



Idaho Department of Parks and Recreation
Henry's Lake State Park
Marina Store and Watercraft Rental Concession
REQUEST FOR PROPOSAL (RFP)

Issue Date: January 1, 2018



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REQUEST FOR PROPOSAL

INTRODUCTION

The Idaho Department of Parks and Recreation (IDPR) desires to pursue a public/private agreement to rent watercraft and operate a marina store at Henry's Lake State Park within the identified concession area at Henry's Lake State Park in Island Park, Idaho. IDPR seeks proposals from private entities interested in entering into a business relationship for the installation, maintenance and operation of a marina store including powered and non-powered watercraft rentals, and fuel sales that is beneficial both to the private operator and to the State. A variety of options regarding the rental and operation will be considered as proposed by the respondents to this Request for Proposal (RFP). Respondents to this RFP are hereafter identified as "Offerors."

NOTE: This Request for Proposal is not intended to be an offer to enter into a contract, and is not governed by the State of Idaho purchasing statutes, Idaho Code §§ 67-5714 through 67-5737, nor the Rules of the Division of Purchasing, IDAPA 38.05.01. Upon selection of a suitable proposal, IDPR shall enter into negotiations with the selected Offeror to determine the terms and conditions for a possible concession contract based on, but not limited to, the attached Standard Concession Agreement, the special terms and conditions identified herein, the Offeror's proposal, and such other terms and conditions that IDPR, in its discretion, deems necessary. If IDPR and the Offeror are unable to reach agreement on terms and conditions, nothing herein shall be deemed to obligate IDPR to enter into agreement with the selected Offeror or to award the concession contract to another Offeror. The only right granted to selected Offeror is the right to enter into negotiations with IDPR for possible award of the anticipated concession contract described herein.

IDPR OBJECTIVES

IDPR hopes to stimulate the local tourism economy by entering into a concession agreement that will utilize the designated portion of Henry's Lake State Park (hereinafter referred to as the "Concession Premises") to provide goods and services in a manner beyond the abilities of IDPR. IDPR is particularly interested in proposals to operate a marina store with powered and non-powered watercraft rentals, and fuel sales to enhance Henry's Lake State Park for local residents and park visitors, and to make the surrounding area of Island Park, Idaho a more appealing destination to visitors.

In responding to this RFP, the respondent must address all of the proposal requirements, which are identified in the RFP package. The Proposal Format/Requirements Section provides a format to fully describe the opportunities and amenities to be provided and developed, the respective roles of the Offeror and IDPR in accomplishing such development, compensation to be made to IDPR, and the qualifications of the firm(s) for the project.

Upon receipt of Proposals, IDPR will evaluate them and if, in the opinion of IDPR, an acceptable proposal is received, IDPR and Offeror will develop a contract for operation and development of the Concession Premises.

ABOUT THE PARK

Fishing, camping, and boating are the main attractions of Henrys Lake State Park. The park opens the Thursday before Memorial Day with fishing on the lake beginning the Saturday of Memorial Day Weekend.

One of Idaho's great high mountain lakes, Henrys Lake is the kind of place that fishermen dream about. Anglers fish for cutthroat, brook, and cut-bow hybrid trout in what is considered one of the finest trout fisheries in the West. The park also offers beautiful nature trails for hiking, biking, wildlife watching, and wildflower viewing.

Located 15 miles west of Yellowstone National Park and surrounded on three sides by the Continental Divide, Henrys Lake State Park campsites are situated on the shoreline of the 6,000-acre lake.

Although inaccessible in the winter months, due to snow, the park has many opportunities in the spring, summer, and fall months for activities including the before-mentioned, along with listening to area elk bugle, seeing the leaves as they change color, and joining in area hunts.

As weather permits, the park campsites are opened early and then kept opened later in the season for customers traveling at a time when most Island Park campgrounds are closed. Amenities are turned off in mid-October, but the park doesn't close until snow depth closes the road to the park.

Park Attributes

Acreage

585

Facilities

Campground, Boat Ramp, Courtesy Boat Docks, Showers, Flush Toilets, Fish Cleaning Station, Dump Station, Camper Cabins, Hard Path Trail, Hiking/Biking Trails

Activities

Camping, Fishing, Picnicking, Boating, Waterskiing, Wildlife Viewing, Interpretative Trail, Horseshoes, Hiking and Biking

Season

May through November

Marketing focus

RV Campers, Anglers, Yellowstone National Park Visitors, Bird Watching

Staffing

(1) .75 Ranger, (5-7) Seasonal employees, and (8-10) Volunteers

Services

Number of Park Entrances	1	Visitor Center	0
Total Campgrounds	1	Equestrian Camping	0
Total Sites	86	Horses Available	0
Primitive	0	Day Use	1
Primitive-Companion	0	Type of Water Resource	Lake
Standard	0	Swim Area	0

Standard-Companion	0	Marina/Boat Docks	1
Serviced-W	0	Slips at Marina/Boat Docks	0
Serviced-W Companion	0	In-Park Boat Rentals	0
Serviced-E	19	Boat Ramp in or near Campground	1
Serviced-E Companion	0	Limit on Size/Type of Boats/Motors	0
Serviced-W/E	56	Commonly Caught Fish	Trout
Serviced-W/E Companion	0	Type of Trails	Hike/Bike
Serviced-W/E/S	11 (3 Host)	Paved Trails	1
Serviced-W/E/S Companion	0	Sports Equipment	Horseshoe
Number of First Come/First Served	6	Firewood	Yes
Land Acres	585	In-Park Ice	No
Max Pad Length	60	Public Phones	0
Group Shelters	0	Nearest Gas Station	2 ¾ miles
Cabins	3	Nearest Food Store	8 miles
Yurts	0	Nearest Laundry	2 ¾ miles
Houses	0	Nearest ATM	8 miles
Cottages	0		

Park Office Hours: Peak season-8:00-6:30 pm, Off-Season-8 am-5:00 pm.

Entrance Station Hours: Saturday-Thursday/8 am-6:30 p.m., Friday/8am-8:30 pm until after Labor Day; Day Use Closing Time 10 p.m. daily

Water Shut-Off Date: Sept. 30, unless the weather permits it to stay on.

Preferred Sites: Cabins: Cut-Bow, Pelican, and Snow Fly, Adams Loop Sites: 1, 4, 7, 9, 14, 15, 16; Blue Dun Sites: 21, 23, 26, 34, 36, and 37; Caddis Sites 45-62, 79-85

Designated ADA Sites: Cut-Bow Cabin, and Sites 4, 53, 78

Topography: Relatively flat, open, with rolling hills

Unique Wildlife: Moose, antelope, swans, pelicans, various waterfowl, Sandhill cranes, bears, ground squirrels, fox

Unique Vegetation: Sagebrush and grass with various types of wildflowers throughout season

Historic Features of Park: Chief Joseph and his band of Nez Perce people, were chased through the area by General Howard on the Nez Perce flee to Canada; Father Pierre J. DeSmet, a Belgian Jesuit leader traveled through accompanying a Pend 'Oreille-Flathead band on their way northwest to their homeland. Major Andrew Henry, a fur trader for the St. Louis Missouri Fur Company, spent time in the area harvesting beaver pelts. The lake and river were named after Major Henry.

Additional Notes: The west entrance to Yellowstone National Park is 15 miles from the park.

DESCRIPTION OF CONCESSION AREA

The exact final location of the concession operation is yet to be determined and approved. However, initial discussions, for the building, have placed it in the area just west of the launch ramp and in the NE corner of the paved parking lot (See Attachment B below). In addition, concession dock facilities, and rental fleet locations are also yet to be determined, but will be located centrally to the physical building location, along the lake shoreline, and approximately 75 yards west and/or east of the launch ramp (See Attachment B below for possible approved locations).

MINIMUM SERVICES REQUIRED

Offerors must be prepared to provide the following minimum levels of service/operation:

- Purchase, install/erect, and hook up to all utilities, at Offerors sole expense, a building suitable as an outdoor recreation based business benefitting both park and area recreationists. Type, size, and final location to be negotiated and approved by IDPR.
- Operate a retail store providing personal and food items, camping items, fishing gear, souvenirs, appropriate rental equipment, and so on that may be needed or utilized by park visitors or area recreationists.
- Rental of powered and non-powered watercraft with associated safety equipment.
- Provide and operate, at Offerors sole expense, a fuel sales station to serve local boaters and recreationists.
- Provide type and quantity of staff and supervisory personnel to operate the marina store and provide fuel sales; including a comprehensive staffing chart for the operation of the facility and a summary of the weekly staffing schedule.
- Provide the specific types of information about services to implement, and obtain maximum customer service and participation; for example, unique methods of service, creative marketing techniques, various styles of service, etc.
- Ensure all operating plans, and facilities, meet Americans with Disabilities Act (ADA) requirements for outdoor recreational facilities.
- Submit a projected budget to include costs and revenue for the first five (5) years of operation. The projected budget shall be substantiated by other projects of similar scope and magnitude, with any notable deviations highlighted for comparative purposes.

