bidders for attending Pre-Proposal Meeting	<b>June 7, 2010 by 3:00 p.m.</b>
Date/Time of <b>Mandatory</b> Pre-proposal Meeting and Site Visit	<b>June 9, 2010 at 9:00 a.m.</b>
Final Date for Proposal Submission	<b>June 30, 2010 at 2:00 p.m.</b>
Anticipated Proposal Opening	<b>July 7, 2010</b>
Anticipated Notice of Intent to Award	<b>July 12, 2010</b>
Anticipated Last Day to Protest the Award	<b>July 19, 2010</b>
Anticipated Agreement Award	<b>July 20, 2010</b>

### 2. Location of Mandatory Pre-Proposal Meeting and Site Visit\*

Department of Water Resources  
Vista del Lago Visitor Center  
35800 Vista del Lago Road  
Gorman, CA 93534

The Visitor Center is located on Interstate Highway 5 between the cities of Castaic and Gorman and adjacent to Pyramid Lake. There is a Vista del Lago off-ramp from both north and south directions.

**PLEASE NOTE:** The **mandatory** pre-proposal meeting will be held on June 9, 2010 beginning at 9:00 a.m. **Please allow four hours for this meeting.** The meeting will consist of a one-hour question and answer session at the Vista del Lago Visitor

Center, followed by a car and boat tour of the recreation area. There will be time at the end of the tour for any follow-up questions. **All prospective bidders must contact Joanne Koopman by 3:00 p.m. on June 7, 2010 of their intent to attend this meeting** so that appropriate arrangements can be made for the on-site tour. Joanne may be reached at (661) 944-8516 or email [jkoop@water.ca.gov](mailto:jkoop@water.ca.gov). **Any Proposer not making advance arrangements to attend will not be allowed into the meeting.**

Substantive questions regarding proposal and contracting requirements will be addressed **only** at the pre-proposal meeting. In the event a prospective proposing firm is unable to attend the mandatory pre-proposal meeting, an authorized representative may attend on the prospective proposing firm's behalf. If this is not an option available to you, please contact the DWR representative for possible alternative accommodations. The representative may sign in for **only** one (1) company.

**\*No proposal will be accepted unless Concessionaire attends the mandatory pre-proposal meeting.**

### **Reasonable Accommodation**

For the prospective proposing firms who need assistance due to physical impairment, reasonable accommodations will be provided by DWR upon request for this pre-proposal meeting. The proposing firms must call Joanne Koopman at (661) 944-8516 no later than close of business on the fifth working day prior to the scheduled date and time of the pre-proposal meeting to arrange for reasonable accommodations.

### **3. Cost Detail Format and Requirements**

The proposing firm shall use the attached Lease Offer (Attachment I) and submit as outlined in paragraph c. of Submission of Proposal section.

### **4. Submission of Proposal**

- a. Proposals should provide straightforward and concise descriptions of the proposing firm's ability to satisfy the requirements of this RFP. The proposal must be complete and accurate. Omissions, inaccuracies or misstatements will be sufficient cause for rejection of a proposal. The State does not accept alternate contract language from a prospective contractor. A proposal with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable. The GTC may be viewed at Internet site [www.dgs.ca.gov/contracts](http://www.dgs.ca.gov/contracts).
- b. Due to limited storage space, the proposal package should be prepared using the least expensive method (i.e., cover page with staple in upper left-hand corner, no fancy bindings).

- c. All proposals shall be contained in **one sealed envelope** and be clearly marked **Request for Proposal No. 10046920, "Concessionaire for Pyramid Lake Recreation Area, Do Not Open Until June 30, 2010 at 2:00 p.m."** The envelope shall contain all the documents listed on the Proposal Checklist. A minimum of two original signed proposals must be submitted. Both proposals must be submitted in the same envelope.
- d. Proposals received after the due date and time will be returned unopened to the proposing firm.
- e. If the proposal is made under a fictitious name or business title, the actual legal name of proposing firm must be provided.
- f. Mail or deliver proposals to the following address:

**U.S. Postal Service Deliveries**

Division of Operations and Maintenance  
Southern Field Division  
P. O. Box 1187  
Pearblossom, CA 93553

and

**Hand Deliveries**

**(UPS, Express Mail, Federal Express)**

Division of Operations and Maintenance  
Southern Field Division  
34534 - 116th Street East  
Pearblossom, CA 93553

- g. Proposals must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a proposal to be rejected.
- h. A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject all proposals and may waive any immaterial deviation in a proposal. The State's waiver of immaterial defect shall in no way modify the RFP document or excuse the proposing firm from full compliance with all requirements if awarded the agreement. DWR reserves the right to reject all proposals for reasonable cause.
- i. Costs for developing proposals in anticipation of award of the agreement are entirely the responsibility of the proposing firm and shall not be charged to the State of California.

- j. An individual who is authorized to bind the proposing firm contractually shall sign the Attachment II, Proposal/ Proposing firm Certification Sheet, page 1. The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal shall be rejected.
- k. A proposing firm may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline. Proposal modifications offered in any other manner, oral or written, will not be considered.

A proposing firm may withdraw its proposal by submitting a written withdrawal request to the State, signed by the proposing firm or an agent authorized in accordance with j. above. A proposing firm may thereafter submit a new proposal prior to the proposal submission deadline. Proposals may not be withdrawn without cause subsequent to proposal submission deadline. Proposals received after the due date and time will be returned unopened to the prospective proposing firm.

- l. DWR may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum to all parties who received a proposal package.
- m. Proposing firms are cautioned not to rely on the State, during the evaluation, to discover and report to the proposing firm any defects and errors in the submitted documents. Proposing firms, before submitting their documents, should carefully proof them for errors and adherence to the RFP requirements.
- n. Where applicable, proposing firm should carefully examine work sites and specifications. Proposing firm shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No revisions to the agreement amount will be made due to a lack of careful examination of work sites and specifications.
- o. More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names, will not be considered. Reasonable grounds for believing that any proposing firm has submitted more than one proposal for the work contemplated herein will cause the rejection of all proposals submitted by that proposing firm. If there is reason for believing that collusion exists among the proposing firms, none of the participants in such collusion will be considered in this or future contracts.

## **5. Evaluation Process**

- a. At the time of proposal opening, each proposal will be checked for the presence or absence of required information in conformance with the submission requirements of this RFP.

- b. The State will put each proposal through a process of evaluation to determine its responsiveness to the State's needs.
- c. Proposals that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the proposing firm, shall be rejected. If, in the opinion of the State, such information was intended to mislead the State in its evaluation of the proposal, and the attribute, condition, or capability is a requirement of this RFP, it will be the basis for rejection of the proposal.
- d. The evaluation process will consist of **two phases**.
- e. In **Phase One**, proposals are reviewed to ensure that all documentation has been submitted in compliance with the requirements of this RFP. In **Phase Two**, qualifications/technical proposals and lease offer are reviewed using the criteria and the scoring method described below to determine which proposals meet the minimum requirements. The award is then made to the highest scored responsible proposal.

### **(1) Phase One**

Phase One documentation shall contain all items listed below. Attachment I, Lease Offer, and the Qualification Proposal will be scored as outlined in Phase Two below. The other items listed will be scored as Pass/Fail during the evaluation process.

- Attachment I, Lease Offer
- Attachment II, Proposal/Proposer Certification Sheet
- Attachment III, References
- Attachment IV, Darfur Contracting Act of 2008
- Attachment V, Concessionaire Financial Statement
- Contractor Certification Clauses
- Proposal Bond
- Qualification Proposal

DWR will review the **Phase One** forms to determine that each document is enclosed and properly completed. Failure to meet these requirements shall cause your proposal to be deemed non-responsive and therefore ineligible for the next step of the RFP process, **Phase Two**.

### **(2) Phase Two**

Phase Two will consist of evaluation of the qualification proposal and lease offer based on the criteria below.

**PROPOSAL EVALUATION CRITERIA****EXPERIENCE****(MAXIMUM 100 POINTS)**

Experience will be judged based upon the period of time the bidder has in the past performed the duties of managing a recreation area. Factors such as recentness of performing these duties, total period of time, similarity to the duties requested in this RFP, complexity of assignments, experience contracting with public agencies, and the ability to undertake and complete capital improvement projects will be evaluated. A minimum of one year of related experience performing the duties of a recreation area manager or recreation administration is necessary.

**CONCESSIONAIRES DUTIES,  
RESPONSIBILITIES, AND OBLIGATIONS****(MAXIMUM 100 POINTS)**

The bidder will provide, in narrative format, how it intends to meet the requirements of this contract; that is, to manage the recreation area for maximum public benefit. This effort will be judged by its ability to convey the commitment of the bidder to staff, operate, maintain, repair, develop the capital improvement projects in the time allocated, and generally meet the requirements in the Scope of Work. The following items should be addressed, along with anything else the bidder believes will explain its ability to accomplish the work:

- Law Enforcement and Security
- Facilities Operation and Maintenance
- General Facilities Operation, Maintenance, and Repair
- Specific Facilities Operation, Maintenance, and Repair
- Required Capital Improvement Projects
- Operations Plan
- Camping and Day Use Receipts, Revenue, and Visitor Data Collection
- Facilities Use Fees

**LEASE OFFER****(MAXIMUM 200 POINTS)**

The lease offer consists of two components: a monthly lease offer and a gross annual minimum lease offer. The monthly lease offer is a minimum of five percent (5%) of gross monthly receipts payable monthly to DWR. The gross annual minimum lease offer is \$30,000 annually. The Concessionaire shall pay to DWR, whichever is greater, the sum total of monthly lease payments or \$30,000 (or the bid amount, whichever is greater) per calendar year. In the event that monthly lease payments are less than \$30,000 (or the bid amount,



whichever is greater), the Concessionaire shall pay the difference to DWR at the end of the calendar year. If the monthly lease payments exceed the \$30,000 (or the bid amount, whichever is greater), then no additional payment would be required for that calendar year.

Proposer's are encouraged to bid higher than the minimum amounts for one or both the monthly lease offer and the gross annual minimum lease offer. Minimum bids for each component will result in no points awarded. See examples below for calculation of points awarded. Bid amounts for the monthly lease offer shall be in tenths of a percent and gross annual minimum lease offer in \$100 increments.

#### 1) MONTHLY LEASE OFFER

Bid amount (decimal) – minimum bid (decimal) / highest bid (decimal)- minimum bid (decimal) X 100 = points

##### EXAMPLE (FOR ILLUSTRATION ONLY)

$(.06-.05 / .07 - .05) \times 100 = 50$  points

#### 2) GROSS ANNUAL MINIMUM LEASE OFFER

(Bid amount – minimum bid / highest bid- minimum bid) X 100 = points

##### EXAMPLE (FOR ILLUSTRATION ONLY)

$(\$35,000-\$30,000/\$40,000-\$30,000) \times 100 = 50$  points

### **OVERALL QUALITY OF PROPOSAL PACKAGE (MAXIMUM 25 POINTS)**

The proposal will be judged on its clarity, ease of understanding, organization, and presentation.

### **OPTIONAL CAPITAL IMPROVEMENT PROJECTS (MAXIMUM 200 POINTS)**

If the Concessionaire includes in the proposal an agreement to complete one or both of the optional capital improvement projects as they are described in this RFP, he/she may receive up to 200 additional points based on the following criteria. If the Concessionaire includes a commitment for only one Capital Improvement Project, a maximum 100 points could be awarded. If no Capital Improvement Projects are included, zero points will be added to the proposal. **Please reference Exhibit A, Scope of Work, Section VI. D, Optional Capital Improvement Projects, for specific details on the optional improvements.**

**Boat Rental Fleet** - Up to 100 points based on the number of boats that will be available for rent. Minimum 10 boats, 25 points, and maximum 25 boats, 100 points. Between 10 and 25 boats, 5 points added for each boat available for rental up the maximum of 25 boats, or 100 points.

For example, proposing to have a fleet of 20 boats would give the Proposer 25 points for the minimum of 10 boats, plus the 10 additional boats at 5 points each would add an additional 50 points, which would give a total of 75 points for the boat rental fleet option.

**Los Alamos Campground Ramada Improvement** - A total of 100 points will be added for the Los Alamos Campground Ramada Improvement project. This is an all or nothing option. Concessionaire must agree to complete construction of all ramadas to receive any points for this option. The Concessionaire shall plan, develop, construct, and maintain the LACRI, which shall consist of constructing 25 permanent wood, metal, synthetic, or combination thereof shade ramadas.

**TOTAL POINTS AVAILABLE**

**(MAXIMUM 625 POINTS)**

In the event of a tie between two or more proposals, a State representative will draw straws. That person and a witness will document, in writing, the results of the tiebreaker.

**8. Notice of Intent to Award and Protest**

The **Notice of Intent to Award** will be posted at the Department of Water Resources, Division of Operations and Maintenance, Southern Field Division, 34534 - 116<sup>th</sup> Street East, Pearblossom, CA 93553 for five working days. All proposing firms will be officially notified when the Notice of Intent to Award is posted.

- a. Public inspection of all proposals will be allowed after the Notice of Intent to Award is posted.
- b. Contracts awarded under the provision of PCC 10344 shall be awarded only after a notice of the proposed award has been posted in a place accessible by the general public, including any internet site identified in the request for proposal, for five (5) working days.
- c. Prior to the award, a proposing firm who claims he/she was eligible for the award of the contract, may protest the proposed award on the ground that if DWR had scored his or her proposal correctly or if DWR had correctly followed the procedures specified in the Public Contract Code, proposing firm would have been awarded the contract.
- d. A protestant must meet the burden of proof that DWR has committed a material error in the conduct of the proposal award process.
- e. Within five (5) working days of filing the protest, the protestant shall file a detailed written statement of protest with DGS and DWR, if the original protest did not contain the complete grounds for the protest.

- f. Both the original protest and/or the detail statement of protest, if any, must include the RFP number (**10046920**), name of State Agency involved, agency contact person's name, and protestant's FAX number, if any. Information may be sent by regular mail, FAX, courier, or personal delivery to:

Department of General Services  
Attention: Protest Coordinator  
Office Legal Services  
707 Third Street, 7<sup>th</sup> Floor  
West Sacramento, CA 95605  
OR FAX: (916) 376-5088

**AND**

Attention: James Gleim  
Department of Water Resources  
Division of Operations and Maintenance  
1416 Ninth Street, Room 620  
Sacramento, CA 95814  
(916) 653-5951  
OR FAX TO: (916) 653-8250

- g. On receipt of the protest, Department of General Services (DGS) shall send the protestant an acknowledgement letter and thereafter communicate with the parties regarding further disposition of the protest.

**9. Disposition of Proposals**

- a. Upon proposal opening, all documents submitted in response to this RFP become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public. The State cannot prevent the disclosure of public documents. However, the contents of all proposals, draft proposals, correspondence, agenda, memoranda, working papers, or any other medium that discloses any aspect of a proposing firm's proposal, shall be held in the strictest confidence until the "Notice of Intent" is posted.
- b. Proposal packages may be returned only at the proposing firm's expense, unless such expense is waived by DWR.

**10. Standard Conditions of Service**

- a. Concessionaire's service shall be available either not later than five days after all approvals have been obtained and the agreement is fully executed, or on the express date set by DWR and the Concessionaire. Should the Concessionaire fail to commence work at the time when service is required to be available, DWR reserves the right to terminate the agreement upon five days written notice to the Concessionaire. In addition, the Concessionaire shall be liable to DWR for the

difference between Concessionaire's Proposal price and the actual cost of performing work by another Concessionaire.

- b. All performance under the agreement shall be completed on or before the termination date of the agreement.
- c. No oral understanding or agreement shall be binding on either party.

#### **I. Required Attachments**

Concessionaire must sign and submit to DWR, page one (1) of the Contractor Certification Clauses (CCC) which can be found on the Internet at <http://www.ols.dgs.ca.gov/Standard+Language>. This document is only required if the proposing firm has not submitted this form to DWR within the last three (3) years.

## PROPOSAL CHECKLIST

Please review the following checklist for a list of documents that must be returned with your proposal package. Please read the State of California's General Terms and Conditions before signing and submitting your proposal package. Unless otherwise noted, all documents are due at the time of bid submittal. Failure to include the required documents will be cause for bid rejection.

