

**NOTICE REQUESTING ADDITIONAL INFORMATION
REGARDING THE REQUEST FOR PROPOSAL FOR
THE CONCESSIONAIRE OPERATION OF THE
TECOPA HOT SPRINGS PARK AND CAMPGROUND**

Notice is hereby given that the Board of Supervisors will receive responses from selected respondents, California Land Management of Palo Alto, CA and the Hummingbird Family Resource Center of Tecopa, CA in order to further evaluate proposals to operate the Tecopa Hot Springs Park and Campground.

The Board of Supervisors reserves the right:

- 1) to reject any and all responses to modify the Request, either before or after the deadline for submission of Responses,
- 2) to negotiate with one or more of the respondents (i.e., only those who submitted proposals), and
- 3) to call for additional responses.

Any Operation Agreement shall not become effective until awarded by the Board of Supervisors.

The County will carefully investigate each respondents experience in the operation of "like" facilities. Respondents must be prepared to make all determinations of feasibility to the operation of the proposed use.

Please be certain that your Response is complete and is delivered to 785 N. Main Street, Suite G, Bishop, CA. 93514 **by 5:00 p.m., Friday, May 7, 2004.** Should you have any questions regarding this matter, please call Chuck Hamilton at (760) 873-5577.

Background

The Inyo County Board of Supervisors requested and received three (3) proposals for the concessionaire operation of the Tecopa Hot Springs Park and Campground.

The Board received public comments and selected two of the proposals for further review.

The Board directed staff to prepare a subset of questions to establish criteria to further define and evaluate the two proposals.

Your response must be received no later than Friday, May 7, 2004. Staff will make a recommendation to the Board at their May 25, 2004 Board Meeting.

Even though some of the questions below have been addressed in your proposal, please respond to each question in detail.

Section I – Qualifications

- Respondents Primary or Supervisory Personnel Qualifications
- Number of on-site personnel anticipated and qualifications of site personnel

Section II – Campground Hosts, Volunteers, and Paid Staff

- Do you plan to utilize campground host?
 - What is your selection process?
 - What will be the camp host's responsibilities?
 - How will you verify experience?
 - Discuss training and quality assurance for campground host.
- Do you plan to utilize volunteers in the operation, maintenance, security or performing site improvements at the facility?

If yes

- How will you recruit volunteers?
- How will volunteers be trained?
- What duties/responsibilities will the volunteers have?
- How will you determine skill level of volunteers?
- How will you retain volunteers?
- How will you monitor volunteers for performance?
- How will you recruit and train paid staff?
- How will you integrate volunteers with paid staff and how will you terminate volunteers?

Section III – Site Improvements

- Please list the site improvements you intend to perform at the facility
- What is your time frame to begin and complete each project (site improvements)?
- What are your anticipated site improvement expenditures?
- What are your site improvement funding sources?

Section IV – Community

- How will you maximize community involvement?
- How will you maximize/retain traditional use of the bathhouses?
- Describe your intentions (if any) regarding the offering of any low cost alternatives, discounts to County residents or long term users of the bathhouses/campground [maximum stay at the campground is limited to six (6) months in a calendar year and may not exceed six (6) consecutive months].
- How will you promote, maximize the safe and healthy uses of the facility.

Section V – Experience

- Describe your experience operating a similar facility, i.e. campground, bathhouses.

Section VI –Facility Operation

- When would your Organization be able to assume the operation of the Facility? (Campground and Bathhouses).

Section VII - Insurance Requirements

Respondent shall provide evidence of the ability to procure the insurance coverage set forth below and shall provide proof of existing coverage or a Letter of Intent from an insurance provider evidencing the ability to purchase said insurance.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. At the option of the Entity, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Entity, its officers, officials, employees and volunteers; or the Lessee shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability policy is to contain, or be endorsed to contain, the following provisions:

1. The Entity, its officers, officials, employees and volunteers are to be covered as insured with respect to liability arising out of ownership, maintenance or use of that part of the premises leased to the lessee.
2. The Lessee's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees or volunteers shall be excess of the Lessee's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Entity.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Defense and Indemnification

Contractor shall defend, indemnify, and hold harmless county, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold the county, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any act or omission of the Contractor, its agents, employees, supplier, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

To the extent permitted by law, County shall defend, indemnify, and hold harmless Contractor, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and

attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of County, its officers, or employees.

Insurance Requirements for Lessees

Lessee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Lessee's operation and use of the leased premises. The cost of such insurance shall be borne by the Lessee.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence from CG 0001).
2. Workers' Compensation insurance as required by the State of California and Employer's Liability insurance (for lessees with employees).
3. Property insurance against all risks of loss to any tenant improvement or betterments.
4. Insurance Services Office Form Number CA0001 covering automobile liability, code 1 (any auto).

Minimum Limits of Insurance

Lessee shall maintain limits no less than:

1. General Liability: **\$1,000,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Employer's Liability: **\$1,000,000** per accident for bodily injury or disease.
3. Property Insurance: Full replacement cost with no coinsurance penalty provision.
4. Automobile Liability: **\$1,000,000** per accident for bodily injury and property damage.

EVALUATION CRITERIA/SELECTION PROCESS

A selection committee will evaluate the submitted responses to the subset of questions. The information provided in your response will be the basis for the selection and recommendation of a facility operator.

The criteria for selection will be determined from the following areas with weights for each specific area as indicated.

A. Capability of respondent and qualification of assigned personnel.	20%
B. Experience with operating facility of similar type and size.	20%
C. Capability of respondent to perform site improvements, has necessary capital and resources to begin and complete listed (by respondent) site improvements and timeframe to begin and complete listed site improvements.	20%
D. Thoroughness and quality of responses to each section.	20%
• Section I	
• Section II	
• Section III	
• Section IV	
• Section V	
• Section VI	
• Section VII	
E. Ability to enter into County Concessionaire Agreement.	20%
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	100%

NOTE:

ANY PLANNED EXPANSION OF THE BATHING POOL (S) CAPACITY MAY REQUIRE THE PROPORTIONATE EXPANSION OF THE WATER SUPPLY. THE CONTRACT OPERATOR MAY BE REQUIRED AT THE CONTRACTOR'S SOLE EXPENSE TO CONDUCT A COMPREHENSIVE STUDY (S) OF THE AVAILABLE WATER RESOURCES AND COMPLY WITH ALL STATE AND LOCAL REGULATORY REQUIREMENTS NECESSARY TO PROVIDE THE LONG-TERM PRESERVATION, PROTECTION AND MANAGEMENT OF THIS RESOURCE.

INYO COUNTY ENVIRONMENTAL HEALTH WILL CHARGE AN ANNUAL PERMIT FEE OF \$114.00 FOR THE OPERATION OF THE BATHHOUSES. A FEE OF \$102.00 PER MONTH WILL BE CHARGED BY ENVIRONMENTAL HEALTH FOR WATER SAMPLING AND LAB ANALYSIS.