Offerors may propose recreational services that exceed the minimums listed above. The furnishing of additional services will be a consideration in the evaluation of proposals.

An Offeror may submit more than one proposal, each with differing opportunities and options.

MINIMUM QUALIFICATIONS

All Offerors must demonstrate the following minimum qualifications for their proposal to be considered:

1. A verifiable work history of no less than five (5) years in business activities that involve providing products or services to the general public.
2. A verifiable work history of no less than two (2) years in overseeing or directing, at the general manager or owner level, a business which provides products or services to the general public.
3. A verifiable work history of no less than five (5) years of providing outdoor recreation associated services.

TERMS AND CONDITIONS OF CONTRACT

Please reference the attached State of Idaho, Department of Parks and Recreation Standard Concession Agreement, which contains the standard terms and conditions of the agreement.

Offerors may form partnerships and offer joint proposals but the concession contract must be with one entity that takes overall responsibility for the venture. All partnerships and cooperative agreements must be stated as such in the proposal. Additionally, if the partnership or cooperative agreement intends to create a new business entity with overall responsibility for the venture, the proposal must designate the “primary” partnership entity to be evaluated for meeting the minimum qualifications, and for providing the financial and credit reporting requested on page 10.

In addition to the standard terms and conditions, the following terms will also be incorporated into the IDPR Standard Concession Agreement. Any proposed deviations from the standard terms and conditions or the terms listed below must be stated in the proposal and may require additional review and approval.

- All buildings, facilities, lands, utilities, equipment provided to the concessionaire are provided in “as is” condition.
- Concessionaire must assume all utility and day-to-day maintenance costs including solid waste (garbage) removal associated with operation of the concession area.
- The Offeror must also propose a system of financial compensation to IDPR that includes, a percentage of retail and gas sales, a percentage of all recreation equipment rentals, and any other compensation deemed appropriate. It is the responsibility of the Offeror to make this proposal. All proposals should be consistent with the following minimum fees set by the Idaho Park and Recreation Board:
 - No less than 3% applied to total annual gross revenue that is less than \$10,000;
 - No less than 4% applied to total annual gross revenue that is less than \$30,000;
 - No less than 5% applied to total annual gross revenue that is less than \$50,000;
 - No less than 6% applied to total annual gross revenue that is less than \$70,000;
 - No less than 7% applied to total annual gross revenue that is \$70,000 or more
- The Offeror may, at his/her discretion, suggest that a portion of this compensation take the form of major maintenance work, new development, or services to the Park/Department to offset Park/Department budget costs. Proposals which do not include a realistic plan for compensation to IDPR will not be considered.
- If the Offeror proposes to sell alcohol on the premises this must be stated in the proposal – types of alcohol and manner of sale, i.e. with food, or retail sale.
- Industrial and manufacturing enterprises are prohibited. Storage of solid waste, toxic or hazardous materials is prohibited on the premises except as needed for the operation of the facilities.

IDPR reserves the right to amend the standard terms and conditions, or to require additional special terms and conditions, as necessary to address needs identified in negotiation of the concession agreement with the selected Offeror.

ADDITIONAL TERMS OF CONTRACT

IDPR Board policy requires the following: *“Comprehensive Insurance Coverage and Hold-Harmless Clause – Each concession lease shall contain provisions requiring the concessionaire to acquire and maintain throughout the lease term comprehensive general liability insurance in amounts recommended by the Office of Risk Management. The policy shall name the Department as an additional insured. Each concession lease shall contain a provision that the concessionaire will indemnify, hold harmless and defend the Department against all claims, demand, damages, costs, expenses, or liability costs arising out of the operation or maintenance of the concession premises.”*

All insurance, except for Workers Compensation shall be endorsed to name the State of Idaho and the Idaho Department of Parks and Recreation as Additional Insured. Concessionaire shall maintain insurance in amounts not less than the following:

Commercial General Liability (CGL) with a limit of not less than \$1,000,000 each occurrence, and \$1,000,000 annual aggregate, if defense is outside the limits. If defense is inside the limits, the limit must be \$2,000,000 each occurrence, and \$2,000,000 aggregate. If necessary, a commercial umbrella or excess policy may be used to meet the limits required, providing the CGL is listed on the underlying insurance in the umbrella or excess policy, and the umbrella/excess policy meets the requirements above for acceptable carriers.

Automobile Liability including owned, non-owned, and hired liability with a limit of not less than \$1,000,000 each occurrence, and \$1,000,000 aggregate. If necessary, a commercial umbrella or excess policy may be used to meet the limits required, providing the Auto is listed on the underlying insurance in the umbrella or excess policy, and the umbrella/excess policy meets the requirements above for acceptable carriers.

Workers Compensation Insurance in amounts as required by statute in all states in which the contractor performs work, and Employers' Liability with a limit of \$100,000 Bodily Injury by Accident-each Accident, \$100,000 Bodily Injury by disease-each employee, \$500,000 Bodily Injury by Disease-policy limit.

Business property insurance covering all improvements, fixtures, and personal property of Concessionaire upon the Concession Premises. Policy limit shall be sufficient to cover the value of all Concessionaire-owned property upon the Concession Premises, and shall cover all risks to such property unless specifically and explicitly excluded.

Hold Harmless Agreement. Concessionaire shall indemnify, defend and save harmless the State, its officers, agents and employees from and against any and all liability, claims, damages, losses, expenses, actions, attorneys' fees and suits whatsoever caused by or arising out of Concessionaire's negligent or wrongful performance, acts or omissions under this Agreement or Concessionaire's failure to comply with any state or federal statute, law, regulation or rule. Nothing contained herein shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby expressly reserved.

PRE-PROPOSAL CONFERENCE AND TOUR OF FACILITIES

A non-mandatory pre-proposal conference will be held at Harriman State Park (a site tour is not possible at this time of year due to snow) on February 5, 2018 at 10:00 am (PT). This will be your opportunity to ask questions, in person, with the IDPR Region and Henrys Lake State Park staff. All parties interested are invited to participate by attending the conference. Those choosing to participate must pre-register by contacting either by phone or email the RFP Lead. Parties interested are asked to register by February 1, 2018 at 3:00 pm (PT). Any oral answers given by IDPR during the pre-proposal conference are unofficial, and will not be binding on the IDPR. Conference attendance is at the participant's own expense.

PROPOSAL FORMAT/REQUIREMENTS

These instructions describe the format to be used when submitting a proposal. The format is designed to ensure a complete submission of information necessary for an equitable analysis and evaluation of submitted proposals. All of the information requested must be provided in order for a proposal to be considered. There is no intent to limit the content of proposals. Offerors may provide additional information if they wish.

Cover Letter

The proposal must include a cover letter on official letterhead of the Offeror; with the Offeror's name, mailing address, telephone number, facsimile number, e-mail address, and name of Offeror's authorized signer. The cover letter must identify the RFP Title, and must be signed by an individual authorized to commit the Offeror to the work proposed. In addition, the cover letter must include:

Identification of the Offeror's corporate or other legal entity status. Offerors must include their tax identification number. The Offeror must be a legal entity with the legal right to contract.

A statement indicating the Offeror's acceptance of and willingness to comply with the requirements of the RFP and attachments thereof, including but not limited to the IDPR Standard Concession Agreement terms and conditions. Idaho State Park and Recreation Board Policy specifies a standard term of no more than ten years for concession agreements. Please provide any comments you have about the term of this agreement under your proposal, including whether or not it is acceptable and, if required, what the shortest contract term you will accept is.

A statement of the Offeror's compliance with affirmative action and equal employment regulations.

A statement that Offeror has not employed any company or person other than a bona fide employee working solely for the Offeror or a company regularly employed as its marketing agent, to solicit or secure the Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor or a company regularly employed by the Contractor as its marketing agent, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award of the Contract. The Offeror must affirm its understanding and agreement that for breach or violation of this term, the State has the right to annul the Contract without liability or, in its discretion, to deduct from the Contract price the amount of any such fee, commission, percentage, brokerage fee, gifts or contingencies.

A statement naming the firms and/or staff responsible for writing the Proposal.

A statement affirming the Proposal will be valid for ninety (90) calendar days from the Proposal opening date.