### DOCUMENTS REQUIRED WITH SUBMISSION OF BID

- Attachment I – Lease Offer (Must be signed and dated)
- Attachment II – Proposal/Proposer Certification Sheet
- Attachment III – References
- Attachment IV – Darfur Contracting Act of 2008
  - Note: Bids will be disqualified unless Attachment III, Darfur Contracting Act has been completed and submitted with bid submission. Effective January 1, 2009, all Invitations for Bid (IFB) or Requests for Proposal (RFP) for goods or services must address the requirements of the Darfur Contracting Act of 2008 (Act). (Public Contract Code (PCC) 10475, 10476, et seq.; 10477 (a)(b) and 10478 (a) Statutes 2008, Ch. 272)**
- Attachment V – Concessionaire Financial Statement
- Contractor Certification Clauses, CCC 307 (CCC must be submitted if not currently on file. If on file, please submit a copy of the previously signed document.)
- Proposal Bond
- Qualification Proposal, which shall include narratives describing following:
  - Experience
  - Law Enforcement and Security
  - General Facilities Operation, Maintenance, and Repair
  - Specific Facilities Operation, Maintenance, and Repair
  - Required Capital Improvement Projects
  - Operations Plan
  - Camping and Day Use Receipts, Revenue, and Visitor Data Collection
  - Facilities Use Fees

### DOCUMENTS REQUIRED UPON CONTRACTOR SELECTION/BID AWARD

- Performance Bond
- Certificates of Insurance

**ATTACHMENT I**

**LEASE OFFER**

**MONTHLY LEASE OFFER**

(Minimum bid is 5% of monthly gross receipts)

\_\_\_\_\_ %

**GROSS ANNUAL MINIMUM LEASE OFFER**

(Minimum bid is \$30,000 annually)

\$ \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT II**  
**PROPOSAL/PROPOSER CERTIFICATION SHEET**

This Proposal/Proposer Certification Sheet must be signed and returned along with all of the "required attachments" as an entire package in duplicate with original signatures. The proposal must be transmitted in a sealed envelope in accordance with RFP instructions.

- A. Our Lease Offer is submitted in a sealed envelope marked "**Request for Proposal 10046920 - Do Not Open**".
- B. Place all required attachments behind this certification sheet.
- C. The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document. The signature below authorizes the verification of this certification.

**An Unsigned Proposal/Proposer Certification Sheet May Be Cause For Rejection**

1. Company Name	2. Telephone Number (    )	2a. Fax Number (    )
3. Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
Indicate applicable license and/or certification information:		
9. Contractor's State Licensing Board Number	10. PUC License Number CAL-T-	11. Required Licenses/ Certifications
12. Proposer's Name (Print)	13. Title	
14. <b>Signature</b>	15. Date	

## Completion Instructions for Proposal/Proposer Certification Sheet

Complete the numbered items on the Proposal/Proposer Certification Sheet by following the instructions below.

Item Numbers	Instructions
<b>1, 2, 2a, 3</b>	Must be completed. These items are self-explanatory.
<b>4</b>	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
<b>5</b>	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
<b>6</b>	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
<b>7</b>	Enter your federal employee tax identification number.
<b>8</b>	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
<b>9</b>	Complete if your firm holds a California contractor's license. This information will be used to verify possession of a contractor's license for public works agreements.
<b>10</b>	Complete if your firm holds a PUC license. This information will be used to verify possession of a PUC license for public works agreements.
<b>11</b>	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
<b>12, 13, 14, 15</b>	Must be completed. These items are self-explanatory.



**ATTACHMENT III**

(page 1 of 3)

**FINANCIAL REFERENCES**

List below at least one reference for services performed within the last five years, which are similar to the scope of work to be performed under this contract.

<b>REFERENCE 1</b>			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number ( )	
Dates of Service			
Brief Description of Service Provided:			
<b>REFERENCE 2</b>			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number ( )	
Dates of Service			
Brief Description of Service Provided:			
<b>REFERENCE 3</b>			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number ( )	
Dates of Service			
Brief Description of Service Provided:			

**ATTACHMENT III**

(page 2 of 3)

**CLIENT OR BUSINESS REFERENCES**

List below at least one reference for services performed within the last five years, which are similar to the scope of work to be performed under this contract.

<b>REFERENCE 1</b>			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number ( )	
Dates of Service			
Brief Description of Service Provided:			
<b>REFERENCE 2</b>			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number ( )	
Dates of Service			
Brief Description of Service Provided:			
<b>REFERENCE 3</b>			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number ( )	
Dates of Service			
Brief Description of Service Provided:			

**ATTACHMENT III**

(page 3 of 3)

**VENDOR REFERENCES**

List below at least one reference for services performed within the last five years, which are similar to the scope of work to be performed under this contract.

<b>REFERENCE 1</b>			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number ( )	
Dates of Service			
Brief Description of Service Provided:			
<b>REFERENCE 2</b>			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number ( )	
Dates of Service			
Brief Description of Service Provided:			
<b>REFERENCE 3</b>			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number ( )	
Dates of Service			
Brief Description of Service Provided:			

**Attachment IV – Darfur Contracting Act**

Pursuant to Public Contract Code section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a “scrutinized” company as defined in Public Contract Code section 10476.

Therefore, to be eligible to submit a bid or proposal, please complete only one of the following three paragraphs (via initials for Paragraph # 1 or Paragraph # 2, or via initials and certification for Paragraph # 3):

1. \_\_\_\_\_ We do not currently have, or we have not had within the previous  
 Initials three years, business activities or other operations outside of the United States.

**OR**

2. \_\_\_\_\_ We are a scrutinized company as defined in Public Contract Code  
 Initials section 10476, but we have received **written permission** from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b). **A copy of the written permission from DGS is included with our bid or proposal.**

**OR**

3. \_\_\_\_\_ We currently have, or we have had within the previous three years,  
 Initials + business activities or other operations outside of the United States,  
 certification but we certify below that we are not a scrutinized company  
 below as defined in Public Contract Code section 10476.

**CERTIFICATION For # 3.**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in # 3. This certification is made under the laws of the State of California.

<i>Proposer/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County and State of</i>	

**Your proposal will be disqualified unless your proposal includes this form with either Paragraph 1 or 2 initialed or Paragraph 3 initialed and certified.**

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

**CONCESSIONAIRE FINANCIAL STATEMENT**

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

**A. CASH FLOW STATEMENT**

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



**CONCESSIONAIRE FINANCIAL STATEMENT**

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

**C. BALANCE SHEET**

**ASSETS**

**CURRENT ASSETS**

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

**TOTAL CURRENT ASSETS**      \$ \_\_\_\_\_

**NONCURRENT ASSETS**

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

**TOTAL NONCURRENT ASSETS**      \$ \_\_\_\_\_

**TOTAL ASSETS**      \$ \_\_\_\_\_

**LIABILITIES**

**CURRENT LIABILITIES**

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

**TOTAL CURRENT LIABILITIES**      \$ \_\_\_\_\_

**OTHER LIABILITIES**

Other: _____	\$ _____
Other: _____	_____

**TOTAL OTHER LIABILITIES**      \$ \_\_\_\_\_

**TOTAL LIABILITIES**      \$ \_\_\_\_\_

**CAPTIAL**

**OWNER'S EQUITY**

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

**TOTAL CAPITAL**      \$ \_\_\_\_\_

**TOTAL LIABILITIES AND CAPITAL**      \$ \_\_\_\_\_

**CONCESSIONAIRE FINANCIAL STATEMENT**

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

**D. STATEMENT OF MONTHLY GROSS SALES/RECEIPTS**

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

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

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

AUTHORIZED SIGNATURE

DATE



PRINTED NAME OF PREPARER



**Revenue and Visitation Data  
Pyramid Lake Recreation Area 2005 thru 2009**

<u>YEAR</u>	<u>GROSS REVENUES</u>		<u>LOCATION</u>	<u>VISITATION FIGURES</u>			
	<u>COLLECTED</u>	<u>ESTIMATED</u>		<u>CAMPING</u>	<u>DAY USE</u>	<u>SITE DAYS</u>	<u>%OCUPANCY</u>
2009	\$505,288	\$631,610	EL LA		98,420		
				6,203		1,149	5.8
2008	\$488,770	\$488,770	EL LA		96,898	8	
				8,196		7,629	34.9
2007	\$511,407	\$511,407	EL LA	438	108,679		
				7,521		1,714	6.4
2006	\$366,743	\$366,743	EL LA	10	78,860	2	
				4,368	406	881	3.9
2005	\$394,932	\$493,665			79,640		
			EL LA				
				8,993	16	2,385	10.8
AVERAGE	\$453,428	\$498,439		7,056*	92,499*		

**NOTES:** This information was supplied by the U. S. Forest Service and represents the best available data

2009 includes only January through September. Number in "Estimated" column is estimated full year

2005 includes only April through December as the facilities were closed January through March.  
Number in "Estimated" column is estimated full year.

EL = Emigrant Landing recreation area; LA = Los Alamos campground

\* Average camping is for Los Alamos only and estimated day use is for Emigrant Landing only as the other uses are incidental.

**STANDARD AGREEMENT**

STD 213 (Rev 06/03)

AGREEMENT NUMBER
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

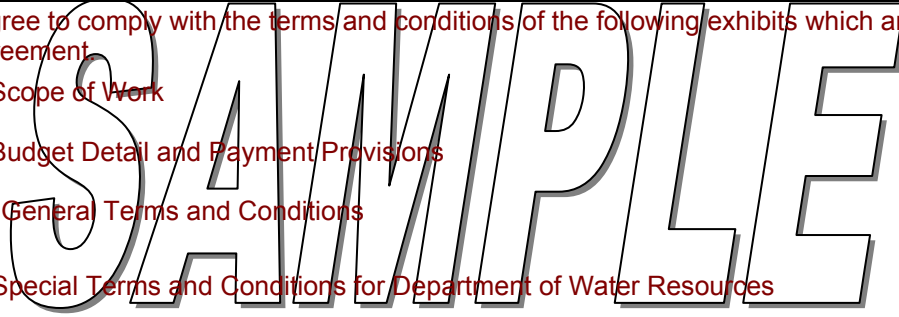
CONTRACTOR'S NAME

2. The term of this Agreement is: \_\_\_\_\_ through \_\_\_\_\_

3. The maximum amount of this Agreement is: \$ \_\_\_\_\_

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

- |  |          |
|--|----------|
| Exhibit A – Scope of Work  | XX pages |
| Exhibit B – Budget Detail and Payment Provisions                           | XX pages |
| Exhibit C* – General Terms and Conditions                                  | _____    |
| Exhibit D – Special Terms and Conditions for Department of Water Resources | XX pages |
| Exhibit E – Additional Provisions  | XX pages |



*Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)*

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

**CONTRACTOR**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

**STATE OF CALIFORNIA**

AGENCY NAME

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

*California Department of General Services Use Only*

Exempt per:

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**Scope of Work**  
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## SCOPE OF WORK

### I. INTRODUCTION

The Concessionaire will operate, maintain, and repair the Pyramid Lake Recreation Area (PLRA) in a safe, efficient, and effective manner that will allow enjoyable public recreation to occur.

### II. AREA DESCRIPTION

The PLRA is located in the Angeles National Forest in Los Angeles County, California (Area Maps, Exhibit A, Attachment 1). Pyramid Lake is a 1,300-acre reservoir, with 21 miles of shoreline, which was constructed by DWR as part of the California State Water Project (SWP). The lake elevation is approximately 2,500 feet. Topography of most of the lakeshore is steep and can vary in steepness based on the water level, which can fluctuate 8-10 feet per day. The reservoir is operated by DWR for water supply and electric power production. Weather is typical of mid-elevation areas of Southern California. Summers are normally dry and warm with winters wet and cool with occasional snow and freezing conditions.

The PLRA is located approximately 12 miles south of Gorman along Interstate 5. Access to the area is by Interstate 5 to Smokey Bear Road and then south on the Old 99 Road. Los Alamos Campground and Group Campground are located off of Interstate 5 at Smokey Bear Road, and 2.1 miles west on U. S. Forest Service (USFS) Road 20.

The peak recreation season is from April 1 through October 31, but the facilities are open year-round.

### III. FACILITIES DESCRIPTION

This description is based upon the best available information. Actual conditions may vary slightly from what is listed here.

**Los Alamos Campground:** This is a 93-unit campground, and each unit has a table and grill. There are four flush restrooms and an RV dump station. A potable water system serves the campground. There is no electrical service or hook-ups available in this campground, except at the caretaker and camp host sites.

**Los Alamos Group Campground:** This group campground has three group sites. Each group site has tables and a fire ring grill. There is one flush restroom. A potable water system serves the campground. There is no electrical service or hook-ups available in this campground.

**Emigrant Landing Day Use Area:** This area has 110 day use picnic sites, 55 of which have shade ramadas. The picnic areas include tables, pedestal barbeque grills, shade ramadas, six flush restrooms, one vault restroom, 4-lane boat launching ramp, buoy lines, sheriff's boat dock, and three public boat docks. The facility also has a swim beach area.

**Boat-in Day Use Areas (four):**

1. Yellowbar – This area has 14 picnic sites, one vault restroom, boat dock, tables, grills, and shade ramadas.
2. Bear Trap – This area has 3 picnic sites, one vault restroom, boat dock, tables, and ramadas and was recently reconstructed by the California Department of Boating and Waterways.
3. Serrano – This area has 12 picnic sites, one vault restroom, boat dock, tables, grills, and shade ramadas.
4. Spanish Point – This area has 14 picnic sites, one vault restroom, tables, grills, and shade ramadas.

**Vaquero Day Use Area:** This area has 15 picnic sites, each site has a table, grill, and shade ramada. There is a small boat dock and launch ramp, two flush restrooms, two outdoor showers, and a swim beach.

**Administrative Building:** Two offices are available inside this facility for use by the Concessionaire, which is limited to management needs for accounting and necessary administrative work.

**Administrative Trailer Pads:** There are two trailer pads available for Concessionaire at Los Alamos Campground. In the past, these sites have been used for housing the recreation area manager and campground host. Each pad has a telephone hook-up, along with metered gas and electricity.

**Potential New Facilities-Floating Campsites**

The California Department of Boating and Waterways is proposing to develop two or three floating campsites for deployment on the PLRA in fiscal year 2011 (July 2011 through June 2012) and potentially two or three more during fiscal year 2012 (July 2012 through June 2013), for a total of four to six floating campsites over a two-year period. Should these facilities be deployed, the Concessionaire shall be responsible to operate, maintain, and rent them through the same reservation system used for Los Alamos Campground. An example of a floating campsite and their features may be seen at [www.lakeoroville.net/](http://www.lakeoroville.net/).

**IV. ADMINISTRATION**

Control and administration of this agreement shall be by the DWR Division of Operations and Maintenance Southern Field Division, 34534 - 116<sup>th</sup> Street East, Pearblossom, CA 93553.

The primary contact person for this agreement will be:

**Department of Water Resources**

Name: Bryan Carter  
 Phone: (661) 944-8537  
 E-mail: [bcarter@water.ca.gov](mailto:bcarter@water.ca.gov)

**(Concessionaire Name)**

Name \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 E-mail: \_\_\_\_\_

The secondary contact person for this agreement will be:

**Department of Water Resources**

Name: James Gleim  
 Phone: (916) 653-5951  
 E-mail: [jamesg@water.ca.gov](mailto:jamesg@water.ca.gov)

**(Contractor Name)**

Name \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 E-mail: \_\_\_\_\_

Project representatives may be changed by written notice to the other party.

**V. DWR AND OTHER AGENCIES DUTIES**

1. DWR will provide potable water to Emigrant Landing Day Use Area, Los Alamos Campground, and Vaquero Day Use Area. DWR will operate, maintain, repair, or replace any water treatment plants, wells, supply mains, or tanks associated with this task at no cost to the Concessionaire, up to the point where the water supply enters the specific recreation facility.
2. The California Department of Boating and Waterways, the U. S. Forest Service (USFS), or DWR may replace or repair public recreation facilities at PLRA at its own discretion. In the event that this action results in new or changed facilities, the Concessionaire would be obligated to operate, maintain, and repair the new facilities upon advance notice by DWR.
3. DWR will repair or replace paved roadways and paved parking lots, unless they are damaged by Concessionaire activities.