A statement that the Offeror warrants that it does not knowingly and willfully employ persons who cannot legally work in this country; it takes steps to verify that it does not hire persons who have entered our nation illegally or cannot legally work in the United States; and that any misrepresentation in this regard or any employment of persons who have entered our nation illegally or cannot legally work in the United States constitutes a material breach and will be cause for the imposition of monetary penalties up to five percent (5%) of the contract price, per violation, and/or termination of its contract.

Executive Summary

Include an executive summary in the Proposal providing a condensed overview of the contents of the Proposal demonstrating an understanding of the services to be performed.

Experience

Describe in detail your knowledge and experience in providing services similar to those required in this RFP. List employment/business information for at least five (5) years, beginning with present employment/business providing name and address of the employer/business; telephone number; exact title of position or indicate if self-employed; dates of employment/operation; description of duties, responsibilities, nature of business, and so on; and number of people supervised/employed.

References

List three persons who are not related to you and have definite knowledge of your qualifications and fitness for the concession opportunity for which you are applying. Please provide name, address, phone number, and business/occupation.

Financials

Offerors are required to provide a D&B Comprehensive Insight Plus credit report or Experian Profile Plus report (Credit Report), indicating the Offeror's current credit score, with the Proposal submission. The Offeror should stamp or write "Trade Secret" or "Confidential" on each page of the Credit Report information that it does not want released. The information will be held in confidence to the extent that law allows. Credit Report must be current and have been established within thirty (30) calendar days of the Proposal closing date.

Credit Reports must be for the exact organization submitting the Proposal as identified on the cover letter. The Credit Report cannot be combined or consolidated with the information from any entity other than the company submitting the Proposal. If the Offeror's name on the Proposal does not match the name on the Credit Report, it will not be accepted and the Offeror will be found non-responsive.

The (M) Mandatory elements of this section are two-fold: the Offeror must provide a credit score on one of the named reports AND the report provided in response to the RFP must demonstrate a CSC (credit score class) rating of 1 – 3 or a CRS (credit ranking score) rating of 26 – 100.

Failure to provide one of the named reports (or failure to provide one of the designated credit scores) will result in a finding that the Offeror is non-responsive.

In addition:

A company receiving a CSC rating of High risk (5) or High Medium risk (4) of experiencing financial stress and delinquent payments will not be considered for Contract award.

CSC of 1 = Low Risk

CSC of 2 = Low Medium Risk

CSC of 3 = Medium Risk

CSC of 4 = High Medium Risk

CSC of 5 = High Risk

A company receiving a rating of High risk (0-10) or High Medium risk (11-25) of experiencing financial stress and delinquent payments will not be considered for Contract award.

CRS of 76-100 = Low Risk

CRS of 51-75 = Low Medium Risk

CRS of 26-50 = Medium Risk

CRS of 11-25 = High Medium Risk

CRS of 0-10 = High Risk

Proposed Concession Operation Plan

The proposed Operation Plan must address all of the following minimum service requirements. Keep in mind, the evaluators will be scoring your Proposal based on the methodologies proposed and the completeness of the response to each item listed below:

1. Purchase, installation/erection, and utilization of a marina store building as an outdoor recreation based business benefitting both park and area recreationists.
2. Operation of the retail store providing personal and food items, souvenirs, appropriate rental equipment, and so on that may be needed or utilized by park visitors or area recreationists.
3. Rentals of powered and non-powered watercraft.
4. Purchase and operation of a fuel sales station to serve local boaters and recreationists.
5. A description of any optional facilities or services that the Offeror proposes to provide, including, but not limited to, food services, docks for the rental fleet, and dry storage area.

6. Compatibility of overall operations with park operations.
7. Identification of the type and quantity of staff and supervisory personnel to operate the marina store and provide gas sales; including a comprehensive staffing chart for the operation of the facility and a summary of the weekly staffing schedule.
8. Listing of the specific types of information about services to implement, to obtain maximum customer service and participation; for example, unique methods of service, creative marketing techniques, various styles of service, etc.
9. Identification of how operating plans meet Americans with Disabilities Act (ADA) requirements for outdoor recreational facilities.
10. Submission of a projected budget to include costs and revenue for the first five (5) years of operation. The projected budget shall be substantiated by other projects of similar scope and magnitude, with any notable deviations highlighted for comparative purposes.

Provide a statement that gives a comprehensive description of your proposed concession operation.

Describe in detail how you would operate the concession. Be as complete as possible, listing intended schedule of operations and safety inspections, any changes that would be made to the facility over time and anything else that is pertinent to the operation.

How will your proposal meet the following objectives?

1. Stimulate the local tourism economy and make the Island Park, Idaho area a more attractive destination for travelers?
2. Enhance Henrys Lake State Park for local residents?
3. Utilize the concession area to take advantage of its shoreline location?

The concession operator will be responsible for all utility costs and the costs of day-to-day maintenance in the concession area. Do you accept this responsibility?

Does your concession proposal include the sale of alcohol? Would this include the retail sale of beer or wine or would it be limited to sale of alcohol with food? If applicable, please explain how alcohol would be sold under your proposal.

Operating Information

1. Length of Seasons (months) _____
2. Approximate dates of operation by season as applicable _____ through _____
3. Hours of operation by season: _____
4. Do you (signer of offer) plan to personally supervise the operation?
YES___ No___
5. Will there be a person serving as manager?
YES___ No___
6. If "YES" to #5, indicate or attach the areas of responsibilities and the extent of authority giving the name, address, and experience in this type of operation
7. Indicate the number of employees (indicate the number that you project to be seasonal, permanent, or full-time) estimated to be hired and project wage schedule.

What amounts of insurance coverage for public and employee liability, fire, and other risks will you provide, include the proposed insurance carrier for each?

Safety and Sanitation: Please provide a statement regarding safety and sanitation programs, inspections, including any plans for training in these areas, both formal and on-the-job.

All applicants must attach a detailed outline of a maintenance program to be developed to provide proper maintenance of all equipment, furnishings, buildings, fixtures, and grounds of the concession area.

Key Personnel and Qualifications

Provide a list of key development, construction, management, customer service and other personnel to be used in the fulfillment of this Concession, to include all pertinent contact information if known.

Subcontractors

If you intend to utilize subcontractors, describe the extent to which they will be used to comply with Concession requirements. Include each position providing service, and provide a detailed description of how the subcontractors are anticipated to be involved under the Concession. Include a description of how the Offeror will ensure that all subcontractors and their employees will meet all Scope of Work requirements.

Proposed Financial Arrangements

Provide projected income and cash flow statements for five (5) years, including accompanying schedules of sales (by category), cost of sales (by category), general selling, and administrative expenses. The assumptions on which the projections are based must be explained.

What is your estimate of the cost of financing the proposed operation?

Buildings and structures	\$
Construction or rehabilitation costs	\$
Equipment	\$
Inventory	\$
Working Capital (other than inventory)	\$
TOTAL COST	\$

Proposed Financial Compensation

Provide a proposed system of financial compensation to IDPR that includes, a percentage of retail and gas sales, a percentage of recreation equipment rentals, and any other compensation deemed appropriate. It is the responsibility of the Offeror to make this proposal. The Offeror may, at his/her discretion, suggest that a portion of this compensation take the form of major maintenance work, new development, or services to the Park/Department to offset Park/Department budget costs. All proposals should be consistent with the following minimum fees set by the Idaho Park and Recreation Board:

- No less than 3% applied to total annual gross revenue that is less than \$10,000;
- No less than 4% applied to total annual gross revenue that is less than \$30,000;
- No less than 5% applied to total annual gross revenue that is less than \$50,000;
- No less than 6% applied to total annual gross revenue that is less than \$70,000;
- No less than 7% applied to total annual gross revenue that is \$70,000 or more.

Please describe in detail what payments in cash and/or in-kind services you propose to make to the State of Idaho, IDPR.

PROPOSAL EVALUATION PROCESS

A panel assembled by IDPR will review all submitted proposals. Points will be awarded based on the following criteria.

- 1. Does the proposal meet the minimum qualifications listed above? Pass/Fail no points
- 2. Innovativeness and thoroughness of proposal to meet or exceed IDPR objectives (maximum 25 points)
- 3. Compensation to IDPR (maximum 25 points)
- 4. Evaluation of Financial Proposals (maximum 25 points)
- 5. Technical Qualifications and Experience of the firm (maximum 25 points)

IDPR reserves the right to reject any/all proposals if, in the opinion of IDPR, the proposals do not provide the intended services in a manner acceptable to IDPR. IDPR reserves the right to enter into discussions and negotiations with any/all submitters if, in the opinion of IDPR, a proposal has merit but requires further clarification, discussion, or negotiations.

SCHEDULE OF EVENTS

- 1. Request for Proposal is released:January 18, 2018
- 2. Pre-Proposal ConferenceFebruary 12, 2018
- 3. Deadline for submitting proposal.....February 23, 2018
- 4. Review of Proposals by Evaluation CommitteeMarch 2, 2018
- 5. Proposal is submitted to IDPR Board for review.....March 15, 2018

It is the intention of IDPR to enter into an agreement for the operation of the concession area beginning with the 2018 summer use season. The actual timing may depend upon required approvals, the desires and needs of the private operator, the nature of the proposal accepted, and time frame required to construct the facility.

INCLUDED DOCUMENTS

The following additional documents are included in the RFP package provided to prospective Offerors.

- 1. Henrys Lake Concession Area Map and Aerial Photo
- 2. Henrys Lake State Park visitation and revenue review 2011 – 2015
- 3. State of Idaho, Department of Parks and Recreation Standard Concession Agreement

SUBMISSION INFORMATION

Proposals may be submitted manually or electronically. The Proposals must be addressed to the RFP Lead and clearly marked “HENRYS LAKE STATE PARK MARINA STORE AND WATERCRAFT RENTAL CONCESSION PROPOSAL.” All responses to this RFP are to be received no later than 4:00 p.m. (PT) on February 23, 2018. Please direct questions and responses to this RFP to the following RFP Lead:

John Sullivan, Park Manager
Idaho Department of Parks and Recreation
3489 Green Canyon Rd.
Island Park, ID 83429
Phone: 208-558-7368
john.sullivan@idpr.idaho.gov

**HENRYS LAKE STATE PARK
2014 – 2016 VISITATION AND REVENUE**

VISITATION:

<u>2015-2016</u>	Day Use	Campers	Combined Usage
Percentage Change	-.64%	+11.26%	+1.26%

<u>Henry's Lake State Park Statics</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>		
Resident Day Use	31,504	60,732	60,346		
Non-Resident Day Use	27,937	53,857	53,514		
Total Day Use	59,441	114,588	113,860		
Resident Campers	6,562	8,604	8,676		
Non-Resident Campers	7,914	13,078	15,451		
Total Campers	14,476	21,682	24,127		
Combined Resident Usage	38,066	69,336	69,022		
Combined Non- Resident Usage	35,851	66,935	68,965		
Combined Total Usage	73,917	136,270	137,987		
Total Occupancy	5,338	7,415	7,900		
Occupancy Percentage Comparison Chart	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
Campsites	33.45%	33.10%	40.94%	50.05%	58.17%
Cabins	78.64%	75.35%	80.05%	83.57%	86.20%

REVENUE:

Henrys Lake State Park Revenue	2014	2015	2016	Percentage Change from 2015
01-CAMPING	90,925.71	174,241.13	188,007.56	+7.9%
05-RESERVATION FEE	9,700.00	15,090.00	17,590.00	
06-CANCELLATION FEE	880.00	430.00	2,560.00	
07-MODIFICATION FEE	240.00	160.00	710.00	
09-MVEF-ANNUAL	1,868.23	3,784.87	2,876.04	-24.01%
10-MVEF-DAILY	27,277.52	49,960.71	48,463.61	-3%
14-SPECIAL EVENT FEES (Derby)	0.00	18.86	526.54	
38-CABINS AND YURT RENTALS	19,359.25	23,761.13	19,665.00	-17.24%
Total-1040-RECREATIONAL FEES	150,263.94	267,451.70	280,493.75	+4.88%
Total 1205-OTHER LIC PER & FEES	333.00	441.00	372.00	
Total 1001-LICENSE PERMIT & FEES	150,596.94	267,892.70	280,865.75	
Total 1000-LICENSE PERMIT & FEES	150,596.94	267,892.70	280,865.75	+4.84
02-RESALE ITEMS	515.88	1,458.27	2,008.97	+37.76%
04-FIREWOOD PRODUCTS	317.59	365.36	56.44	
Total 1500-SALE SVC GOOD & PROPERTY	833.47	1,823.63	2,065.41	+13.26%
Total- 2715-RENT	270.27	325.00	494.65	
Total 2735-Concesson Leases	0.00	0.00	600.00	
Total 2701-RENT AND LEASE INCOME	270.27	325.00	1,094.65	
Total 2500-INT, RENT & INV INC	270.27	325.00	1,094.65	+236.82%
Total 3615- CONTRIBUTION/DONATION	79.38	802.39	709.41	-11.59%
Total 3624-CASH DRWR OVER/SHORT	-4.88	-14.00	-123.49	+782.07%
Total 3690-OTHER MISC REVENUE	187.50	295.50	276.00	
Total 3601-MISCELLANEOUS REVENUE	262.00	1,083.89	861.92	
Total 3500-OTHER REVENUE	262.00	1,083.89	861.92	-20.48%
Total-HENRYS LAKE	151,962.68	271,125.22	284,887.73	+5.07%



STANDARD CONCESSION AGREEMENT

No. _____

IDPR Name and Address: Division of Operations
Idaho Department of Parks and Recreation
PO Box 83720
Boise ID 83720-0065

Concessionaire Name and Address: Lessee Name
Address 1
Address 2
City, State, Zip

Term: Commencement: January 1, _____
Expiration: December 31, _____

Concession Location: _____ State Park. For specific location of Concession Premises see Attachment B.

Required Dates of Operation: _____ to _____, annually.

Rent: Initial rent is _____ % of annual gross receipts.
See section 7 of Attachment A.
Rent is due on or before _____ of each year of this Agreement.

Agreement: IDPR, in consideration of the rent paid and the covenants, conditions and restrictions hereinafter set forth in this Agreement (including all Attachments), does hereby grants to Concessionaire and Concessionaire accepts from IDPR, the privilege to use and occupy the designated Premises for the purpose of providing the required and optional concession services and facilities as set forth in this Agreement and in Attachment C, *Special Terms and Conditions*.

Liability Insurance: See Section 12, Attachment A.

Index: DATA PAGE
SIGNATURE PAGE

ATTACHMENT A – GENERAL TERMS AND CONDITIONS
ATTACHMENT B – CONCESSION PREMISES
ATTACHMENT C – SPECIAL TERMS AND CONDITIONS
ATTACHMENT D – GROSS RECEIPTS REPORTING FORM

This Agreement, including the Data Page, Signature Page and all Attachments (which are incorporated herein in their entirety) is made and entered into by and between IDPR and Concessionaire.

IDPR SIGNATURE

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed the day and year first above written.

SIGNED: IDAHO DEPARTMENT OF PARKS AND RECREATION

BY: David Langhorst, its Director

State of Idaho)
 :s
County of Ada)

On this _____ day of _____, in the year _____, before me, a Notary Public in and for said State, personally appeared DAVID LANGHORST, known to me to be the director of the Idaho Department of Parks and Recreation, that executed the within instrument, and acknowledged to me that the Idaho Department of Parks and Recreation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last above written.

Notary Public for IDPR of Idaho
Commission expires:

CONCESSIONAIRE SIGNATURES

By signing, Concessionaire/s verify receipt, review, and acceptance of all attachments and terms and conditions.

x _____ x _____
(Concessionaire) (Concessionaire)

STATE OF _____)
 :s
COUNTY OF _____)

On this _____ day of _____, in the year _____, before me, a Notary Public in and for said State, personally appeared _____
_____ known to me to be the person(s) who executed the instrument as Lessee, and acknowledged to me that such person(s) executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the day and year last above written.

Notary Public
Commission expires:

1. Definitions.

1.1 Agreement. This written agreement, including the Agreement Data Page, the Signature Page, Attachment A, *General Terms and Conditions*, Attachment B, *Concession Premises*, and Attachment C, *Special Terms and Conditions*.

1.1.1 Incorporation of Plans and Agreements. The term "Agreement" incorporates by reference any concession plan, park master plan, lease with the United States or other Park landowner, and/or management agreement for the Park, as each is amended from time to time, and each of which is incorporated by reference into this Agreement.

1.2 Concession. The grant of the right by IDPR to use the Premises to undertake and profit by a specified activity, and any and all business activities and commercial transactions undertaken by Concessionaire on the Premises..

1.3 Concessionaire. The person or entity to which concession rights are granted by this Agreement.

1.4 Improvements. Buildings, structures, fixtures, appliances, sidewalks, landscaping, docks, pilings, or other additions to the Premises, whether permanent, semi-permanent, or short-term. For the purposes of this Agreement, fixtures shall include all windows, doors, awnings and all apparatus, equipment, or articles used to supply heat, gas, air conditioning, water, light, power, refrigeration, cooking, and ventilation that is physically attached to and an integral part of building or improvements existing upon the Premises.