**VI. CONCESSIONAIRES DUTIES, RESPONSIBILITIES, OBLIGATIONS, AND LIMITATIONS**

**A. General Facilities Operation, Maintenance, and Repair**

In general, the Concessionaire will operate, maintain, and repair the facilities associated with the PLRA as identified in Section III, "Facilities Description", to a level that will allow public recreation to occur in a safe and enjoyable manner, and not impact water supply or power generation activities at the reservoir. This includes but is not necessarily limited to painting, cleaning, minor repairs, washing, vegetation control, pest control, general housekeeping, visitor management, and other activities normally associated with hostelry or inn keeping, and as further defined in this Scope of Work (SOW). Concessionaire shall solely bear the cost of supplies, equipment, and provisions necessary to conduct the activities described in this SOW, except as may be noted elsewhere.

**B. Specific Facilities Operations, Maintenance, and Repair**

**1. Peak Recreation Season (April 1 through October 31)**

All recreation areas will be open daily from dawn to dusk during the peak recreation season unless closed by DWR, USFS, or other governmental agency for specific cause. During this time period, the Concessionaire will be responsible for the following:

- a. Restrooms (Where applicable showers, faucets, and drinking fountains are considered to be included as restrooms)

All restrooms shall be cleaned daily. Toilet bowls, risers, seats, and seat covers shall be kept clean and free of deposits. Building interiors shall be kept free of dirt, graffiti, spider webs, nests, and dead insects. Floors shall be swept free of dirt, trash, and standing water. Dry mop or squeegee the floor to leave it as dry as possible. Toilet paper shall be well stocked, with enough to last until the next scheduled cleaning. Toilet paper holders should roll freely. The Concessionaire shall supply all restroom supplies including toilet paper, paper toilet seat covers, pest control, deodorants, disinfectants, and signs for toilets.

The outside step and exterior of restroom buildings shall be kept free of dirt and debris. Walkways and trails shall be inspected and kept free of obstructions or excess vegetation.

Waste levels in restroom sewage vaults shall be monitored weekly, and pumped empty when waste level reaches 75 percent of capacity.

- b. Picnic Tables

At picnic sites, table tops and seats will be checked daily and will be cleaned of dirt, food particles, and grease. At campgrounds, the tables should be cleaned between site occupancy. At both situations, inspect the tops, seats, and bases for graffiti or other damage that may need to be repaired or removed. Record all completed or necessary maintenance. Trim excessive grass or vegetation from around the table area. Inspect and tighten loose bolts or nails, anchor tables as necessary. Re-level with crushed gravel or other table base material.

- c. Fire Rings and Grills

Open or camp fires are only allowed at authorized sites. Ashes, charcoal, unburned wood, and trash shall be removed from fire rings and grills when they are half full. Remove ashes from unauthorized fire rings and pits and scatter the rocks and spread soil over these areas to make them less conspicuous. Ashes shall be removed from the individual sites.

Check and clean grill surfaces of grease and food particles each time the site is vacated. Stack any leftover firewood beside the facility, or remove it from the site. All combustible materials and vegetation shall be cleared away from fire rings and grills to a minimum distance of ten feet. Inspect the equipment for any damage, and repair or replace as necessary.



d. Grounds and Buildings

The grounds of all facilities shall be patrolled at least twice daily and kept free of litter, trash, and debris. Nails, ropes, and wire shall be removed from trees whenever found. Vegetation shall be kept clear around tables, bulletin boards, water hydrants, barriers, signs, and buildings. Parking areas, paths, living spaces, and camping sites must be kept clean.

Grass and other ground vegetation shall be maintained to a maximum height of eight (8) inches and a minimum distance of thirty-six (36) inches away from the items listed above.

Administrative or other buildings associated with the PLRA shall be kept clean, painted, and repaired, including roofs, water lines, drinking fountains, electrical and heating, ventilation and air conditioning systems.

e. Floating Campsites

1. DWR shall be responsible for placing and moving the floating campsites in the reservoir when necessary. DWR shall maintain the anchors, cables, and winching equipment (anchor system) for the sites. The Concessionaire shall be responsible for cleaning, maintaining, repairing, replacing equipment, renting, and collecting a returnable security deposit on the sites. DWR and the Concessionaire shall jointly determine the rent, security deposit, and the conditions under which the deposit may be kept by the Concessionaire and/or DWR.

2. Peak Season

During the peak recreation season, floating campsites shall be cleaned and inspected on a daily basis, along with periodic maintenance and repairs necessary to keep them safe and suitable for use. The daily cleaning and inspection when the site is occupied shall consist of pumping the sewage holding tanks, empty trash cans, clean and check toilet function, refill toilet paper and any sanitary items, respond to and remedy any safety items noticed or reported by the user, replace or refill barbeque propane tank, and repair or replace any items needed to keep the site clean and safe to use. When the site is vacant, such as between rental occupancy, especially before and immediately after a rental, the Concessionaire shall conduct the activities previously mentioned under "daily cleaning" along with checking floats, anchoring system, making repairs, cleaning the deck, sink, counters, storage cabinets, walls, railing, painting or recoating surfaces, and other maintenance or repairs that may be necessary to keep the units functioning, clean, and available to use. The units shall be locked and secured when not rented and Concessionaire-provided signage used in a manner to indicate that these are rental units only and not available for free public use.

### 3. Non-Peak Season

Floating campsite use during non-peak season is difficult to predict and could range from daily to none at all for extended periods of time. If the campsites continue to be rented daily or regularly during the non-peak period, the Concessionaire will follow the cleaning, maintenance, and repair schedule previously described in "Peak Season". If or when use diminishes during the non-peak recreation season, floating campsites may be suitable for reduced maintenance needs. DWR and the Concessionaire shall jointly cooperate on an appropriate cleaning, repair, and rental schedule during the non-peak recreation season. Regardless of the rental schedule during the non-peak season, the Concessionaire shall be responsible for keeping the sites clean, painted, repaired, maintained, locked, and secured.

#### f. Pedestrian and Road Barriers

Pedestrian or traffic barriers shall be inspected for damage and/or instability. Clean dirt from around wood timbers that are close to the ground. This will help to prevent rot and keep ants or other insects from nesting. Replace rotten or broken items, as needed. Barriers shall be straightened, painted, or stained, and/or replaced as needed. Cut excess vegetation around barriers to keep them visible. Fill in holes caused by insects or rodents. Concessionaire is responsible for providing barrier material.

#### g. Trash Receptacles

Trash receptacles shall be located at all restrooms, boat ramps, campgrounds, and day use areas in adequate numbers to allow easy trash disposal. Concessionaire shall provide additional containers if necessary. They shall be emptied daily and more frequently if necessary to prevent overflow and spillage. Additional trash receptacles shall be placed in areas where they are needed. Trash shall be removed from each recreation facility daily. Excess bagged garbage outside full trash receptacles is not permitted. All trash shall be removed and disposed of in accordance with all State and local laws, regulations, and common sense. Trash receptacles shall be animal proof.

#### h. Fire Hydrants

The Concessionaire shall clean and weed the area around fire hydrants. Hydrants shall be checked periodically for good working order and water flow adequate for fire fighting.

i. Signs, Posters, Bulletin Boards, and Site Markers

Concessionaire shall maintain all public or employee notification systems. It shall inspect all bulletin boards and repaint if needed, remove worn-out nonfunctional signs. Install new signs to replace old ones. Remove vegetation or anything else that prevents the sign from being visible. Any camp or picnic site markers will be maintained.

Visitor use fees and charges shall be clearly posted at all check-in locations.

j. Pest Control

The Concessionaire shall conduct, as needed, activities to control vertebrate and non-vertebrate pests (plants and animals) that could impact the PLRA facilities, use by visitors, or cause disease. Pest control activities shall be included in the annual Operations Plan and, if needed, the Concessionaire shall use a certified Pest Control Advisor and Applicator and otherwise use methods and chemicals that are both legal and acceptable.

k. Health and Cleanliness

The Concessionaire shall maintain recreation facilities in a manner to keep visitors free from unhealthy exposures to disease and accidents and to promote visitor use enjoyment through cleanliness. Garbage shall not exceed the capacity of the garbage containers, and shall be animal resistant.

Developed sites shall be free of litter and domestic animal waste. Graffiti shall be removed within 48 hours of discovery or notification.

Restrooms and garbage locations shall be clean and free of objectionable odor. All other facilities and grounds shall be clean and well maintained. Numbers of visitors and vehicles shall be kept at or below site capacity.

l. Safety and Security

A safe and secure recreation area is to be maintained. Site safety inspection and report shall be completed each spring. Documented high risk conditions shall be corrected prior to use. High risk site conditions that develop during the use season shall be mitigated, or the site will be closed. Employees, volunteers, and partners shall have dependable communications. Electrical systems shall meet applicable State and local regulations.

m. Other Items of Concessionaire Responsibility

(1) The site entrance shall be well marked, easily found, and visitors made to feel welcome.

- (2) The Concessionaire shall be responsible for operation and maintenance of all irrigation water systems. This includes care and watering of all vegetation associated with landscaping.
- (3) All gates associated with this use to control ingress and egress shall be in proper and safe working condition.
- (4) Curbs, stairs, and walkways shall be safe, clean, and well lighted.
- (5) Any fences shall be maintained and repaired.
- (6) Buoys and lines used to delineate swim beach and waterways on the reservoir shall be maintained and, if necessary, replaced by the Concessionaire.
- (7) Concessionaire shall maintain any structure authorized for storage of supplies and equipment.
- (8) Information boards shall look fresh, professional, uncluttered, and contain appropriate current/seasonal information. Multi-lingual information shall be provided as needed.
- (9) Personnel, including seasonal employees and volunteers, shall demonstrate good customer service practices.
- (10) Vandalism shall be corrected or mitigated within one week of discovery or notification.
- (11) Upon termination of the contract, all improvements, except as noted, shall belong to DWR.
- (12) Provide security patrol as needed to protect property and visitors

## **2. Non-Peak Recreation Season (November 1 through March 30)**

All facilities shall be open daily from dawn to dusk, except Vaquero Day Use Area which, upon request by the Concessionaire and approval by DWR, may be operated on a limited basis, but must, at a minimum, be open weekends.

During this period, the Concessionaire is expected to operate, maintain, and repair the facilities with the same basic approach as during the peak season; that is, the facilities shall be safe, available, and enjoyable for visitor use. The Concessionaire may reduce the rate of restroom and facilities cleaning, trash removal, or other visitor affected maintenance to reflect reduced visitor use. At a minimum, all facilities will be visited, cleaned, and maintained at least twice weekly, once before and after a weekend or holiday.

### **C. Required Capital Improvement Projects**

The Concessionaire shall develop, operate, and maintain, within the time frame identified and at no expense to DWR, the following three projects. The projects shall be developed in coordination with DWR.

#### **1. General Store (Store)**

Within six months from the start date of the contract, the Concessionaire shall plan, develop, and be ready to operate and maintain a store at the Emigrant Landing recreation area. Within three months of the contract start date, the Concessionaire shall submit the plans, specifications, drawings, operation schedule, and location of the store to DWR for approval prior to the start of construction and operation. The store shall be approximately 600 square feet of floor space and shall be located in an area that does not impact recreation use but is close and convenient to visitors. Final store size will be determined by DWR, but will probably be limited by available pad space. While the Concessionaire may propose other locations, a pad space near the boat docks is available and is plumbed for water, sewer, and electricity. The building must be temporary, as it will remain the property of the Concessionaire and must be removed at the end of the contract period unless, by prior approval of DWR, other arrangements have been made. The store shall have adequate drainage and waste management to prevent environmental impacts. It shall also meet any county or other building code standards and permits.

The store shall sell food, food snacks, supplies, and equipment that would be useful and a convenience to visitors at the PLRA. Beer and wine may be sold at the store, but no distilled spirits may be sold or distributed. The Concessionaire must obtain a State license and otherwise operate the store according to State liquor laws.

#### **2. Boat Storage Facility (BSF)**

Within six months from the start date of the contract, the Concessionaire shall plan, develop, and operate a BSF at the Emigrant Landing recreation area for water craft that are primarily used on Pyramid Lake. It shall be capable of housing at least 25 boats and no more than 50 boats for year round storage. It shall not be used for boat repair or maintenance. It shall be fenced with a cyclone or other type of secure fence material. The BSF should be temporary, as it will remain the property of the Concessionaire and must be removed at the end of the contract period unless, by prior approval of DWR, other arrangements have been made. It shall be designed to complement the natural surroundings and shall have adequate drainage and waste management to prevent environmental impacts.

The Concessionaire shall submit plans, specifications, drawings, operation schedule, and location of the BSF to DWR within three months of the contract start date for approval prior to the start of construction and operation.

### 3. Vegetation Plantings (Trees)

Within 24 months from the start date of the contract, the Concessionaire shall provide DWR with a plan to plant 100 trees at the Los Alamos Campground and 100 trees at the other recreation sites in the PLRA. The plan will list species, location, timing, and maintenance activities. All trees must be planted within 12 months of plan approval. No trees shall be planted before the plan is approved by DWR. Native trees such as oak and sycamore are preferred over exotic non-native species. No eucalyptus trees shall be planted. Regardless of species, they shall be hardy and drought tolerant. Trees shall be healthy and planted from at least 5 gallon rooted container stock, staked, screened, fertilized, and regularly watered to insure survival and growth. Concessionaire shall be responsible for installing and maintaining an irrigation system to water the trees, or provide other means for ensuring regular watering of the trees. The trees should be planted in the fall months. Dead or diseased trees shall be replaced annually so that at the end of the Concessionaire contract, at least 200 live and living trees will have been planted. Tree planting shall be at locations that do no impact campground or recreation area infrastructure. The trees shall become the property of DWR and remain where planted at the end of the contract period.

#### D. Optional Capital Improvement Projects

These projects are not required **unless** the Concessionaire included a commitment in his proposal to do so. The Concessionaire shall develop, operate, and maintain, within the time frames identified and at no expense to DWR, either one or both of the optional projects, based on the commitment made in the proposal. The projects shall be developed in coordination with DWR.

##### 1. Boat Rental Fleet (BRF)

The Concessionaire shall plan, develop, and operate a BRF at the Emigrant Landing recreation area. The BRF shall be a minimum of 50 percent gasoline and the remaining 50 percent a combination of gasoline, human, or wind powered boats capable of operation on Pyramid Lake. The BRF shall be a minimum of 10 and a maximum of 25 boats and shall be housed and maintained in a Concessionaire-provided floating dock and designated maintenance area that is not located on public parking areas or in other publicly constructed facilities. The Concessionaire shall maintain gasoline engine and transmissions off-site and not at Pyramid Lake, unless a suitable location can be found and approved by DWR to conduct maintenance. The BRF should be temporary, as it will remain the property of the Concessionaire and must be removed at the end of the contract period unless, by prior approval of DWR, other arrangements have been made. All boats will have safety equipment and adequate numbers of U.S. Coast Guard approved personal floatation devices in the boats when rented. Renters shall be given adequate instructions at the time of rental to safely operate the boat rented and sign waiver of liability forms to protect DWR and the Concessionaire.

The Concessionaire shall submit plans, specifications, drawings, operation schedule, and location of the BRF to DWR within 12 months of the contract start date for approval prior to the start of operation. The BRF must be in place and operational on Pyramid Lake within 12 months of plan approval by DWR.

## 2. Los Alamos Campground Ramada Improvements (LACRI)

The Concessionaire shall plan, develop, construct, and maintain the LACRI, which shall consist of constructing 25 permanent wood, metal, synthetic, or combination thereof shade ramadas. The group campsite shall receive three of the 25 shade ramadas and the remaining 22 shade ramadas shall be distributed among the other 93 campsites in a manner that will provide shade to the most sun exposed campsites. They shall be constructed of material designed to last at least 25 years and shall follow a design similar to that used by the Departments of Parks and Recreation or Boating and Waterways. They shall have a concrete floor and be generally located to cover the picnic table. Construction should occur, to the extent possible, in the non-peak season to avoid impacting campground use.

The plans, specifications, drawings, maintenance schedule, and location of the LACRI shall be submitted to DWR within 24 months of the contract start date for approval prior to the start of construction and implementation. All ramadas shall be constructed within 24 months of plan approval by DWR. The shade ramadas become the property of DWR at the end of the contract period and shall remain where constructed.

## E. Operations Plan

The Concessionaire shall prepare an annual Operations Plan and submit it to DWR for approval no later than 60 days before the beginning of each calendar year during the term of the contract. DWR shall approve the Operations Plan within 30 days of submittal by the Concessionaire. The Operations Plan shall include, at a minimum, discussion of the following topics. Topics may be added or deleted by mutual consent of DWR and the Concessionaire. During the first year of operation (2011) the Concessionaire shall submit an operations plan within 90 days of the contract start date.

1. Year's Operating Season and Hours
2. Routine Cleaning and Tenant Maintenance
3. Solid Waste Management
4. Water and Sewer Systems
5. Health and Safety Considerations
6. Caretaker Services and Vehicles
7. Law Enforcement and Rules Compliance
8. Signs, Promotions, and Advertisements
9. Public Relations
10. Visitation Data
11. Fees Charged to the Public
12. Additional Operating Conditions and Proposals
13. Resource Conservation Plan and Efforts

14. Fire Prevention, Suppression, and Evacuation
15. Emergency Response and Communication System
16. Pest Control Activities

The 2010 U. S. Forest Service Operations Plan for Pyramid Lake may be used as a model and style guide. The Plan is available from the USFS Los Angeles Forest Office in Arcadia, California.

## **VII. GOVERNMENT FURNISHED PROPERTY**

The government (both DWR and USFS) will provide certain property in conjunction with the contract. Any improvements made to or on government recreation sites by the Concessionaire or his/her agent become the property of the government unless specifically exempted by DWR.

## **VIII. CONDITION OF RECREATION AREA**

The taking of possession of the PLRA by the Concessionaire shall constitute acknowledgement that it is in good and sufficient condition for the purposes for which the Concessionaire is entering into this contract. The Concessionaire agrees to accept the PLRA in its present existing condition “as is” and agrees that DWR shall not be obligated to make any alterations, additions, or betterments to the PLRA except as otherwise provided in this agreement (see paragraph XL. Special Provision for One-Time Monthly Lease Payment Relief) or mutually agreed to at a later date.

## **IX. DWR ACCESS**

DWR employees shall have full access to the PLRA and the premises at any and all times for performance of its duties for DWR or inspection of the Concessionaires operations.

## **X. UTILITIES AND WASTE MANAGEMENT**

Certain utilities and infrastructure exist for the developed recreation sites identified in this contract. The Concessionaire shall be responsible for securing, managing, and paying for these utilities that are needed to operate, maintain, and repair the recreation area. The following utilities are available in the area:

1. Electrical: Southern California Edison is the service provider for electricity.
2. Telephone: There are telephone hook-ups available at the entrance station, Administrative Building, and trailer pads. Verizon is the current provider.
3. Propane/Gas: The Concessionaire is responsible for propane costs related to operation, maintenance, and repair. Only those propane tanks immediately necessary at a particular site are allowed. No bulk storage of propane or any gas is allowed.



4. Garbage: The company Waste Management services this area.
5. Sewage Disposal: The Concessionaire is responsible for regular and consistent pumping of all developed site flush and vault toilets and septic systems. Sanitation services to pump vault toilets, holding tanks, and dump stations shall be the responsibility of the Concessionaire for the term of the contract. A sewage vault is considered to need pumping when it reaches  $\frac{3}{4}$  full.

## **XI. CONCESSION PROGRAMS AND POLICIES**

The Concessionaire shall participate in the National Recreation Reservation Service (NRRS) for campground reservations. Discount programs such as the Golden Age, Golden Access, and Golden Eagle Passports sponsored by the Federal Government may be honored by the Concessionaire; however, the cost of these programs as they relate to reduced revenue shall be borne entirely by the Concessionaire.

## **XII. SITE CLOSURES AND RESERVED ADMINISTRATIVE USE**

DWR and the USFS reserve the right to close all or a portion of any area in this contract for repairs, construction, floods, snow, wildlife protection, natural events, extreme fire danger, water or dam operations, or risks to public health and safety. Neither DWR nor the USFS shall be liable to the Concessionaire for lost revenue, operating costs, or any other losses resulting from these closures.

Various facility improvements may occur at Pyramid Lake by DWR or other government agencies. DWR will work with the Concessionaire and make every effort to avoid interruption of public services and concession operations during site construction or reconstruction. However, should these projects be implemented, there could be temporary closures of sites during construction. DWR is not liable for any lost revenue as a result of facility closures during construction or reconstruction of facilities.

## **XIII. EMPLOYEE HOUSING**

No employee housing is available on site. There are two trailer sites at Los Alamos Campground for use and occupation by the Concessionaire or workers. They are not for rent to visitors. The spaces are provided free of charge by DWR to the Concessionaire for use in the management of the PLRA. Concessionaire will pay 100 percent of utility or any other costs for these two sites, except water, which will be provided by DWR.

## **XIV. CAMPING AND DAY USE RECEIPTS, REVENUE, AND VISITOR DATA COLLECTION**

The Concessionaire shall provide to visitors receipts for both day-use and camping that include the following minimum information.

1. Campsite number (if applicable)
2. Total amount paid
3. Date issued and the number of days paid

4. If used, the Golden Age/Access Passport number
5. Number of people in the group
6. Number of vehicles and license plate numbers
7. Zip Code

The Concessionaire shall provide use and revenue data to DWR using DPR Form 54, "Concessionaire's Monthly Report of Operation" (Exhibit A, Attachment 2) or other similar format as may be adopted by DWR for this purpose. Reports shall be completed monthly and annually for Emigrant Landing, Vaquero, and Los Alamos recreation sites. Reports shall be submitted to the DWR Contract Manager. Report information shall include, at a minimum:

1. Total number of units occupied (based on daily counts)
2. Total number of people (based on daily counts)
3. Total number of boats (based on daily counts)
4. Percent occupancy (by month)
5. Fees collected at the site
6. Fees collected for other goods and services
7. Number of Golden Age/Access Passports used
8. Gross sales at store and any other Concessionaire operations
9. Number and gross boat storage receipts
10. Number, type, and gross boat rental receipts (if applicable)
11. Annual fees collected under the NRRS (end-of-year report only)
12. Taxes paid (end-of-year report only)
13. Total gross revenues (end-of-year report only)
14. Total net revenues (end-of-year report only)

#### **XV. CUSTOMER SERVICE COMMENT CARDS**

The Concessionaire shall be required to make a customer service feedback component available to the visitor at each fee-collection station and at the concession store. These cards will be provided to the Concessionaire by DWR.

#### **XVI. PERFORMANCE EVALUATIONS**

As part of its administration of this contract, DWR will conduct periodic inspections of concession facilities, equipment, services, and programs and prepare written performance evaluations based upon its observations. A "Concession Performance Rating" (DPR Form 531) attached hereto as Exhibit A, Attachment 3, or other similar format(s) as may be adopted by DWR, will be utilized for evaluation purposes. An unsatisfactory rating may be cause for suspension or revocation of the contract.

#### **XVII. RECREATION SITE ACCESSIBILITY**

Concessionaire shall be required to operate, maintain, and repair the facilities in a manner that allows public access for all people and in compliance with USFS Outdoor Recreation Accessibility Guidelines manual and the USFS Trail Accessibility Guidelines manual. These manuals are publicly accessible at: <http://www.fs.fed.us/recreation/programs/accessibility/>

## **XVIII. CAMPSITE CAPACITIES, VEHICLE, AND EXTRA VEHICLE RESTRICTIONS**

The basic capacity established for each campsite unit allows for two vehicles per campsite, if they can be safely accommodated at the site. A "vehicle" is defined as any motorized conveyance, including anything that is being towed. For example, a motor home towing a boat trailer is considered one vehicle. Additional vehicles may be allowed on a site, if they are parked completely on the surface area and do not create a safety hazard. If the site does have the capacity for more than two vehicles, an extra vehicle may be allowed at the site.

## **XIX. STAY LIMITS**

Campers at overnight sites will be limited to a 14-day stay during any consecutive 30-day period during the peak recreation season of April 1 through October 31. During the non-peak recreation season of November 1 through March 31, campers may stay up to 90 consecutive days.

No overnight camping will be allowed in day use areas.

## **XX. FACILITIES USE FEES**

The Concessionaire may propose rates for day use, camping, boat launching, and other services provided. Drinking water, toilet facilities, and use of roadways may not be separately charged and are free to anyone who needs to use these services. All rates shall be set for one calendar year. Requests for revisions shall be submitted to DWR by November 30<sup>th</sup> for approval prior to implementation on January 1 of the following year. Changes or modification in rates may be submitted to DWR during the year, but must be accompanied by substantial support to justify the change. The Concessionaire shall recommend reasonable rates or use fees based upon fair market value of the service or product provided as compared to other nearby recreation areas, i.e., Lake Piru, Castaic Lake, and Lake Casitas. Provided such rates are in compliance with any applicable laws or grant provisions to which DWR must adhere, DWR will act reasonably in allowing Concessionaire to set fair market, user driven rates that will allow for reasonable cost recovery and a fair profit margin. All pricing shall be nondiscriminatory. DWR may reject the requested fee change and require the Concessionaire to reevaluate fees if DWR feels that they are not substantiated or that they do not reflect fair market value.

Concessionaire must maintain rates that are consistent with any legal or grant provision(s) pertaining to DWR and the PLRA which currently exist or as may occur during the course of the contract.

Any fee charged for camping at campgrounds shall also include free of charge day use at any day use area on Pyramid Lake for the period of time that the campground fee is valid.

From January 1, 2011 until April 1, 2011, the Concessionaire shall charge according to the existing fee schedule in place on December 31, 2010. The Concessionaire shall recommend a revised fee schedule to DWR for approval no later than February 28, 2011. The new fee schedule shall take effect on April 1, 2011 and remain in effect through December 31, 2011.

**XXI. LAW ENFORCEMENT AND SECURITY**

Currently, the Los Angeles County Sheriff's Department provides law enforcement at Pyramid Lake Recreation Area. The lake surface is patrolled daily by a law enforcement squad that is assigned to the lake. Sheriff response for day use and campground areas is dispatched by the 911 emergency system. Concessionaire shall cooperate with the Los Angeles County Sheriff's Department.

The Concessionaire shall take all reasonable precautions to protect visitors, employees, and property. Concessionaire employees shall be vigilant and immediately report to the Los Angeles County Sheriff any and all criminal activity and violations of law. At a minimum, the Concessionaire shall be expected to inform visitors of the rules and regulations applicable to use and occupancy of the recreation sites. If a visitor does not comply with the rules and regulations, the Concessionaire shall gather as much information as possible on the violator without jeopardizing his/her own safety and immediately contact the nearest appropriate law enforcement authority.

The Concessionaire shall report all criminal activity, vandalism, or destruction of government or personal property to DWR with 24 hours of its discovery by the Concessionaire.

The Concessionaire shall be responsible for ensuring that vehicle parking is not causing resource damage or inconvenience to other visitors. Vehicle parking shall be restricted such that vehicles are parking in designated areas, do not block through traffic, and do not damage vegetation.

If needed to protect facilities and visitors, a security patrol program will be developed and implemented by the Concessionaire.

**XXII. PROTECTION OF HISTORIC PROPERTIES**

Prior to any activity with the potential to affect archaeological or historical properties designated or eligible National Register sites that could be located in the PLRA, the Concessionaire must notify DWR of their intentions and obtain approval prior to any ground disturbance activities (mainly construction).

**XXIII. OPERATING SEASON AND HOURS**

All recreation sites shall be open daily during the peak (April 1 through October 31) and non-peak (November 1 through March 31) season, except that the Vaquero Day Use Area may be closed week days, during the non-peak season. The hours of operation are from dawn to dusk during both peak and non-peak seasons. Variations in this schedule need prior written approval by DWR.

## XXIV. STAFFING AND PERSONNEL

The Concessionaire must meet the requirements of State and federal laws governing employment, wages, worker safety, etc. Applicable laws include, but are not limited to: laws governing equal opportunity, civil rights, fair labor standards, workers' compensation, OSHA regulations, Americans with Disabilities Act, and immigration laws regarding employment of non-citizens.

The Concessionaire shall provide employees in sufficient numbers to achieve the following standard of services:

1. Complete all operations, maintenance, and repairs by dates specified by DWR.
2. Maintain consistent levels of customer service.
3. Conduct personal contacts with users on a regular basis. Public contacts will consist of general information exchange, enforcement of rules and regulations, and ensuring visitor satisfaction.
4. All entrance stations to Emigrant Landing and Vaquero recreation areas shall be staffed with at least one person during the hours of operation during both peak and non-peak seasons. Los Alamos Campground does not need to be staffed at the entrance station, but there must be adequate information and resources to allow payment and campsite selection without personnel in attendance, i.e. an "Iron Ranger". All campsites shall be visited daily by Concessionaire personnel to assure payment of fees and proper site use.
5. All recreation area facilities, including boat-in day use areas, shall be visited at least once daily by Concessionaire personnel.

Where caretakers or hosts are employed, the caretaker/host shall be knowledgeable about and have the ability to answer visitor questions regarding the day use and campground facilities, State and federal regulations which are applicable to campgrounds and for fire prevention, the Concessionaire's rules of occupancy and use, and information about other facilities and recreation opportunities in the area. Hosts and host sites should be easily identifiable and accessible to the public.

Campsites designated for use by caretakers/hosts shall not to be used by others without prior approval from DWR. Placing additional hosts or employees in sites within the campgrounds requires prior approval by DWR.

Concessionaire's employees shall: have the ability to work with a diverse public and provide quality customer service; possess conflict resolution skills; have the ability to perform routine cleaning tasks; possess certification in Basic First Aid, CPR, and Automated Electronic Defibrillator (AED) operation; have ability to provide boat handling, launching, and assistance to the public in boating related incidents. Lifeguards shall, at a minimum, be certified by the American Red Cross or have equivalent certification.

**XXV. SUPERVISION/MANAGEMENT**

The Concessionaire must designate a representative who will serve as the liaison between the Concessionaire and DWR, and have full authority to act on the terms of the contract.

The Concessionaire's representative shall have experience and skill in dealing with the public and providing high quality recreational service. The representative must be able to resolve facility operations, maintenance, or repair needs within 24 hours of discovery or notification of a problem by DWR.

The Concessionaire's representative must have:

1. Decision making authority
2. Ability to organize and manage a diverse work force
3. Knowledge of and experience in accounting principles
4. Conflict resolution skills
5. Ability to purchase supplies/equipment
6. Certification in Basic First Aid, CPR, and AED operation

**XXVI. EMPLOYEE TRAINING**

The Concessionaire shall provide customer service training to all employees prior to the commencement of the operating season. Such training shall include conflict resolution techniques; area specific recreation opportunities; first aid training; area specific emergency procedures and contacts; the Concessionaire's company law enforcement policy; and proper uniform and dress code.

**XXVII. EMPLOYEE CONDUCT**

The Concessionaire is responsible for the conduct of his/her employees. They are expected to comply with all applicable State, federal, and local laws, and to conduct themselves in a professional manner at all times. The Concessionaire will make employees aware that this agreement does not shield them from prosecution if they violate any laws, either while performing their duties or while on their own time. Concessionaire's employees shall not be using or under the influence of intoxicating beverages or narcotic drugs while on duty or representing the Concessionaire. Employees shall not conduct any other business on-site that would be offensive or dangerous.

**XXVIII. UNIFORMS AND VEHICLE IDENTIFICATION**

Concessionaire's employees and workers must be clearly identifiable to the public and governmental agencies while at work. Concessionaire may decide how this will be accomplished but shall include a uniform and/or a name tag identifying them as Concessionaire employees. The Concessionaire may not wear any component of DWR or USFS uniforms (including official volunteer uniform components). They shall maintain this uniform in a clean and presentable manner while performing duties.

At a minimum, Concessionaire vehicles must be clean, quiet, and well maintained. A professional quality sign containing the Concessionaire's name must be displayed on each side of each vehicle used at concession sites. All-terrain vehicles and motorcycles may be used, but not driven off designated roads without DWR approval.

Concessionaire uniforms and vehicle identifications are subject to final approval by DWR.