1.5 IDPR. The Idaho Department of Parks and Recreation, an executive department of the State of Idaho, overseen and administered by the Idaho Park and Recreation Board.

1.6 Premises. The real property described in Attachment "B" upon which the rights granted by this Agreement may be exercised.

1.7 Park Manager. The person, as designated by the Director of IDPR, responsible for administering and supervising the state park or IDPR owned land where the Premises is located. IDAPA 26.01.10.010.06.

2. Authority. IDPR is authorized by Idaho Code §§ 67-4204, 67-4210, and 67-4223(7) to grant concessions to proper and desirable parties to provide places of refreshment or to provide recreational facilities within state parks. IDAPA 26.01.20.650 provides that no "person, firm, or corporation may operate any concession, business, or enterprise within lands administered by the department without written permission or permit from the [Idaho Park and Recreation Board]."

3. Operations. Concessionaire shall provide the required facilities and services each year of the Agreement during the dates specified on the data page.

- 3.1** Concessionaire is encouraged to be open for service before and after the above dates to better service park visitors, provided, that concession operations occurring outside the dates specified on the data page require approval of the Park Manager. IDPR reserves the right to require changes in the dates and times of required and optional services to ensure adequate service to the public and avoid conflict with other authorized uses occurring within the Park. Concessionaire shall provide IDPR with an operation schedule indicating times of operation.
- 3.2** The Park Manager may require the temporary cessation or other changes in Concessionaire's operations when, in the Park Manager's discretion, such changes are necessary to protect Park resources, to protect the health, safety, and welfare of Park visitors, to avoid conflict with other authorized uses occurring with the Park, or in the event of adverse weather conditions.
- 3.3** Concessionaire, its employees and representatives shall conduct themselves in such a manner as to promote a positive image for the concession business, the Park, and IDPR.
- 3.4** Concessionaire shall keep the Premises in a clean and sanitary condition at all times.
- 3.5**
- 4. Premises.** Concessionaire's operations shall be limited to the Premises identified in Attachment B. Within the designated Premises Concessionaire shall have the exclusive privilege of providing the specified concession services and facilities.

 - 4.1 Concessions Outside Premises.** Nothing herein shall be construed as granting to Concessionaire the privilege of providing concession services and facilities on any state park lands outside the Premises, and IDPR reserves the right to grant concession privileges to other persons on those portions of the subject state park that are outside the Premises; whether or not those concession services and facilities are similar to those operated by Concessionaire, provided, that in the event IDPR determines to grant concession privileges in those portions of the subject state park that are outside the Premises and similar to those required services and facilities identified in Attachment C, *Special Terms and Conditions*, then Concessionaire shall have the right of first refusal for any such concession agreement offered by IDPR under such terms and conditions as IDPR may then prescribe.
 - 4.2 No Right of Exclusion.** Concessionaire acknowledges that the Concession Premises are State Park lands open to public use and that IDPR reserves the right to authorize others to use the Concession Premises, excepting facilities owned by, or leased to, the Concessionaire, so long as such uses do not unreasonably interfere with Concessionaire's business operations.
 - 4.3 As-Is.** Concessionaire accepts the Premises in its present condition with all faults or hazards, whether patent or latent, and without warranties or covenants, express or implied, regarding the

suitability of the Premises for operating purposes. Concessionaire acknowledges that IDPR shall have no duty to maintain, repair, or improve the Premises or otherwise make them suitable for Concessionaire's use. If any portion of the Premises is destroyed, IDPR shall have no obligation to replace or restore such portion of the Premises.

5. Term. The term of this Agreement shall be specified on the Data Page.

5.1 Renewal. IDPR does not grant Concessionaire the right to automatically renew this Agreement for an additional period of time. However, if IDPR, at the expiration of this Agreement, desires to lease the Premises again, and if IDPR, in its sole discretion, concludes that Concessionaire's performance of this Agreement has been satisfactory, and Concessionaire is not in default or breach as set forth in Section 14 of this Agreement, then IDPR may, but is not required to, grant Concessionaire the first right to accept a new agreement under such terms and conditions as IDPR may then prescribe and under the following conditions.

5.1.1 Concessionaire shall first notify IDPR in writing of its desire to renew this Agreement sixty (60) days prior to its expiration. If IDPR desires to renew this Agreement, it shall notify the Concessionaire in writing of the terms and conditions that IDPR may then desire to prescribe. Mailing to the last known address of Concessionaire shall constitute notification to Concessionaire. Concessionaire shall then have thirty (30) days from the date of that mailing to notify IDPR of its acceptance of the terms and conditions prescribed by IDPR. Acceptance shall be complete only if received by IDPR in writing and within the time prescribed.

5.1.2 Section 5.1 shall not apply in the event IDPR terminates this Agreement for cause or in the event of early termination of this Agreement by Concessionaire.

5.1.3 Section 5.1 shall not apply to any concession agreement offered by IDPR more than twelve (12) months after the expiration of this Agreement.

5.2 Holdover. If Concessionaire holds over after the expiration of the term of this Agreement with the express or implied consent of IDPR, such holding over shall be deemed to be a month-to-month tenancy of the Premises otherwise subject to the terms of this Agreement. During such month-to-month tenancy, Concessionaire shall pay monthly rental in the amount of one-twelfth (1/12) the prior year's annual rental, as calculated pursuant to Section 7 herein, or fifteen percent (15%) of that month's gross receipts, whichever is greater. Payment shall be made on or before the first day of each month in the manner set forth in Section 7.

6. Going Concern. Blue Sky, Business Values of Concession Operations. Concessionaire's rights and privileges are limited to those rights and privileges specifically granted in this Agreement and Concessionaire's business operations upon the Premises shall not, as between IDPR and Concessionaire,

accrue any value for going concern, good will, blue sky, business values, trade name, or other intangible property.

- 7. Rental.** Concessionaire shall pay to IDPR each year during the term of this Agreement that percentage (%) of gross receipts as specified on the Data Page. Payment for each year shall be made on or before the date specified on the Data Page. Payment shall be made to the order of the Idaho Department of Parks and Recreation, P.O. Box 83720, Boise, Idaho 83720-0065.

 - 7.1 Late payments.** Late Payments shall accrue interest at the legal rate of interest as set by the State Treasurer for the accrual of interest on judgments until paid. Payments that are more than thirty (30) days late will constitute a breach of this Agreement absent a written addendum to this Agreement signed by both parties.
 - 7.2 Reporting of Gross Receipts.** Gross Receipts shall be reported to IDPR on the attached *IDPR Concessionaire Gross Receipts Reporting Form* (Attachment D). The Form shall be submitted to IDPR at the time of each payment. The Form shall be accompanied by an appropriate certification that all gross receipts during the yearly accounting period have been duly and properly reported to IDPR
 - 7.3 Definition of Gross Receipts.** Gross receipts, as used in this Agreement, shall include all monies and anything else of value received by Concessionaire from the sale, rental, or provision of goods, services, or facilities, or from any other business whatsoever conducted by Concessionaire on the Premises, whether such goods, services and activities are required by this Agreement or optional, excepting an allowance of deductions for sales or excise taxes imposed by any governmental entity and collected by Concessionaire.
- 8. Record-Keeping.** Concessionaire shall keep true and accurate books and records showing all of its business transactions in separate records of account for the concession in a manner acceptable to IDPR. IDPR shall have the right to examine daily sales records kept on the Premises during regular business hours of Concessionaire; provided that such examination does not unreasonably interfere with Concessionaire's operation of the concession. IDPR shall have the right to examine all other books and records, including but not limited to inventory records and certified State of Idaho Sales Tax Return Records, provided that IDPR shall treat such records as confidential and not divulge them to third parties except in the event of litigation. IDPR shall examine books and records only upon reasonable notice and only at such times as will not unreasonably interfere with Concessionaire's operation of the concession. IDPR further shall have the right to examine all such books and records at any time within two (2) years of

termination or expiration of this Agreement, or until such time that a final audit is concluded as to Concessionaire's business under this Agreement, whichever event occurs first.

8.1 Concessionaire shall install and maintain inventory, bookkeeping, and accounting methods, and methods of collection of monies, which shall permit IDPR to accurately compute the gross revenue of Concessionaire.