## **XXIX. CUSTOMER SERVICE MISSION**

The Concessionaire shall respond to customers' needs in a helpful and professional manner, give timely and courteous information and assistance, and do those things necessary to ensure that customers have a safe and enjoyable visit to the PLRA.

As part of a continuing effort to better serve the needs of the customer, DWR may conduct random use counts and surveys in the areas included in this contract, and to converse with visitors on-site regarding the service they are receiving. Such surveys may be used for ongoing monitoring, as well as part of the Concessionaire's Annual Performance Evaluation.

## **XXX. SITE HAZARDS**

The Concessionaire shall take all measures necessary to protect the health and safety of all persons affected by the concession activity. More specifically, the Concessionaire is solely responsible for identifying, correcting, and reporting all safety hazards to the authorized DWR representative. DWR has no duty under the terms of the contract to inspect the area or operations of the Concessionaire for hazardous conditions or compliance with health and safety standards.

As safety hazards are identified, the Concessionaire shall take the following steps:

1. Inform those who are in immediate danger.
2. Take necessary actions to protect the public, at least temporarily.
3. Immediately report the hazard to DWR, even if there is no immediate danger to the public.
4. Immediately report the hazard to any other employee who might be affected.
5. If possible, remove the hazard and document the removal.

The Concessionaire shall close sites and immediately notify DWR of any hazards in the area that the Concessionaire is not able to remedy.

Trees must be kept free of nails, rope, wire, hammocks, unsafe branches, and other hazards that might endanger users or damage the trees. Rocks, logs, sticks, or other similar natural or man-made objects that create a safety hazard or an unsightly condition must be removed from the area daily, to a location approved by DWR. Shade ramadas shall be kept free of nails, rope, wire, and hammocks.

The Concessionaire is responsible for identifying and removing all hazard trees, subject to DWR approval, within the boundaries of the recreation area. All sites and facilities within 200 feet or two (2) tree lengths (whichever is less) of a standing hazardous tree shall be closed until the condition is corrected.

DWR approval is required prior to cutting or pruning of any trees. The Concessionaire will not be responsible for hazard tree removal necessitated by atypical situations, such as a major blow down or a large insect infestation, forest fire, flood, or other natural calamity.

### **XXXI. SIGNS**

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

All signs shall be maintained in a good condition (neat, clean, not faded or torn). Homemade signs or posters are not allowed.

The Concessionaire shall be required to have a sign posted on the entrance board of all sites that includes the name of the Concessionaire. Appropriate entrance station posters for campgrounds include:

1. Schematic of the campground for orientation purposes
2. Self-Service Pay Station (depending on type of fee collection)
3. Fee Area (depending on type of fee collection)
4. Camp Host-Unit Number
5. Concessionaire contact information including phone number and hours of operation
6. Pets on Leash
7. Quiet Hours (10 p.m. to 7 a.m.)
8. Camp Must be Occupied 1<sup>st</sup> Night
9. Camping Site Occupancy Limit
10. Vehicles on Roads and Spurs Only
11. Don't Feed the Animals sign

All signs must be supplied by the Concessionaire.

### **XXXII. MARKETING AND ADVERTISING**

The Concessionaire shall market and promote the Pyramid Lake recreation facilities. At a minimum, the Concessionaire shall advertise in a newspaper of general circulation in the Los Angeles, San Fernando, and/or Santa Clarita area, at least twice a year, an advertisement of at least  $\frac{1}{4}$  of a page describing the Pyramid Lake recreation facilities and features. The Concessionaire shall develop and maintain a computer based and accessible Web page featuring PLRA. In addition, the Concessionaire should form partnerships with local Visitors Bureaus or Chambers of Commerce and RV/Boat Trade Shows to promote Pyramid Lake. The Concessionaire shall accurately represent the accommodations and services provided to the public within the recreation area in all advertisements, signs, brochures, Web sites, and any other materials.

All forms of marketing must contain the following words: "(Concessionaire's company name) is an equal opportunity provider".

DWR and/or the USFS may market or advertise Pyramid Lake independent of what is being done by the Concessionaire.



**XXXIII. FIRE PREVENTION**

The Concessionaire shall be prepared to prevent, suppress, and evacuate personnel and visitors from forest fires. The Concessionaire shall provide to DWR a fire prevention, suppression, and evacuation section in the annual Operations Plan. The fire prevention, suppression, and evacuation section shall address the following items:

1. How the Concessionaire will prevent wildfires and structural fires
2. Reporting procedures and emergency response, should a fire occur
3. Training and experience of employees, relative to fire
4. Methods of prevention, suppression, and evacuation
5. Fire prevention/suppression tools and equipment that will be on-site
6. How all vegetation and vegetative matter will be removed from any established firebreaks

The Concessionaire shall maintain firebreaks around campgrounds, where currently established, by removing fallen limbs and leaf/needle litter prior to the start of fire season as declared by the USFS.

**XXXIV. ROAD AND TRAIL MAINTENANCE**

Within the recreation area, the Concessionaire is responsible for maintaining vehicular and pedestrian access in a safe and passable condition. This responsibility includes, but is not limited to, mowing road shoulders and around parking barriers for visibility. Culverts should be cleaned at the beginning of each season and following large storm events.

Within the recreation area, the Concessionaire is responsible for maintaining all trail surfaces in a safe and passable condition. This responsibility includes, but is not limited to, removal of rocks and debris from the trail surface including steps, maintaining water drainage structures, pruning overhanging brush, and filling in pot holes.

**XXXV. COMMUNICATION SYSTEMS AND EMERGENCY RESPONSE**

The Concessionaire shall have a means of communication (e.g., two-way radios, cellular phones, etc.) between all employees while on duty, DWR, and if necessary, emergency response agencies.

The Concessionaire shall be prepared to respond to any emergencies (medical, law enforcement, facility breakdown, fire, flood, etc.) that might occur in and around the facilities covered under this contract. Concessionaire shall address in the annual Operations Plan its emergency response and communication system

**XXXVI. RESOURCE CONSERVATION**

The Concessionaire shall set a positive example in waste management and environmental awareness that shall lead to resource preservation, by preparing and executing a program to reduce impacts from concession operations. Within 90 days from the start date of this contract, the Concessionaire shall provide to DWR a plan for solid waste management,

including reduction; reuse and recycling; water and energy conservation; pest management; grease removal and disposal; hazardous materials handling and storage; and air quality. Specifically the program must include the following:

- Recycling and Beverage Container Programs
- Water and Energy Conservation

The Concessionaire may retain any proceeds from the sale of recycled materials.

### **XXXVII. HAZARDOUS SUBSTANCES**

The Concessionaire shall not keep, store, or sell any goods, merchandise, or materials that are in any way explosive or hazardous, nor conduct any offensive or dangerous trade, business, or occupation. Nothing in this paragraph shall preclude the Concessionaire from bringing, keeping, or using on or about the recreation area such materials, supplies, equipment, and machinery as is appropriate or customary in carrying on the Concessionaire's business. This would include gasoline, oil, pesticides, or other normally hazardous materials that are necessary for the day-to-day operations of the concession, provided that they are handled in a safe and appropriate manner. The Concessionaire shall comply with all laws and regulations related to the safe storage of hazardous materials and shall not participate in any bulk storage of these materials over and above what would normally be necessary for use at the concession at the recreation area. DWR and USFS employees shall be indemnified and held harmless by the Concessionaire in the event of environmental, criminal, personal, or civil liabilities resulting from the release or improper use of stored hazardous materials.

### **XXXVIII. QUAGGA MUSSEL INSPECTIONS**

If requested by DWR, the Concessionaire shall participate in the planning process to develop a local or regional quagga mussel boat inspection program to further reduce the potential spread of these invasive mussels within California. DWR will initiate meetings with United Water Conservation District, Los Angeles County Parks and Recreation Department, and other local agencies who manage reservoirs in the area to begin discussion and development of a mussel inspection program. The Concessionaire shall participate or cooperate with another entity in these meetings and implement any actions for quagga mussel inspection that may be developed. The Concessionaire may propose fees or cost off-sets to DWR if inspections are mandatory and impact the Concessionaire's investment return.

### **XXXIX. FACILITIES LEASE OFFER**

The Concessionaire lease fee shall be as described in Exhibit B, Attachment 1, Lease Offer. The fee is payable to DWR as outlined in Exhibit B, Payment Provisions. Adjusted gross receipts are total concession revenues minus sales, lodging, and bed taxes. This includes income from all sources of revenue generated at the recreation area; i.e., day use, boat launching, boat rentals, boat storage, store sales, campground use and any other use that generates revenue.

The monthly lease fee is due to DWR no later than the 20th day of the month following the month of payment; i.e., fees for January are due by February 20<sup>th</sup>, etc. The monthly fee shall be submitted with the "Concessionaire's Monthly Report of Operation" (Exhibit A, Attachment 2) or other similar format as may be adopted by DWR for this purpose. At the end of the calendar year, if the total of the monthly lease fees for that year exceed the minimum annual fee, no additional payment is required. If the total of the monthly lease fees is less than the minimum annual fee, the additional payment for the difference between the sum of the monthly fees and the minimum annual fee is due to DWR by February 20 of the following calendar year.

#### **XL. SPECIAL PROVISION FOR ONE-TIME MONTHLY LEASE PAYMENT RELIEF**

The Concessionaire shall bring all PLRA facilities and equipment up to full working order (repair or replace) by April 1, 2011. This shall include all restrooms, hand dryers, plumbing, towel dispensers, toilet paper dispensers, showers, water fountains, fish cleaning stations, trash cans, irrigation systems, water faucets, sprinkler heads, curbs, road barriers, and miscellaneous painting. For this additional workload, DWR agrees to forego the monthly lease payment for January and February 2011. The Concessionaire shall be relieved of and no payment required to DWR from the Concessionaire, regardless of the revenue generated during those months. The minimum annual payment for calendar year 2011 only shall be reduced by \$5,000. Therefore, during 2011 calendar year only, the Concessionaire shall make monthly lease payments for March through December at the monthly percentage rate specified in Exhibit B, Attachment 1, Lease Offer, and the annual minimum gross payment for 2011 only shall be reduced by \$5,000 from the gross annual amount specified in Exhibit B, Attachment 1, Lease Offer.

#### **XLI. TAXES**

- A. By signing this contract, Concessionaire acknowledges that occupancy interest and rights to do business on State property being offered Concessionaire by this agreement may create a possessory interest as that term is defined in Revenue and Taxation Code Section 107.6, which possessory interest may subject Concessionaire to liability for the payment of property taxes levied on such possessory interest.
- B. Concessionaire agrees to pay all lawful taxes, assessments, or charges that at any time may be levied by the State, County, City, or any tax or assessment levying body upon any interest in or created by this contract, or any possessory right that Concessionaire may have in or to the premises covered hereby, or the improvements thereon by reason of Concessionaire's use or occupancy thereof or otherwise, as well as all taxes, assessments, and charges on goods, merchandise, fixtures, appliances, equipment, and property owned by Concessionaire in or about the premises.

#### **XLII. LAKE LEVELS**

Concessionaire enters this contract fully understanding that the lake level at Pyramid Lake will vary substantially. DWR makes no promises or guarantees for minimum lake levels. The lake is DWR's reservoir and is utilized first and foremost for water supply and power generation, as

deemed necessary by DWR in its sole and complete discretion. Concessionaire may make no claim against DWR for economic damages, and DWR shall bear no liability to Concessionaire, due to varying lake levels.

### **XLIII. RECORDS AND REPORTS**

Concessionaire shall keep separate true and accurate books and records showing all of Concessionaire's business transactions under this contract in a manner that conforms to industry standards and practices and in a manner acceptable to DWR. Concessionaire shall keep all records for a period of at least four years after final payment is made under the contract.

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

In accordance with Public Resources Code Section 5080.18(c), DWR shall have the right through its representative and at all reasonable times to conduct such audits as it deems necessary and to examine and copy Concessionaire's books and records including all tax records and returns. Concessionaire hereby agrees to make all such records, books, and tax returns available to DWR upon DWR's request therefore. Concessionaire further agrees to allow interviews of any employees who might reasonably have information related to such records.

Concessionaire shall submit to DWR, no later than May 1st of each year during the term of this contract, a verified profit and loss statement for the previous calendar year. Such statement shall be submitted on "Concessionaire's Financial Statement", attached hereto as Exhibit A, Attachment 4, or in a format previously approved by the State, and shall contain an appropriate certification that all gross receipts during the yearly accounting period covered by said statement shall have been duly and properly reported to the State. Within forty-five (45) days of the expiration or termination of this contract, Concessionaire shall submit to the State a profit and loss statement for the period of operation not previously reported prepared in the manner stated above.

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

**XLIV. ALCOHOLIC BEVERAGES**

Concessionaire may sell beer and wine in the store for off-premises consumption only. No other alcoholic beverages shall be sold. A competent adult person twenty-one (21) years of age or over shall be on the premises at all times to supervise the sale of alcoholic beverages. Further, the sale of alcoholic beverages shall be subject to the regulations established by the Department of Alcoholic Beverage Control.

**XLV. PHOTOGRAPHY AND MOTION PICTURES**

DWR may grant permits to persons or corporations engaged in the production of still and motion pictures and related activities for the use of the Premises for such purposes when such permission shall not interfere with the primary business of Concessionaire. Such permits shall not be deemed to be a competitive activity with regard to Concessionaire's rights to possession and operation under this contract. The Concessionaire may charge reasonable fees, based on fair market value, for the use of recreation facilities for commercial photography and/or motion picture production with prior written notification to and approval by DWR.

**XLVI. SPECIAL EVENTS**

DWR or the Concessionaire (with prior DWR approval) may grant use of facilities for special events, provided that they do not significantly impact primary recreation activities, especially during the peak recreation season. The Concessionaire may charge reasonable fees, based on fair market value, for the use of recreation facilities for special events with prior written notification to and approval by DWR.

**XLVII. INTELLECTUAL PROPERTY RIGHTS**

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

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

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

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

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

#### **XLVIII. DEFAULT BY CONCESSIONAIRE**

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

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

twenty (20) day period, Concessionaire shall not be deemed to be in default if it is determined at the sole discretion of DWR that Concessionaire has commenced such cure within the twenty (20) day period and thereafter continues to diligently prosecute such cure to completion to the satisfaction of DWR.

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

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

## **XLIX. DWR'S REMEDIES**

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

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

- B. Right of Entry as Agent (Maintain Contract in Effect): In any case in which provision is made herein for the termination of this contract by DWR or in the case of abandonment or vacating of the Premises by Concessionaire, DWR, in lieu of declaring a forfeiture, may enter upon the Premises. To such end, Concessionaire hereby irrevocably appoints DWR as Concessionaire's agent to remove any and all persons or property on the Premises and place any such property in storage for the account of and at the expense of Concessionaire and to enter into such other contracts for operation of the Premises as DWR, in its sole discretion, may deem appropriate. Until the Premises are re-let and/or assigned, if at all, Concessionaire shall pay to DWR all amounts required to be paid by Concessionaire hereunder. Further, if a sufficient sum shall not be realized through efforts to re-let, after paying expenses of such reentry and contracting, to satisfy the rent and other sums herein agreed to be paid by Concessionaire, such shortage of rent and expenses shall be paid by Concessionaire. Concessionaire agrees to save DWR harmless from any loss or damage or claim arising out of the action of DWR in accordance with this paragraph. Notwithstanding that DWR fails to elect to terminate this contract initially, DWR, at any time while any default of Concessionaire has not been cured, may elect to terminate.
- C. Continued Performance: At DWR's option, Concessionaire shall continue with its responsibilities under this contract during any dispute.
- D. Termination of Concessionaire's Right to Possession: DWR may terminate Concessionaire's right to possession of the Premises at any time. However, no act by DWR, other than giving specific notice of termination to Concessionaire, shall terminate this contract. Acts of maintenance, efforts to re-let and/or assign rights to possession of the Premises, or the appointment of a receiver on DWR's initiative to protect DWR's interest under this contract shall not constitute a termination of Concessionaire's right to possession. On termination, DWR has the right to recover from Concessionaire: the worth, at the time of the award, of the unpaid rent or fees that had been earned at the time of termination of Concessionaire's possession; the worth, at the time of the award, of the amount by which the unpaid rent or fees that would have been earned after the date of termination of Concessionaire's possession until the time of the award exceeds the amount of loss of rent or fees that Concessionaire proves could have reasonably been avoided; the worth, at the time of the award, of the amount by which the unpaid rent or fees for the balance of the term after the time of the award exceeds the amount of the loss of rent or fees that Concessionaire proves could have been reasonably avoided; and any other amount necessary to compensate DWR for all the detriment proximately caused by Concessionaire's failure to perform its obligations under this contract, which, without limiting the generality of the foregoing, includes any cost and expenses incurred by DWR in recovering possession of the Premises, in maintaining or preserving the Premises after such default, in preparing the Premises for a new Concessionaire, in making any repairs or alterations to the Premises necessary for a new Concessionaire, in making any repairs or alterations to the Premises, and costs of clearing DWR's title of any interest of Concessionaire, commissions, attorneys' fees, architects' fees, and any other costs necessary or appropriate to make the Premises operational by a new Concessionaire. "The worth, at the time of the award," as used herein above shall be computed by allowing interest at the lesser of a rate of ten percent (10%) per annum or the maximum legal rate.



- E. Assignment at DWR's Direction: In the event of a default by Concessionaire, when cure is not received and acknowledged by DWR after having provided notice of the breach as provided herein above, Concessionaire shall, in addition to the damages provided for herein, be obligated to assign all rights to occupy, possess, and operate on and in the Premises to DWR's designee within thirty (30) days of receipt of written demand by DWR. Concessionaire shall further remove itself and its personal property from the Premises within the same time frame. Concessionaire agrees to execute all documents necessary to effectuate and implement this provision. Upon such assignment, all rights of Concessionaire under the contract shall transfer to the assignee.

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

- F. Receiver: If Concessionaire is in default of this contract, DWR shall have the right to have a receiver appointed to collect rent and conduct Concessionaire's business or to avail itself of any other pre-judgment remedy. Neither the filing of a petition for the appointment of a receiver nor the appointment itself shall constitute an election by DWR to terminate this contract.
- G. Right to Cure Concessionaire's Default: At any time after Concessionaire commits a default, DWR can cure the default at Concessionaire's cost. If DWR, at any time by reason of Concessionaire's default, pays any sum or does any act that requires the payment of any sum, the sum paid by DWR shall be due immediately from Concessionaire to DWR, and if paid at a later date shall bear interest at the rate of ten percent (10%) per annum from the date the sum is paid by DWR until DWR is reimbursed by Concessionaire. Any such sum shall be due as additional rent.
- H. Personal Property of Concessionaire: In the event any personal property or trade fixtures of Concessionaire remain at the Premises after DWR has regained possession or after an assignment is accomplished, that property or those fixtures shall be dealt with in accordance with the provisions for Surrender of the Premises provided below.
- 1) DWR's Obligations After Default: DWR shall be under no obligation to observe or perform any covenant of this contract on its part to be observed or performed that accrues after the date of any default by Concessionaire. Such nonperformance by DWR shall not constitute a termination of Concessionaire's right to possession nor a constructive eviction.
  - 2) No Right of Redemption: Concessionaire hereby waives its rights under California Code of Civil Procedure Sections 1174 and 1179 or any present or future law that allows Concessionaire any right of redemption or relief from forfeiture in the event DWR takes possession of the Premises by reason of any default by Concessionaire.

- 3) Other Relief: All monetary obligations of the Concessionaire of any kind shall be considered rent. DWR shall have such rights and remedies for failure to pay such monetary obligations as DWR would have if Concessionaire failed to pay rent due. The remedies provided in this contract are in addition to any other remedies available to DWR at law, in equity, by statute, or otherwise.
- 4) No Buy-out: In accordance with Public Resources Code Section 5080.18 (h), where the contract has been terminated due to a breach on the part of the Concessionaire under any terms of this contract, DWR shall not be obligated to purchase any improvements made by Concessionaire or to pay the Concessionaire for said improvements before or after taking possession of the Premises.

## L. SURRENDER OF THE PREMISES

- A. Surrender: On expiration or within thirty (30) days after earlier termination of the contract, Concessionaire shall surrender the Premises to State with all fixtures, improvements, and alterations in good condition, except for fixtures, improvements, and alterations that Concessionaire is obligated to remove. Concessionaire shall remove all of its personal property and shall perform all restoration required by the terms of this contract within the above stated time unless otherwise agreed to in writing.
  - 1) Personal Property. All of Concessionaire's personal property remaining on the Premises beyond the termination date of the contract, shall be dealt with in accordance with California Code of Civil Procedure Section 1174 and California Civil Code Sections 1980, or such other laws as may be enacted regarding the disposition of Concessionaire's property remaining at the Premises. Concessionaire waives all claims against State for any damage to Concessionaire resulting from State's retention or disposition of Concessionaire's personal property. Concessionaire shall be liable to State for State's costs in storing, removing, and disposing of Concessionaire's personal property or trade fixtures.
  - 2) Failure to Surrender. If Concessionaire fails to surrender the Premises to State on the expiration, assignment, or within thirty (30) days after earlier termination of the term as required by this Section, Concessionaire shall hold State harmless for all damages resulting from Concessionaire's failure to surrender the Premises.

## LI. BONDS

1. All bonds required under this contract must be in a form satisfactory to DWR, issued by a corporate surety licensed to transact surety business in the State of California.
2. Performance Bond – Concessionaire, at Concessionaire's own cost and expense, agrees to obtain and deliver to DWR, prior to the commencement date of this contract and prior to entering the Premises, and shall maintain in force throughout the term of this contract, a valid Performance Bond (which may be renewed annually) in the sum of \$30,000, payable to DWR. This bond shall insure faithful performance by Concessionaire of all the covenants, terms, and conditions of this contract inclusive of, but not restricted to, the payment of all rentals, fees, and charges and prompt performance of and/or payment for all maintenance obligations. In lieu of a bond, the Concessionaire may substitute another

financial instrument (such as an Irrevocable Standby Letter of Credit), which must be sufficiently secure and acceptable to DWR. At least thirty (30) days prior to the expiration or termination of said bond or acceptable financial instrument, a signed endorsement or certificate showing that said bond or financial instrument has been renewed or extended shall be filed with DWR. Within 15 days of DWR's request, Concessionaire shall furnish DWR with a signed and complete copy of the valid bond or financial instrument.

3. Construction Performance Bond – Prior to the commencement of construction required hereunder, Concessionaire shall furnish DWR with a bond, listing Concessionaire's contractor(s) as principals, in a sum not less than one hundred percent (100%) of the total cost of the construction. The bond shall guarantee faithful performance of the construction by Concessionaire.
4. Concessionaire acknowledges that allowing the Performance Bond or other security instrument(s) to expire or otherwise terminate and/or allowing the total secured amount to fall below the security required herein, will cause DWR to incur costs and significant risks not contemplated by this contract, the exact amount of which will be difficult to ascertain. These costs include, but are not limited to, administrative costs and other expenses necessary to ensure continued performance of services for the public and protection of the Premises. Accordingly, if Concessionaire allows the Performance Bond or other security instrument to expire or otherwise terminate and/or allows the total secured amount to fall below the security required pursuant to this contract, Concessionaire shall pay to DWR an amount equal to five percent (5%) of the required security or five thousand dollars (\$5,000), whichever is greater. The parties agree that this charge represents a fair and reasonable estimate of the costs DWR will incur. Acceptance of this charge by DWR shall not constitute a waiver of Concessionaire's default, nor prevent DWR from exercising the other rights and remedies available to it under this contract or applicable law, including the right to terminate this contract and seek the payment of damages.

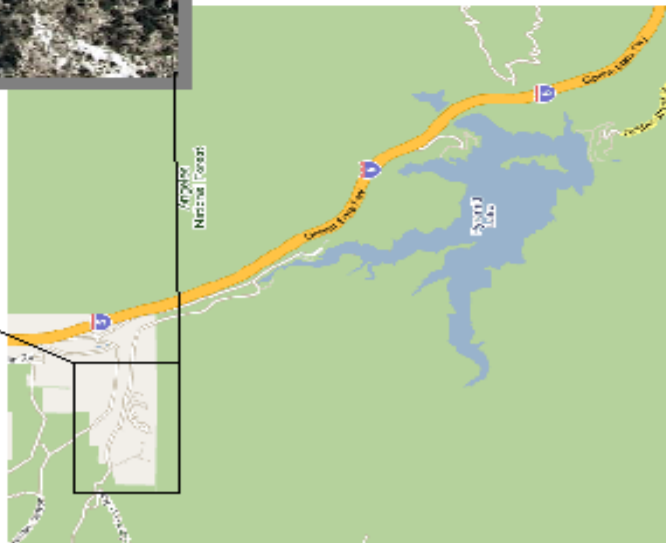
## **LII. CHANGED CIRCUMSTANCES**

It is possible that, during the period of this contract, circumstances will change in a manner that are unknown at the start of the contract but could impact recreation facilities operation and management, such as new recreation sites being developed, prolonged facilities closure due to forest fire, water operations needs, or acts of god. The prolonged events could impact the Concessionaire's ability to provide the services required by this contract. In this event, DWR and the Concessionaire will work cooperatively to resolve the issues in a manner that minimizes impacts to both the Concessionaire and DWR.

### AREA MAPS



RFP No. 10046920  
Exhibit A, Attachment 1  
Page 2 of 3



Los Alamos Campground

Pyramid Lake  
Recreation Areas



\* Meeting location for mandatory pre-bid meeting.

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

FOR DEPARTMENT COMPLETION	
DISTRICT NO.	PARK UNIT NO.
ROC DOCUMENT NO.	

**CONCESSIONAIRE'S MONTHLY REPORT OF OPERATION**  
FOR THE MONTH OF \_\_\_\_\_, YEAR \_\_\_\_\_

*(Instructions on reverse.)*

NAME OF CONCESSION	
ADDRESS	CITY/STATE/ZIP CODE
DISTRICT	PARK UNIT

TYPE OF RECEIPT	GROSS RECEIPTS	NUMBER OF UNITS <i>(WHERE APPLICABLE)</i>	CUMULATIVE GROSS TO DATE <i>(CONTRACT YEAR)</i>	PERCENT RATE OR AMOUNT PER UNIT DUE STATE	AMOUNT DUE TO STATE
FOOD & NONALCOHOLIC BEVERAGES					
ALCOHOLIC BEVERAGES					
MERCHANDISE					
EQUIPMENT RENTALS					
PAY SHOWERS					
VENDING MACHINES <i>(SEE REVERSE)</i>					
<b>SUBTOTALS</b>					
<b>ADJUSTMENTS</b> <i>(EXPLAIN REASON ON REVERSE)</i>					
<b>***TOTAL DUE***</b> <i>(EXPLAIN REASON ON REVERSE)</i>					

MAINTENANCE FEES <i>(COMPLETE THIS SECTION IF APPLICABLE)</i>	
THIS MONTH'S MAINTENANCE FEE ALLOCATION _____ % x Monthly Gross Revenue = \$	CUMULATIVE MAINTENANCE FEE ALLOCATION YEAR TO DATE _____ % x Cumulative Gross Revenue = \$
AMOUNT SPENT ON ELIGIBLE MAINTENANCE THIS MONTH \$	CUMULATIVE AMOUNT EXPENDED ON ELIGIBLE MAINTENANCE YEAR TO DATE \$

<b>SEASONAL CONCESSIONS</b> <i>(COMPLETE THIS SECTION IF APPLICABLE)</i>	EXACT DATE YOU CEASED OPERATIONS	DATE YOU EXPECT TO RESUME OPERATIONS
---	----------------------------------	--------------------------------------

DECLARATION		
<i>I declare under penalty of perjury that the information on this form is accurate and complete to the best of my knowledge.</i>		
CONCESSIONAIRE'S SIGNATURE	PRINTED NAME	DATE
TITLE/POSITION	PHONE NO. ( )	

**DPR 54 COMPLETION INSTRUCTIONS**

1. Provide the month and year of operation for which this report is being prepared.
2. Provide full name of the concession and the name and address of the concessionaire, including city, state and zip code.
3. Include all revenue for the month for each appropriate category. For "Vending Machine" revenue, please include the following sources:
  - Ice machines
  - Newspaper vending machines
  - Map and brochure vending machines
  - Grab boxes
  - Firewood dispensers
  - Air compressors
  - Washing machines and dryersDo not include the following sources as "Vending Machine" revenue:
  - Park UR Self machines
  - Pay showers
  - Iron rangers
4. Types of revenue that might be recorded on a "per unit" basis include:
  - Petroleum products (per gallon)
  - Group tours (per adult or children's ticket)
5. Complete the "Maintenance Fees" and "Seasonal Concessions" sections of the form if your concession contract requires a maintenance fee allocation and/or if your concession operates on a seasonal basis.
6. Sign and date the form and provide the preparer's title and telephone number.
7. Submit Original to: District Office  
Copy to: Department of Parks and Recreation  
Concessions, Reservations and Fees Division  
P.O. Box 942896  
Sacramento, CA 94296-0001

COMMENTS/EXPLANATIONS:

DPR 54 (Back)



### CONCESSION PERFORMANCE RATING

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

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

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

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

**CONCESSIONAIRE FINANCIAL STATEMENT**

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

**A. CASH FLOW STATEMENT**

**GROSS SALES/RECEIPTS**

			\$ _____
Less Returned Sales and Allowances	\$		
Less Sales Taxes			
Net Sales for Period			\$ _____
Cost of Goods Sold:			
Inventory at Beginning of Period	\$		
Add Purchases During Period			
Merchandise Available for Sale			
Less Inventory at Close of Period			
Less Cost of Goods Sold			\$ _____
		<b>GROSS PROFIT</b>	<b>\$ _____</b>

**LESS EXPENSES**

Salaries & Wages <i>(do not include Concessionaire salaries,</i>	\$		
Rent to State			
Insurance			
Materials & Supplies			
Maintenance & Repairs			
Utilities <i>(including telephone)</i>			
Advertising			
Taxes & Licenses <i>(other than income &amp; sales)</i>			
Legal & Accounting			
Travel & Transportation			
Interest			
Security			
Administrative Overhead			
Depreciation <i>(equipment)</i>			
Amortization <i>(improvements)</i>			
Other: _____			
Other: _____			
Other: _____			
Other: _____			
		<b>TOTAL EXPENSES</b>	<b>\$ _____</b>
		<b>NET PROFIT FROM OPERATIONS</b>	<b>\$ _____</b>
		<i>(before income taxes)</i>	



**CONCESSIONAIRE FINANCIAL STATEMENT**

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

**C. BALANCE SHEET**

**ASSETS**

**CURRENT ASSETS**

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

**TOTAL CURRENT ASSETS**      \$ \_\_\_\_\_

**NONCURRENT ASSETS**

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

**TOTAL NONCURRENT ASSETS**      \$ \_\_\_\_\_

**TOTAL ASSETS**      \$ \_\_\_\_\_

**LIABILITIES**

**CURRENT LIABILITIES**

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

**TOTAL CURRENT LIABILITIES**      \$ \_\_\_\_\_

**OTHER LIABILITIES**

Other: _____	\$ _____
Other: _____	_____

**TOTAL OTHER LIABILITIES**      \$ \_\_\_\_\_

**TOTAL LIABILITIES**      \$ \_\_\_\_\_

**CAPTIAL**

**OWNER'S EQUITY**

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

**TOTAL CAPITAL**      \$ \_\_\_\_\_

**TOTAL LIABILITIES AND CAPITAL**      \$ \_\_\_\_\_

**CONCESSIONAIRE FINANCIAL STATEMENT**

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

**D. STATEMENT OF MONTHLY GROSS SALES/RECEIPTS**

Jan 20 \_\_\_ \$ \_\_\_\_\_ April 20 \_\_\_ \$ \_\_\_\_\_ July 20 \_\_\_ \$ \_\_\_\_\_ Oct 20 \_\_\_ \$ \_\_\_\_\_  
 Feb 20 \_\_\_ \$ \_\_\_\_\_ May 20 \_\_\_ \$ \_\_\_\_\_ Aug 20 \_\_\_ \$ \_\_\_\_\_ Nov 20 \_\_\_ \$ \_\_\_\_\_  
 Mar 20 \_\_\_ \$ \_\_\_\_\_ June 20 \_\_\_ \$ \_\_\_\_\_ Sept 20 \_\_\_ \$ \_\_\_\_\_ Dec 20 \_\_\_ \$ \_\_\_\_\_

**TOTAL MONTHLY GROSS SALES/RECEIPTS \$ \_\_\_\_\_**

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

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

AUTHORIZED SIGNATURE

DATE



PRINTED NAME OF PREPARER

**EXHIBIT B****PAYMENT PROVISIONS**

1. The Concessionaire lease fee shall be as described in Exhibit B, Attachment 1, Lease Offer. Adjusted gross receipts are total concession revenues minus sales, lodging, and bed taxes. This includes income from all sources of revenue generated at the recreation area; i.e., day use, boat launching, boat rentals, boat storage, store sales, campground use, and any other activity that generates revenue.
2. The monthly lease fee is due to DWR no later than the 20th day of the month following the month of payment; i.e., fees for January are due by February 20<sup>th</sup>, etc. The monthly fee shall be submitted with the "Concessionaire's Monthly Report of Operation" (Exhibit A, Attachment 2) or other similar format as may be adopted by DWR for this purpose.
3. The annual minimum lease fee (if necessary) is due to DWR by February 20th for the preceding calendar year.
4. Payments shall be made payable to the Department of Water Resources and submitted, bearing the contract number, to DWR at the following address:

Department of Water Resources  
Cashiering Unit, Room 849  
P. O. Box 942836  
Sacramento, California 94236-0001
5. For calendar year 2011 **only**, DWR agrees to forego the monthly lease payment for January and February 2011. The Concessionaire shall be relieved of, and no payment required to DWR from the Concessionaire, regardless of the revenue generated during January and February 2011. In addition, the minimum annual payment for calendar year 2011 **only**, shall be reduced by \$5,000.