8.2 Concessionaire shall, at its own expense, install and maintain such cash register equipment as will provide a continuous registering tape and show sales breakdown as to major categories of items sold. Concessionaire shall also maintain at its own expense a sales journal, cash disbursement journal, and general ledger.

9. Quality of Goods and Services. Concessionaire shall engage in best business practices and strive to provide high-quality goods and services. All food items and food service, if any, provided by Concessionaire shall comply with the Rules of the Idaho Department of Health and Welfare governing Food Safety and Sanitation Standards for Food Establishments as enforced by the applicable municipal government or District Health Department. Copies of all permit-licenses and inspection reports issued by a municipal government or District Health Department shall be made available to the Park Manager. IDPR shall have the right to prohibit the sale of any item or to order the improvement of any service or equipment not satisfying the above requirements.

9.1 The Concessionaire shall serve the public courteously and efficiently. All services should serve to enhance IDPR's mission of improving the quality of life through outdoor recreation and resource stewardship. The Concessionaire shall cooperate with Park staff in providing interpretative service to the public and in promoting the Park and its programs. The Concessionaire shall present a positive image of the Park and provide accurate information of the Park and its programs. These requirements also apply to any employee, agent, or representative of the Concessionaire.

9.2 The Concessionaire shall not employ or retain in its services, or permit to remain upon the Concession Premises, any person declared by IDPR to be unfit for such employment or otherwise objectionable. The Concessionaire and its employees are expected to maintain high standards of grooming and cleanliness, to the satisfaction of IDPR.

10. Control of Rates and Charges. Concessionaire agrees that any fees and all rates and prices charged by Concessionaire for goods, beverages, food, and services furnished or sold to the public may be subject to review and approval by IDPR. Concessionaire shall, by May 1 of each year, submit to IDPR for approval a list of the fees, rates, and prices proposed for the following operating season. Such submission shall also include, but is not limited to, ounces per serving, fat content of meat, and any other information necessary to determine the quality and quantity of goods, beverages, food, and services furnished or sold to the public. Prices charged by Concessionaire shall be reasonably related to the quality and quantity of the

items sold. If IDPR determines that any price is not so related, IDPR may order that the price be modified. IDPR may not require a modification in price that would prevent Concessionaire from realizing a reasonable profit on items sold. Concessionaire shall keep a schedule for such fees, rates, or prices posted at all times in a conspicuous place on the Premises.

11, Improvements. Concessionaire is granted the right to use those improvements, if any, included with the Premises as identified in Attachment B, *Description of Premises*. IDPR makes no warranty as to the suitability of such improvements for Concessionaire's use; all such improvements are leased to Concessionaire "as is." Concessionaire shall, at its own expense, maintain the Premises and all improvements thereon in clean, healthful, and safe condition, in accordance with applicable state, county, and federal laws and regulations, and in a condition comparable to other improvements within the Park. If, after reasonable notice, Concessionaire fails to undertake repairs necessary to maintain such conditions, IDPR shall have the right to perform such maintenance or repairs and Concessionaire shall promptly reimburse IDPR for the cost thereof, provided that IDPR shall first give Concessionaire fifteen (15) days written notice of its intention to perform such maintenance or repairs to enable Concessionaire to perform such maintenance or repairs at its own expense.

11.1 Construction and Modification of Improvements. If the Concessionaire should undertake at its own expense any construction, alterations, or modification of the Premises, the Concessionaire shall submit, for the review and prior written approval of IDPR, all plans, drawings, and specifications. IDPR shall approve, reject, or require modifications of such plans within forty-five (45) days after submission of those plans to IDPR. Unless otherwise agreed to in writing by IDPR prior to construction or modification, Concessionaire shall be responsible for all costs associated with the construction, alteration, or modification of improvements.

11.2 Emergency Repairs. In the event of any emergency such as vandalism, fire, wind, flooding, hail or other act of God, which threatens damage to the Premises or harm to the public, IDPR may immediately act to stop such emergencies and mitigate any potential damage to the Premises. IDPR shall notify Concessionaire of any emergency circumstances, action, or repair and shall request that Concessionaire make further repairs necessitated by such emergency. Concessionaire shall reimburse IDPR for all reasonable repairs made pursuant to this emergency provision.

11.3 Liens. Concessionaire shall not allow or suffer any liens of any kind or nature to be effected on or enforced against the Premises or against any improvements thereon, including, but not limited to, any mechanics' liens or material suppliers' liens for any work done or materials furnished on the Premises at Concessionaire's instance or request. Concessionaire shall ensure that full payment is made for any and all materials joined or affixed to the Premises pursuant to this Agreement for any and all persons who perform labor on the land.

12. Insurance. Concessionaire shall obtain and maintain insurance at its own expense as required herein for the duration of this Agreement, and comply with all limits, terms and conditions stipulated. Policies shall provide, or be endorsed to provide, all required coverage. Concessionaire shall provide certificates of insurance or certified endorsements as applicable for the insurance required. The Concessionaire shall not provide required or optional concession services or facilities or transact business on the Premises until satisfactory evidence of all required insurance is provided to the state.

12.1 All insurance, except for Workers Compensation, shall be endorsed to name the State of Idaho and the Idaho Department of Parks and Recreation as Additional Insureds. Concessionaire shall provide to IDPR a certified endorsement naming the State of Idaho and the Idaho Department of Parks and Recreation as Additional Insureds.

12.2 All insurance shall be with insurers rated A-, VII, or better in the latest Bests Rating Guide, and be in good standing and authorized to transact business in Idaho. The coverage provided by such policies shall be primary. Policies may contain deductibles, but such deductibles shall not be deducted from any damages due the State.

12.3 If any of the liability insurance required for this Agreement is arranged on a “claims-made” basis, “tail coverage” will be required at the completion or termination of this Agreement for a duration of twenty-four (24) months thereafter. Continuous “claims-made” coverage will be acceptable in lieu of “tail-coverage” provided the retroactive date is on or before the effective date of this Agreement, or twenty-four-months “prior acts” coverage is provided. Concessionaire will be responsible for furnishing certification of “tail coverage” or continuous “claims-made” coverage.

12.4 By requiring insurance herein, IDPR does not represent that coverage and limits will necessarily be adequate to protect the Concessionaire, and such coverage and limits shall not be deemed as a limitation on the Concessionaire’s liability under the indemnities granted to the state.

12.5 Concessionaire shall maintain insurance in amounts not less than the following:

12.5.1 Commercial General Liability (CGL) with a limit of not less than \$1,000,000 each occurrence, and \$1,000,000 annual aggregate, if defense is outside the limits. If defense is inside the limits, the limit must be \$2,000,000 each occurrence, and \$2,000,000 aggregate. If necessary, a commercial umbrella or excess policy may be used to meet the limits required, providing the CGL is listed on the underlying insurance in the umbrella or excess policy, and the umbrella/excess policy meets the requirements above for acceptable carriers.

12.5.2 Automobile Liability including owned, non-owned, and hired liability with a limit of not less than \$1,000,000 each occurrence, and \$1,000,000 aggregate. If necessary, a commercial umbrella or excess policy may be used to meet the limits required, providing the Auto is listed

on the underlying insurance in the umbrella or excess policy, and the umbrella/excess policy meets the requirements above for acceptable carriers.

12.5.3 Workers Compensation Insurance in amounts as required by statute in all states in which the contractor performs work, and Employers' Liability with a limit of \$100,000 Bodily Injury by Accident-each Accident, \$100,000 Bodily Injury by disease-each employee, \$500,000 Bodily Injury by Disease-policy limit.

12.5.4 Business property insurance covering all improvements, fixtures, and personal property of Concessionaire upon the Concession Premises. Policy limit shall be sufficient to cover the value of all Concessionaire-owned property upon the Concession Premises, and shall cover all risks to such property unless specifically and explicitly excluded.

13. Hold Harmless Agreement. Concessionaire shall indemnify, defend and save harmless the State, its officers, agents, and employees from and against any and all liability, claims, damages, losses, expenses, actions, attorneys' fees and suits whatsoever caused by or arising out of Concessionaire's negligent or wrongful performance, acts, or omissions under this Agreement or Concessionaire's failure to comply with any state or federal statute, law, regulation or rule. Nothing contained herein shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby expressly reserved.

14. Assignments, Sale of Interest, and Subleases. Concessionaire and/or any person or entity that owns a controlling interest in Concessionaire's ownership shall not assign or otherwise sell or transfer responsibilities under this Agreement or the concession operations authorized hereunder, or sell, or otherwise assign or transfer (including but not limited to mergers, consolidations, reorganizations or other business combinations) a controlling interest in such operations, this Agreement, or controlling interest in Concessionaire's ownership as defined herein, without the prior written consent of IDPR. Failure to comply with this provision or the procedures described herein shall constitute a material breach of this Agreement for which the Agreement may be terminated immediately by IDPR without regard to the procedures for termination set forth in Section 15, and IDPR shall not be obligated to recognize any right of any person or entity claiming an interest in this Agreement or claiming the right to own or operate the concession operations authorized hereunder.