## EXHIBIT C

### GENERAL TERMS AND CONDITIONS

#### **THIS IS A PLACEHOLDER PAGE.**

The language found at the DGS Internet site will become part of the Agreement. All language found under the “Exhibit C – General Terms and Conditions” header at the DGS Internet site is hereby referenced and incorporated into this Agreement.

**NOTE: Under the standardized contract process “Exhibit C” is not included as a paper copy in the standard agreement package. As indicated on the STD. 213 face sheet, a copy of “Exhibit C” can be found at Internet site:**

**<http://www.ols.dgs.ca.gov/Standard+Language>**

**NOTE:** If you do not have Internet capabilities, you may request a hard copy of “Exhibit C” by contacting the person listed below.

**Program Contract Coordinator:**

James Gleim  
(916) 653-5951



**EXHIBIT D – Special Terms and Conditions for  
Department of Water Resources  
(Over \$5,000 Standard Payable)**

1. **EXCISE TAX:** The State of California is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on employees' wages.
2. **RESOLUTION OF DISPUTES:** In the event of a dispute, Contractor shall file a "Notice of Dispute" with the Director or the Director's Designee within ten (10) days of discovery of the problem. The State and Contractor shall then attempt to negotiate a resolution of such claim and, if appropriate, process an amendment to implement the terms of any such resolution. If the State and Contractor are unable to resolve the dispute, the decision of the Director or the Director's Designee shall be final, unless appealed to a court of competent jurisdiction.

In the event of a dispute, the language contained within this agreement shall prevail over any other language including that of the bid proposal.

3. **PAYMENT RETENTION CLAUSE:** Ten percent of any progress payments that may be provided for under this contract shall be withheld per Public Contract Code Section 10346 pending satisfactory completion of all services under the contract.
4. **AGENCY LIABILITY:** The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
5. **POTENTIAL SUBCONTRACTORS:** Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or enforce the payment of any moneys to any subcontractor.
6. **SUBCONTRACTING:** The Contractor is responsible for any work it subcontracts. Subcontracts must include all applicable terms and conditions of this Agreement. Any subcontractors, outside associates, or consultants required by the Contractor in connection with the services covered by this Agreement shall be limited to such individuals or firms as were specifically identified in the bid or agreed to during negotiations for this Agreement, or as are specifically authorized by the Contract Manager during the performance of this Agreement. Any substitutions in, or additions to, such subcontractors, associates or consultants shall be subject to the prior written approval of the Contract Manager. Contractor warrants, represents and agrees that it and its subcontractors, employees and representatives shall at all times comply with all applicable laws, codes, rules and regulations in the performance of this Agreement. Should State determine that the work performed by a subcontractor is substantially unsatisfactory and is not in substantial accordance with the contract terms and conditions, or that the subcontractor is substantially delaying or disrupting the process of work, State may request substitution of the subcontractor.

7. RENEWAL OF CCC: Contractor shall renew the Contractor Certification Clauses or successor documents every three (3) years or as changes occur, whichever occurs sooner.
8. REPORT OF RECYCLED CONTENT CERTIFICATION: In accordance with Public Contract Code Sections 12200, 12205, 12209, and 12156(e), the contractor must complete and return the form DWR 9557, Recycled Content Certification, for each required product to the Department at the conclusion of services specified in this contract. Form DWR 9557 is attached to this Exhibit and made part of this contract by this reference.
9. TERMINATION CLAUSE: The State may terminate this contract without cause upon 30 days advance written notice. The Contractor shall be reimbursed for all reasonable expenses incurred up to the date of termination.
10. COMPUTER SOFTWARE: For contracts in which software usage is an essential element of performance under this Agreement, the Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.
11. PRIORITY HIRING CONSIDERATIONS: For contracts, other than consulting services contracts, in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the contract to qualified recipients of aid under Welfare and Institutions Code Section 11200. (Public Contract Code Section 10353).
12. EQUIPMENT RENTAL AGREEMENTS: This provision shall apply to equipment rental agreements. The State shall not be responsible for loss or damage to the rented equipment arising from causes beyond the control of the State. The State's responsibility for repairs and liability for damage or loss to such equipment is restricted to that made necessary or resulting from the negligent act or omission of the State or its officers, employees, or agents.
13. CONFLICT OF INTEREST:
  - a. Current and Former State Employees: Contractor should be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.
    - (1) Current State Employees: (PCC §10410)
      - (a) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
      - (b) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.
    - (2) Former State Employees: (PCC §10411)
      - (a) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

- (b) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

b. Penalty for Violation:

- (a) If the Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC §10420)

c. Members of Boards and Commissions:

- (a) Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC §10430 (e))

d. Representational Conflicts of Interest:

The Contractor must disclose to the DWR Program Manager any activities by contractor or subcontractor personnel involving representation of parties, or provision of consultation services to parties, who are adversarial to DWR. DWR may immediately terminate this contract if the contractor fails to disclose the information required by this section. DWR may immediately terminate this contract if any conflicts of interest cannot be reconciled with the performance of services under this contract.

e. Financial Interest in Contracts:

Contractor should also be aware of the following provisions of Government Code §1090:

“Members of the Legislature, state, county district, judicial district, and city officers or employees shall not be financially interested in any contract made by them in their official capacity, or by any body or board of which they are members. Nor shall state, county, district, judicial district, and city officers or employees be purchasers at any sale or vendors at any purchase made by them in their official capacity.”

f. Prohibition for Consulting Services Contracts:

For consulting services contracts (see PCC §10335.5), the Contractor and any subcontractors (except for subcontractors who provide services amounting to 10 percent or less of the contract price) may not submit a bid/SOQ, or be awarded a contract, for the provision of services, procurement of goods or supplies or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of such a consulting services contract (see PCC §10365.5).



1. Postconsumer material comes from products that were bought by consumers, used, then recycled. For example: a newspaper that has been purchased and read, next recycled, and then used to make another product would be postconsumer material.

If the product does not fit into any of the product categories, enter "N/A". Common N/A products include wood products, natural textiles, aggregate, concrete, electronics such as computers, TV, software on a disk or CD, telephone.

2. Product category refers to one of the product categories listed below, into which the reportable purchase falls. For products made from multiple materials, choose the category that comprises most of the product by weight, or volume.

**Note: For reuse or refurbished products, there are no minimum content requirements.**

For additional information visit [www.ciwmb.ca.gov/BuyRecycled/](http://www.ciwmb.ca.gov/BuyRecycled/)

Description Product Categories	Minimum Content Requirement
Paper Products – Recycled	30 percent postconsumer fiber, by fiber weight
Printing and Writing – Recycled	30 percent postconsumer fiber, by fiber weight
Compost, Co-compost, and Mulch – Recycled	80 percent recovered materials i.e., material that would otherwise be normally disposed of in a landfill
Glass – Recycled	10 percent postconsumer, by weight
Re-refined Lubricating Oil – Recycled	70 percent re-refined base oil
Plastic – Recycled	10 percent postconsumer, by weight
Printer or duplication cartridges	a. Have 10 percent postconsumer material, or b. Are purchased as remanufactured, or c. Are backed by a vendor-offered program that will take back the printer cartridges after their useful life and ensure that the cartridges are recycled and comply with the definition of recycled as set forth in Section 12156 of the Public Contract Code.
Paint – Recycled	50 percent postconsumer paint (exceptions when 50 percent postconsumer content is not available or is restricted by a local air quality management district, then 10 percent postconsumer content may be substituted)
Antifreeze – Recycled	70 percent postconsumer material
Retreated Tires – Recycled	Use existing casing that has undergone retreading or recapping process in accordance with Public Resource Code (commencing with section 42400).
Tire – Derived – Recycled	50 percent post consumer tires
Metals – Recycled	10 percent postconsumer, by weight

## **EXHIBIT E**

### **ADDITIONAL PROVISIONS**

1. **EVALUATION OF CONTRACTOR:** Performance of the Concessionaire under this Agreement may be evaluated. At the conclusion of the contract, an evaluation may be prepared on Contract/Contractor Evaluation Sheet, STD. 4 and forwarded to the Contract Services Office to be filed. Any negative evaluation may hinder Contractor's eligibility to enter into future agreements with DWR.
  
2. **CERTIFICATE OF INSURANCE**

The Concessionaire shall furnish to the State a certificate of insurance stating that there is commercial general liability insurance presently in effect for the Concessionaire of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. The Concessionaire shall provide required proof of insurance within 10 days of award.

  - a. **Automobile Liability** – Concessionaire shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles.
  
  - b. **Workers Compensation and Employers Liability** – Concessionaire shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. Employer's liability limits of \$1,000,000 are required.
  
  - c. **Environmental/Pollution Liability** – Concessionaire shall maintain Pollution Liability for limits not less than \$1,000,000 per claim covering the Concessionaire's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred arising out of the work or services to be performed under this contract. Coverage shall be provided for both work performed on site as well as proper disposal of hazardous materials. Should the scope of the Contract involve transportation of hazardous materials, evidence of an MCS-90 endorsement is required.
  
  - e. **Liquor Liability:** If alcoholic beverages are sold and/or served, the Concessionaire shall provide proof of a Liquor Liability Policy. The limit of liability shall be \$1,000,000 per occurrence. The policy shall include the State of California, its officers, agents, employees and servants as Additional Insured.
  
  - f. **Care, Custody and/or Control** – Concessionaire must show evidence of and shall maintain coverage for any damage sustained to vessels while in the care, custody and/or control of the Concessionaire. Coverage shall be written for a minimum \$125,000 for any one vessel and a minimum of \$250,000 for all vessels damaged in a single loss at each location the Concessionaire operates.
  
  - g. **Watercraft Liability (Protection and Indemnity)** – Concessionaire shall maintain limits of liability not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a watercraft accident including owned, hired, and non-owned watercraft.
  
  - h. **Fire Insurance:** Concessionaire shall maintain fire insurance with extended coverage endorsements thereon on all improvements located on the Premises, whether furnished by State or constructed upon the Premises by Concessionaire, in an amount equal to the full replacement cost and/or value thereof. This policy shall contain a replacement cost endorsement naming the Concessionaire as the insured provided that if there is a lender on the

security of the improvements so insured, the proceeds of any such policy or policies may be made payable to such lender.

- j. Protection and Indemnity Marine Liability: Maintenance or use of any and all boats on the Premises, whether owned, hired, or non-owned, shall be insured with extended coverage endorsements in the amount of two million dollars (\$2,000,000) per event.
- k. Marina Operators' Legal Liability: To cover the Concessionaire with extended coverage endorsements for all sums the insured is legally required to pay as a result of physical damage to or loss of vessels in the Concessionaire's care, custody, and control on the Premises. Minimum coverage shall be two hundred fifty thousand dollars (\$250,000) per vessel and one million dollars (\$1,000,000) per occurrence.
- l. Business Interruption Insurance: Guarantees State's rental revenue stream during any period of non-operation or any period of curtailed operation due to natural acts that result in a temporary closure of all concession facilities. Policy shall guarantee such compensation for a minimum period of one (1) year.
- m. Property Insurance: Concessionaire shall provide property coverage for damage caused by fire, vandalism, or natural disaster with limits based on the estimated replacement value of facilities occupied by Concessionaire.
- n. Rental Insurance Coverage/Waiver Release Form: Concessionaire shall offer boat and personal watercraft rental customers the option of an insurance policy that covers damage or loss of rental equipment when used in compliance with the terms and conditions set forth in the boat/personal watercraft rental agreement.

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

The certificates of insurance must include the following provisions:

- i. The insurer will not cancel the insured's coverage without 30 days' prior written notice to the State.
- ii. The State of California, its officers, agents, employees, and servants are included as additional insured, but only with respect to work performed for the State of California under this contract.
- iii. Agreement number.

The State of California will not be responsible for any premiums or assessment on the policy.

The Concessionaire agrees that the bodily injury liability insurance herein provided for shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the time of this Agreement, the Concessionaire agrees to provide at least 30 days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement, or for a period of not less than one year. New certificates of insurance are subject to the approval of the Department of General Services and the Concessionaire agrees that no work or services shall be performed prior to the giving of such approval. In the event the Concessionaire fails to keep insurance coverage in effect at all times as herein provided, in addition to any other remedies it may have, State may terminate this Agreement upon the occurrence of such event.

In the case of Concessionaire's utilization of subcontractors to complete the contracted scope of work, contractor shall include all subcontractors as insured's under Concessionaire's insurance or supply evidence of insurance to the State equal to policies, coverages, and limits required of Concessionaire.

Insurance certificates must have an original signature.

Subsequent renewals of the insurance certificate shall be sent to Bryan Carter, Southern Field Division, Department of Water Resources, P. O. Box 117, Pearblossom, CA 93553. This name and address shall appear on the certificate as the certificate holder.

3. **FORCED, CONVICT, AND INDENTURED LABOR CLAUSE**: No foreign-made equipment, materials, or supplies furnished to the state pursuant to this contract may be produced in whole or in part by forced labor, convict labor, or indentured labor, or abusive forms of child labor or exploitation of children in sweatshop labor. By submitting a bid to the State or accepting a purchase order, the Concessionaire agrees to comply with this provision of the contract.
4. **PUBLIC WORKS AGREEMENTS**: Concessionaire shall comply with the language stated in the Standard Clauses for Public Works, DWR 4197, Attachment 1, and the Standard California Nondiscrimination Construction Contract Specifications, Std. 18, Attachment 2. Concessionaire must use prevailing wage rates for the Apprentice Electrician, Journeyman Electrician, Laborer, and any other classifications used in the performance of the work specified in the Scope of Work. Concessionaire can access these rates on the internet at <http://www.dir.ca.gov> or by calling the California Department of Industrial Relations at (415) 703-4774 in San Francisco for paper copies of the rates.
5. **PREVAILING WAGES**: Labor Code Certifications.
  - a. Concessionaire is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code and Concessionaire and any subcontractors will comply with such provisions before commencing the performance of the work of this contract.
  - b. In accordance with the applicable provisions of the Labor Code, the Concessionaire and any subcontractors shall pay their employees Prevailing Wages for the performance of work. The Director of the State Department of Industrial Relations has made the general prevailing wage rate determination covering the locality where work on this contract is to be performed. The general prevailing wage rates can be obtained from the Department of Industrial Relations or any source authorized by the Department of Industrial Relations. On the Internet, they can be found at [www.dir.ca.gov](http://www.dir.ca.gov). A copy of the general prevailing wage rates is also on file at the State Department of Water Resources 1416 9<sup>th</sup> Street, Sacramento CA and



is available to any interested party on request. The Concessionaire agrees to post a copy of the applicable general prevailing wage rates for the locality of each job site.

- c. It is hereby mutually agreed that, pursuant to Labor Code section 1775, the Concessionaire shall forfeit to the State 50 dollars (\$50) for each calendar day, or portion thereof, for each worker paid by him or her, or subcontractor under him or her, less than the prevailing wage so stipulated and in addition, the Concessionaire further agrees to pay to each worker the difference between the actual amount paid for each calendar day, or portion thereof, and the stipulated prevailing wage rate for the same. This provision shall not apply to properly registered apprentices.
- d. It is further agreed that the maximum hours a worker is to be employed is limited to eight hours a day and 40 hours a week and the contractor shall forfeit, as a penalty to the State, twenty-five dollars (\$25) for each worker employed in the execution of the contract for each calendar day during which a worker is required or permitted to labor more than eight hours in any calendar day or more than 40 hours in any calendar week, in violation of Labor Code sections 1810-1815, inclusive.
- e. Properly registered apprentices may be employed in the prosecution of the work. Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he or she is employed, and shall be employed only at the work of the craft or trade to which he or she is registered. The Concessionaire and each subcontractor must comply with the requirements of Labor Code section 1775.5 and any related regulations regarding the employment of registered apprentices.
- f. Concessionaire and any subcontractors shall comply with all other applicable Labor Code requirements, including section 1776 regarding record keeping.

6. **EMPLOYEE BENEFITS:** In accordance with Government Code Section 19134, employee benefits are being included in Personal Services Agreements that are in force 91 days or more. The services that are affected are janitorial, housekeeping, custodian, food service, security guard, laundry or window cleaning services.

In order to comply, a contractor that enters into an agreement with the State must provide "Wages and Employee Benefits" to any Covered Employee who performs the services mentioned above at the site or sites designated in the Scope of Work.

"Covered Employee" means a person who performs any of the services identified above, as more than an incidental part of their duties under a Qualifying contract. Covered employee does not include either: (1) A person who performs solely supervisory or administrative services under a Qualifying Contract, or (2) An owner-operator.

"Employee Benefits" means coverage a contractor provides to a Covered Employee, whether fulltime or part-time, either through a purchased plan or by self-insurance, for basic health care, dental services, and vision services, as well as, retirement benefits, and holiday pay, sick pay, and vacation pay.

"Holiday Pay" means pay provided to a covered employee to compensate for hours the covered employee is unable to work because the facility at which the employee would normally provide services is closed due to State holidays.

“Wages” means hourly payments paid pursuant to Government Code Section 19134 to a Covered Employee for work performed by such employee on a Qualifying Contract. Wages must be valued at least 85 percent of wage paid to State of California employees performing similar work.

“In Lieu Cash Payment” means a dollar amount a contractor pays to a covered employee of a Personal Services Agreement in lieu of providing actual Health Benefits, actual retirement benefits, and/or sick or vacation leave credits.

A contractor can meet the Health Benefits requirement by choosing to provide one of the following options:

- a. Health Benefits to Covered Employees valued at, at least, 85 percent of the State cost for health, vision, and dental benefits for State of California employees performing similar work; or
- b. In Lieu Cash Payments to Covered Employees valued at, at least, 85% of the State cost for health, vision, and dental benefits for State of California employees performing similar work; or
- c. A combination of Health Benefits and In Lieu Cash Payments at least 85% of the State cost for health, vision, and dental benefits for State of California employees performing similar work.

A contractor can meet the Retirement Benefits requirement by choosing to provide one of the following options:

- a. Actual retirement benefits to Covered Employees valued at, at least, 85 % of the State cost for retirement benefits for State of California employees performing similar work; or
- b. In Lieu Cash Payments to Covered Employees valued at, at least, 85 % of the State cost for retirement benefits for State of California employees performing similar work; or
- c. A combination of actual retirement benefits and In Lieu Cash Payments totaling at least 85 % of the State cost for retirement benefits for State of California employees performing similar work.

The method of compliance chosen and the additional costs of Employee Wages and Employee Benefits/In Lieu Cash Payments will be calculated and incorporated into your bid. The Bid Sheet will provide the current rate published by the Department of Personnel Administration that must be used to determine the Wages and Employee Benefits/In Lieu Cash Payments.

Before execution of the contract, employers choosing to offer Employee Benefits using (a) or (c) above must provide evidence of coverage to the State.

Concessionaire must submit to the State monthly reports that comply with The California Code of Regulations, Title 2, Div. 2, Chap. 3, Subchapter 12, Section 1896.370(a). The report must include (1) the number of employees who received Wages and Employee Benefits and/or In Lieu Cash Payments in the preceding month, (2) their names, (3) hours each covered employee worked in the preceding month, (4) the amount paid to each covered employee for Wages and Employee Benefits and/or In Lieu Cash Payments in the preceding month (with amounts paid for Wages and for each type of Employee Benefit/In Lieu Cash Payment itemized separately), and (5) total monthly costs paid of Wages and Employee Benefits and/or In Lieu Cash Payments in the preceding month, excluding any administrative or indirect costs.

This Agreement is subject to audit for compliance with the provisions of Government Code Section 19134.

The Schedule of Employee Benefit Rates published by the Department of Personnel Administration shall remain in effect during the term of this Agreement. Any published rate change occurring during the term of this Agreement shall be given effect by amendment, with an effective date retroactive to the date the rate changes were published by the Department of Personnel Administration. Exhibit B, Attachment1 – Bid Sheet will state the type of rate (three-tiered or blended) and the amount of the current rate per hour.

Failure to comply with the provisions of Government Code Section 19134 constitutes a material breach, which could subject the agreement to immediate termination by the State.

7. PERMITS AND LICENSES: Concessionaire shall procure all permits and licenses, pay all charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the work.
8. OPTION TO RENEW: The Department reserves the right to renew this Agreement for up to five additional years under the same terms and conditions.
9. USE OF A FOREIGN LANGUAGE IN PUBLIC SERVICES: If Concessionaire's duties include public information, public outreach, or rendering of services to the public whereby contact is made with a substantial number of non-English speaking persons, Concessionaire shall employ a sufficient number of qualified bilingual persons in public contact positions to ensure provision of information and services in the languages of the non-English speaking persons.

Agreement No. \_\_\_\_\_  
Exhibit \_\_\_\_\_**STANDARD CLAUSES –  
GENERAL CONDITIONS FOR PUBLIC WORKS AND/OR DRILLING CONTRACTS**

**LICENSE.** No bidder may bid on work for which it is not properly licensed by the Contractor's State License Board. Joint Venture bidders must possess a Joint Venture License. Bidders for this Agreement must have \_\_\_\_\_ classification(s) of contractor's license. Provide license number and expiration date and certify under penalty of perjury that the foregoing is true and correct.

**EXAMINATION OF BID DOCUMENTS AND SITE.** Bidder shall carefully examine site of work, plans and specifications. The bidder shall investigate conditions, character, quality of surface, or subsurface materials or obstacles to be encountered. No additions to the contract amount will be made because of the Contractor's failure to examine the site of work, plans and specifications.

**SUBCONTRACTORS.** (See Public Contract Code Section 4104.) The bidder shall set forth in its bid:

- a. The name and business address of each subcontractor who will perform work or labor or render services in an amount in excess of one-half of one percent (.5%) of the General Contractor's total bid; and
- b. The portion of work to be done by each subcontractor. (See Public Contractor Code Section 4104.)

**PAYMENT BOND.** The Contractor shall furnish, concurrently with signing the contract, a Payment Bond to Accompany Construction Contract, Standard Form 807, in an amount not less than 100% of the amount of the contract when the contract exceeds \$5000 (for non-construction drilling contracts, when the contract exceeds \$25,000). Such bond shall be executed by the Contractor and a corporate surety approved by the State.

**NOTICE.** Failure to obtain a payment bond within ten (10) days of notification of award shall cause the State to reject the bid.

**WORKERS' COMPENSATION INSURANCE CERTIFICATION.** Upon execution of the contract, the Contractor shall provide the State either with a certificate of insurance issued by an insurance carrier licensed to write workers' compensation insurance in the State of California, including the name of the carrier and date of expiration of the insurance, or a certificate of consent to self insure issued by the Director of the Department of Industrial Relations.

**PREVAILING WAGE.** It is hereby mutually agreed that the Contractor shall forfeit to the State a penalty of \$50 for each calendar day, or portion thereof, for each worker paid by it, or subcontractor under it, less than the prevailing wage so stipulated. In addition the Contractor further agrees to pay to each worker the difference between the actual amount paid for each calendar day, or portion thereof, and the stipulated prevailing wage rate for the same. This provision shall not apply to properly registered apprentices.

**MAXIMUM HOURS.** It is further agreed that the maximum hours a worker is to be employed is limited to 8 hours a day and 40 hours a week and the Contractor shall forfeit, as a penalty to the State, \$25 for each worker employed in the execution of the contract for each calendar day during which a worker is required or permitted to labor more than 8 hours in any calendar day or more than 40 hours in any calendar week in violation of Labor Code Sections 1810-1815, inclusive.

**TRAVEL AND SUBSISTENCE PAYMENTS.** Travel and subsistence payments shall be paid to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.

**APPRENTICES.** Properly registered apprentices may be employed in the prosecution of the work. Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he or she is employed, and shall be employed only at the work of the craft or trade to which he or she is registered. The Contractor and each subcontractor must comply with the requirements of Labor Code Section 1777.5 and any related regulations regarding the employment of registered apprentices.

**SUBSTITUTIONS.** Pursuant to Section 3400 of the Public Contract Code, should the Contractor seek to substitute a brand of materials other than specified, the Contractor shall submit data substantiating the request for substitution of "an equal" item. The substantiating data must be presented for approval within thirty-five (35) days after the award of the agreement. The State shall be the sole judge as the comparative quality and suitability of "an equal" item.

**ANTI-TRUST CLAIMS.** The Contractor offers and agrees and will require all of his subcontractors and suppliers to agree to assign to the awarding body all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act [Chapter 2 (commencing with Sec. 165700) of Part 2 of Division 7 of the Business and Professions Code], arising from purchases of goods, services, or materials, pursuant to the public works contract or the subcontract. The assignment made by the Contractor and all additional assignments made by the subcontractors and suppliers shall be deemed to have been made and will become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment or the necessity of tendering to the awarding body any written assignments.

If an awarding body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under Government Code Sections 4550-4554, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under Government Code Section 4550-4554, if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

**PROGRESS PAYMENTS.**

- a. Ten percent of any progress payments that may be provided for under this contract shall be withheld pending satisfactory completion of all services under the contract. The Contractor may substitute securities for such retentions and receive any interest accrued provided in Section 22300 of the Public Contract Code.
- b. Upon execution of the contract, the Contractor shall furnish a faithful performance bond for not less than the total amount payable under the contract if the contract exceeds \$10,000 and progress payments will be made.

**PAYROLL RECORDS.** The Contractor and each subcontractor shall comply with Labor Code Section 1776 regarding payroll records.

**NONCOLLUSION AFFIDAVIT.** All bidders shall submit with their bids a signed and notarized Noncollusion Affidavit (DWR 4206). (Not required for non-construction drilling contracts.)

**LABOR CODE PROVISIONS.** Pursuant to Sections 1770 et seq. of the California Labor Code, the Director of the State Department of Industrial Relations has made the general prevailing wage determination covering the locality where work for this contract is to be performed. The general prevailing wage rates can be obtained from the Department of Industrial Relations or any source authorized by the Department of Industrial Relations. They are also made available at

[www.dir.ca.gov/](http://www.dir.ca.gov/).

The Contractor agrees to post a copy of the **General Prevailing Wage Determination** for the locality of each job site. The Contractor also agrees to comply with all requirements of the California Labor Code and to pay for the forfeiture penalties and monies, which may become due as provided in Sections 1775 and 1813 of that Code.

**UNDOCUMENTED ALIENS.** No bidder or Contractor shall be eligible to bid for or receive a public works or purchase contract, who has, in the preceding five years, been convicted of violating a State or federal law respecting the employment of undocumented aliens.

**SUBSTITUTION OF SUBCONTRACTORS.** A prime contractor whose bid is accepted may not substitute a subcontractor listed in the original bid unless the provisions of PCC 4107 or 4107.5 apply and a hearing is held, if required.

**These specifications are applicable to all state contractors and subcontractors having a construction contract or subcontract of \$5,000 or more.**

1. As used in the specifications:
  - a. **"Administrator"** means Administrator, Office of Compliance Programs, California Department of Fair Employment and Housing (DFEH), or any person to whom the Administrator delegates authority;
  - b. **"Minority"** includes:
    - (i) **Black** (all persons having primary origins in any of the black racial groups of Africa, but not of Hispanic origin);
    - (ii) **Hispanic** (all persons of primary culture or origin in Mexico, Puerto Rico, Cuba, Central or South America or other Spanish derived culture or origin regardless of race);
    - (iii) **Asian/Pacific Islander** (all persons having primary origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands); and
    - (iv) **American Indian/Alaskan Native** (all persons having primary origins in any of the original peoples of North America and who maintain culture identification through tribal affiliation or community recognition).
2. Whenever the contractor or any subcontractor subcontracts a portion of the work, it shall physically include in each subcontract of \$5,000 or more the non-discrimination clause in this contract directly or through incorporation by reference. Any subcontract for work involving a construction trade shall also include the Standard California Construction Contract Specifications either directly or through incorporation by reference. Any subcontract for work involving a construction trade shall also include the Standard California Construction Contract Specifications, either directly or through incorporation by reference.
3. The contractor shall implement the specific non-discrimination standards provided in paragraphs 6(a) through (e) of these specifications.
4. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations under these specifications, Government Code, Section 12990, or the regulations promulgated pursuant thereto.
5. In order for the nonworking training hours of apprentices and trainees to be counted, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor or the California Department of Industrial Relations.
6. The contractor shall take specific actions to implement its nondiscrimination program. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor must be able to demonstrate fully its efforts under Steps a. through e. below:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and at all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all leadpersons, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligations to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - b. Provide written notification within seven days to the director of DFEH when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
  - c. Disseminate the Contractor's equal employment opportunity policy by providing notice of the policy to unions and training, recruitment and outreach programs and requesting their cooperation in assisting the Contractor to meet its obligations; and by posting the company policy on bulletin boards accessible to all employees at each location where construction work is performed.

*(Continue on reverse)*

**STANDARD CALIFORNIA NONDISCRIMINATION  
CONSTRUCTION CONTRACT SPECIFICATIONS  
(GOVERNMENT CODE, SECTION 12990)**

STD. 18 (REV. 1/95) (REVERSE)

- d. Ensure all personnel making management and employment decisions regarding hiring, assignment, layoff, termination, conditions of work, training, rates of pay or other employment decisions, including all supervisory personnel, superintendents, general leadpersons, on-site leadpersons, etc., are aware of the Contractor's equal employment opportunity policy and obligations, and discharge their responsibilities accordingly.
  - e. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the equal employment opportunity policy and the Contractor's obligations under these specifications are being carried out.
7. Contractors are encouraged to participate in voluntary associations which assist in fulfilling their equal employment opportunity obligations. The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's.
  8. The Contractor is required to provide equal employment opportunity for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of the Fair Employment and Housing Act (Gov. Code Section 12990 et seq.) if a particular group is employed in a substantially disparate manner.
  9. Establishment and implementation of a bona fide affirmative action plan pursuant to Section 8104(b) of this Chapter shall create a rebuttable presumption that a contractor is in compliance with the requirements of Section 12990 of the Government Code and its implementing regulations.
  10. The Contractor shall not use the nondiscrimination standards to discriminate, harass or allow harassment against any person because of race, color, religious creed, sex, national origin, ancestry, disability (including HIV and AIDS), medical condition (cancer), age, marital status, or denial of family and medical care leave and denial of pregnancy disability leave.
  11. The Contractor shall not enter into any subcontract with any person or firm decertified from state contracts pursuant to Government Code Section 12990.
  12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and the nondiscrimination clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Government Code Section 12990 and its implementing regulations by the awarding agency. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Government Code Section 12990.
  13. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company equal employment opportunity policy is being carried out, to submit reports relating to the provisions hereof as may be required by OCP and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status, (e.g., mechanic, apprentice trainee, helper or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in any easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.