14.1 Concessionaire shall advise the person or entity proposing to enter into a transaction described above that IDPR shall be notified and the proposed transaction is subject to review and approval by IDPR. Concessionaire shall request in writing IDPR's approval of the proposed transaction and shall promptly provide IDPR all relevant documents related to the transaction, including all information necessary for IDPR to evaluate the fitness and ability of the prospective Concessionaire to carry out the terms of this Agreement in a manner satisfactory to IDPR.

- 14.2** IDPR in exercising its discretionary authority herein shall, among other matters, take into consideration the management qualifications of any individual or entity that would obtain an interest in facilities or services authorized hereunder, the experience of any such individual or entity with similar operations, and the ability of any such individual or entity to operate the concession authorized hereunder in the public interest under the regulation of IDPR.
- 14.3** For the purposes of this section, the term “controlling interest” in Concessionaire’s ownership shall mean, in the instance where Concessionaire is a corporation or limited liability company, an interest beneficial or otherwise of sufficient outstanding voting securities or capital of Concessionaire so as to permit exercise of substantial managerial influence over the operations of the Concessionaire; and, in the instance of a partnership, limited partnership, joint venture, or individual entrepreneurship, any beneficial ownership of the capital assets of Concessionaire sufficient to permit substantial managerial influence over the operations of Concessionaire shall constitute a controlling interest for purposes of this Agreement.
- 14.4** No mortgage shall be executed and no bonds or other evidence of interest in, or indebtedness upon the assets or proposed assets of Concessionaire, including this Agreement, shall be issued except for the purpose of installing, enlarging, or improving facilities and equipment for the accommodation of the public upon the Premises and then only with the prior written consent from IDPR. In the event of default on such mortgage, encumbrance or other indebtedness or of other assignment or transfer, the creditor or any assignee thereof shall succeed to the interest of Concessionaire in such assets, if any, but shall not thereby acquire any operating right or privilege in or to the operation of the concession, or the Premises, pursuant to this Agreement, without the express prior written consent of IDPR, and any improvements so acquired shall remain subject to the terms of sections 16.2 and 16.3 herein. .
- 14.5** In the event that approved improvements are financed by any outside investors, Concessionaire shall disclose the identity of said investors to IDPR.
- 14.6** In the event that IDPR shall approve assignment of this Agreement to any other person or entity, Concessionaire shall pay to IDPR an amount equivalent to ten percent (10%) of the assignment price, minus the amount paid by the assignee for any buildings, improvements, appurtenances, and fixtures owned by Concessionaire existing upon the Premises.
- 14.7** Concessionaire shall not sublease any portion of the Premises, including Concessionaire-owned improvements or facilities thereon, to any other person or entity.

15. Termination for Breach.

- 15.1 Violations.** Each term and condition of this Agreement is material, and default as to, or breach of any, of these terms by Concessionaire shall be grounds for termination of the entire Agreement by

IDPR. Any material violation by Concessionaire of any rule or regulation now in force or hereafter adopted by the Board, shall be grounds for termination of this Agreement. The determination of whether a violation constitutes a material violation subjecting this Agreement to termination shall rest solely in the discretion of the IDPR.

15.1.1 A material violation of this Agreement shall be deemed to occur if Concessionaire files a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act or if involuntary proceedings under any bankruptcy act or insolvency act be instituted against Concessionaire or if a trustee or receiver is appointed of any property of Concessionaire.

15.2 Violation of Land and Water Conservation Fund Act Requirements. All concession operations must comply with the provisions of the Land and Water Conservation Fund Act (LWCF) and implementing guidelines (36 Code Federal Regulations 59), including, but not limited to, provisions requiring the leased area to be maintained as a public outdoor recreation facility, not as a private area; the provision requiring fees to be competitive with fees for similar private facilities; and compliance with all Civil Rights and accessibility legislation (e.g., Title VI of Civil Rights Act, Section 504 of Rehabilitation Act, and Americans with Disabilities Act), with such compliance indicated by signs posted in visible public areas, statements in public information brochures, etc. Noncompliance with LWCF requirements shall be deemed a material violation of this Agreement and cause for termination.

15.3 Notice of Violation. IDPR shall provide written notice to Concessionaire of any Agreement or rule violation and shall allow Concessionaire thirty (30) days from service of the notice to cure the violation.

15.4 Notice of Termination. Agreement or rule violations which have not been cured within thirty (30) days of receipt of the notice of violation shall subject the Agreement to termination. Notice of termination shall be in writing and shall be effective upon service.

15.5 Administrative Fees. Prior to the termination, Concessionaire may elect to pay the Department's administrative costs associated with enforcing the terms of this Agreement, and the IDPR may agree to accept payment of such costs in lieu of termination for each day that such violation went uncorrected over and beyond the thirty day grace period provided in section 15.3 of this Agreement. IDPR and Concessionaire agree that such administrative costs are fixed at fifty dollars (\$50) for each day that the violation goes uncorrected, up to a maximum of one thousand, five hundred dollars (\$1,500).

15.6 Immediate Termination; No Opportunity to Cure. IDWR shall not be required to provide advance written notice or a cure period and may immediately terminate this Agreement in whole or in part if

IDWR, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis.

15.7 Reinstatement. Not later than thirty (30) days following the termination of this Agreement for cause, the Concessionaire may submit to the IDPR a written request for reinstatement setting forth good cause why the Agreement should be reinstated. At the Director's discretion, the Agreement may be reinstated upon the payment of a reinstatement fee of four hundred dollars (\$400), and upon such other terms and conditions as the Director deems appropriate.

15.8 Termination by Concessionaire. Concessionaire may terminate this Agreement at any time by giving one year written notice to IDPR of its intent to terminate.

16. Concessionaire's Obligations and Rights Upon Termination or Expiration. At the expiration or early termination of this Agreement, Concessionaire shall, within thirty (30) days thereafter, remove from the Premises or otherwise dispose of in a manner satisfactory to IDPR all personal property belonging to Concessionaire, and restore the Premises to as good a condition as the same were in at the date of this Agreement. If removal and restoration is not completed within thirty (30) days after termination, IDPR may, at its election, perform the work and bill Concessionaire for the costs thereof. Concessionaire shall pay such bill within thirty (30) days of receipt.

16.1 Payment of Rent Due. Upon termination, the annual rent for the year in which termination occurs (i.e., the specified percentage of gross receipts received up to the date of termination), as well as any unpaid annual rent from previous years, shall be considered at once due and payable by Concessionaire without notice by IDPR.

16.2 Improvements and Fixtures. Unless agreed otherwise in writing prior to construction of improvements by Concessionaire, upon expiration of this Agreement or early termination of this Agreement for cause, all improvements and fixtures constructed or installed by Concessionaire during the term of this Agreement shall be considered the property of IDPR, with no further compensation due to Concessionaire.

16.3 Option to Require Removal. At IDPR's option, Concessionaire shall, upon the expiration or termination of this Agreement, be required to remove from the Premises or otherwise dispose of in a manner satisfactory to IDPR, those improvements and fixtures constructed or installed by Concessionaire that are not acceptable to IDPR. If IDPR elects to require Concessionaire to remove any improvements or fixtures, Concessionaire shall do so and restore the Premises to as good a condition as the same were in at the date of this Agreement. If removal and restoration is not completed within thirty (30) days after termination, IDPR may, at its election, perform the work and bill Concessionaire for the costs thereof. Concessionaire shall pay such bill within thirty (30) days of receipt.

16.4 Bankruptcy. If, upon bankruptcy or insolvency of Concessionaire, IDPR does not elect to terminate this Agreement pursuant to Section 14.1.1, any use, assignment, or disposition of buildings, improvements, appurtenances, and fixtures existing upon the CONCESSION PREMISES by a trustee or receiver shall be subject to the terms of this Agreement.

16.5 Going Concern. Blue Sky, Business Values. Concessionaire waives any claim that it is entitled to compensation for going concern, good will, blue sky, business values, trade name, or other intangible property upon expiration or termination of this Agreement, regardless of whether IDPR intends to continue similar business operations upon the Premises or offer an opportunity to a successor concessionaire to operate a similar business upon the Premises.

17. Repair and Maintenance Fund. Concessionaire shall maintain a repair and maintenance fund into which one percent (1%) of Concessionaire's annual gross revenue shall be deposited. This fund shall remain Concessionaire's property, shall be accounted for separately from Concessionaire's other funds, and may only be spent with the consent and approval of IDPR, and will be accessible to IDPR on demand in the event Concessionaire fails to maintain the Premises as specified in this Agreement.

18. Equipment. Except as otherwise specified in the Special Term and Conditions, Concessionaire at its own expense shall provide the Premises with all equipment necessary for the services required under this Agreement. The quality and maintenance of such equipment shall comply with all applicable laws and regulations, including but not limited to the rules of the Idaho Department of Health and Welfare governing Food Safety and Sanitation Standards for Food Establishments.

19. Signs and Advertising. Concessionaire shall not erect any sign on the Premises or in the vicinity thereof, without obtaining the prior written approval of IDPR. No signs containing brand names or products sold at the concession are to be displayed on the exterior of any building without the prior written approval of IDPR.

20. Business Name. Any assumed or fictional business name used by Concessionaire in conjunction with its concession operations upon the Premises shall be subject to the approval of IDPR.

21. Licenses And Permits. Concessionaire shall obtain and pay for all permits or licenses that may be required for the operation of the concession.

22. Compliance With Applicable Laws. Concessionaire shall at all times comply with all applicable laws, ordinances, and regulations of IDPR, the State of Idaho, the United States, as well as any applicable county or city ordinances. Violation of such laws, ordinances, or regulations may be considered as cause for termination of this Agreement.

23. Utilities. Concessionaire shall at its own expense be responsible for the extension, hookup, and metering of all utilities used in connection with the Premises where separate metering is available. All new utilities, including electrical wiring, shall be installed underground. Concessionaire shall be responsible for the

accrual and payment of all utility charges or fees, commencing seven days prior to the first open business day. The termination of this responsibility will occur seven (7) days after the close of the last business day.

23.1 IDPR-Supplied Water. If IDPR supplies water to the Premises, it will do so without charge, provided that such supply shall be for the term of this Agreement only. IDPR shall not be responsible for improvement of the water supply beyond that quantity and quality existing as of the date of this Agreement, and IDPR shall not be liable for any damages due to the failure in the supply of water. IDPR shall give reasonable notice to Concessionaire of any temporary discontinuance of the water supply due to repair or maintenance.

23.2 Trash Service. IDPR will haul normal concession-generated garbage during regularly scheduled maintenance runs if it is properly bagged and placed in trash collector.

24. Right To Access. IDPR shall have access to the Premises and to each part thereof during the regular business hours of Concessionaire for the purpose of inspecting the Premises and daily sales records.

Concessionaire shall have the right at all times to travel across Park property on a route approved by IDPR to get to and from the Premises in order to keep the Premises open during regularly scheduled business hours.

25. Taxes. Concessionaire shall pay all lawfully-levied taxes on personal property and improvements belonging to Concessionaire located on the Premises. Concessionaire shall pay all sales and other taxes levied against the operation of the concession. Concessionaire shall pay all taxes or assessments or charges, which at anytime may be lawfully levied upon any interest in this Agreement or any possessory right that Concessionaire may have in or to the Premises. Concessionaire shall provide IDPR with a valid tax identification number.

26. Waiver of Agreement Terms. No waiver by either party at any time of any of the terms, conditions or covenants of this Agreement shall be deemed a waiver at any time thereafter of the same or any other term, condition or covenant herein contained, nor of the strict and prompt performance thereof. No delay or failure by IDPR to reenter the Premises or to exercise any right, power or privilege or option arising from any default, nor any subsequent acceptance of rent then or thereafter accrued shall impair any such right, power, privilege or option held by IDPR, or be construed as a waiver of such default or relinquishment of any rights herein. No option, right, power, remedy or privilege of IDPR shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options and remedies given to IDPR by this concession Agreement shall be deemed cumulative.

27. Marketing and Media: IDPR and Concessionaire will coordinate their media and marketing activities. Such coordination shall address but shall not be limited to the following: trade names, logos or marks, materials, websites, press releases, press outings and press conferences, logoed apparel and

merchandise, and events. IDPR shall retain the right to reject any material inappropriate to the mission of IDPR. The Concessionaire shall have the right to use the park name and to reference materials published by IDPR in carrying out its marketing and media activities. The Concessionaire shall have the right to purchase and/or develop web domain names, names, and logos or marks in the commercial development the Concession. The Concessionaire and IDPR shall work diligently to protect the said names and marks in all their forms. The Concessionaire is authorized to make exclusive use of these names and marks for commercial purposes, i.e., logoed merchandise, 'official energy bar of...' type partnerships, etc., in conjunction with ongoing operation of approved activities as contained in the Concession Agreement, and with written approval by IDPR, for development of products. Nothing in this section precludes the State of Idaho from the use of the names and logos for non-commercial purposes or for the production of pins or other memorabilia for State of Idaho activities. Upon termination of this Concession Agreement, domain names developed in this connection shall be available on the basis of first right of refusal for purchase by IDPR from the Concessionaire for the total amount of one dollar (\$1.00) for each domain name. Names and logos shall be available on the basis of first right of refusal for purchase by IDPR for their cost of development, but not more than \$1,000 each.

- 28. Concession Performance Review:** A performance review shall be conducted every year during the term of this contract to determine the Concessionaire's compliance with the Agreement provisions and to evaluate performance. During these reviews, visitor services and corresponding fees charged by the Concessionaire shall be reviewed and be subject to approval of IDPR. Revenue (e.g. rent) paid to IDPR shall also be reviewed, and such fees may be adjusted up or down by mutual agreement of both contracting parties.
- 29. IDPR Consent.** Whenever any action by Concessionaire requires IDPR's consent pursuant to a provision in this Agreement, IDPR's consent to such action shall be strictly construed to apply to the specific action to which such consent applied and not to imply consent to any similar or subsequent actions by Concessionaire or waiver of any rights provided to IDPR by this Agreement. Consent of IDPR to any action of Concessionaire must be explicit; no provision in this Agreement shall be construed to allow consent by omission.
- 30. Complete Statement of Terms.** No other understanding, whether oral or written, whether made prior to or contemporaneously with this Agreement, shall be deemed to enlarge, limit, or otherwise affect the operation of this Agreement. All rights of Concessionaire and the legal relations of IDPR and Concessionaire are defined herein and no rights not specifically identified herein are intended.
- 31. Modification.** Notwithstanding any of the provisions hereof; the parties hereinafter, by mutual consent, may agree to written modifications or additions to this Agreement, subject to approval of the Idaho Park and Recreation Board. No modification, release, discharge, change, or waiver of any provision hereof shall be

of any force, effect, or value unless it is in writing and signed by both parties to this Agreement. IDPR shall have the right to grant reasonable extensions of time to Concessionaire for any purpose, or for performance of any obligation of Concessionaire hereunder.

- 32. Severability.** If any term or provision of this Agreement is declared invalid or becomes inoperative for any reason, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be continued and enforced as if the invalid term or provision were not contained in this Agreement.
- 33. Officials, Agents, and Employees of IDPR Not Liable.** It is agreed by and between the Parties that in no event shall any official, officer, employee, or agent of the State of Idaho be in any way liable or responsible for any covenant or agreement contained in this Agreement, express or implied, nor for any statement, representation, or warranty made in or in any way connected with this Agreement or the Premises. In particular, and without limitation of the foregoing, no full-time or part-time agent or employee of the State of Idaho shall have any personal liability or responsibility under this Agreement, and the sole responsibility and liability for the performance of this Agreement and all of the provisions and covenants contained in this Agreement shall rest in and be vested with the State of Idaho.
- 34. Terms Binding Upon Successor.** All the terms, covenants, and conditions of this Agreement shall inure to the benefit of and be binding upon the successors and assignees of the parties hereto. The provisions of this Section shall not be deemed as a waiver of any of the conditions against assignment set forth above.
- 35. Non-Discrimination.** Concessionaire and its employees shall not discriminate against any person because of race, gender, color, ancestry, national origin, or disability by refusing to furnish such person any accommodation, facilities, services, or privileges offered to or enjoyed by the general public. Nor shall Concessionaire or its employees publicize the accommodations, facilities, services, or privileges in any manner that would directly or inferentially reflect upon or question the acceptability or the patronage of any person because of race, gender, religion, color, ancestry, national origin or disability.

In the performance of this Agreement, Concessionaire shall not discriminate against any employee or applicant for employment because of race, gender, color, religion, national origin or disability.

Concessionaire shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, gender, color, religion, ancestry, national origin or disability. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

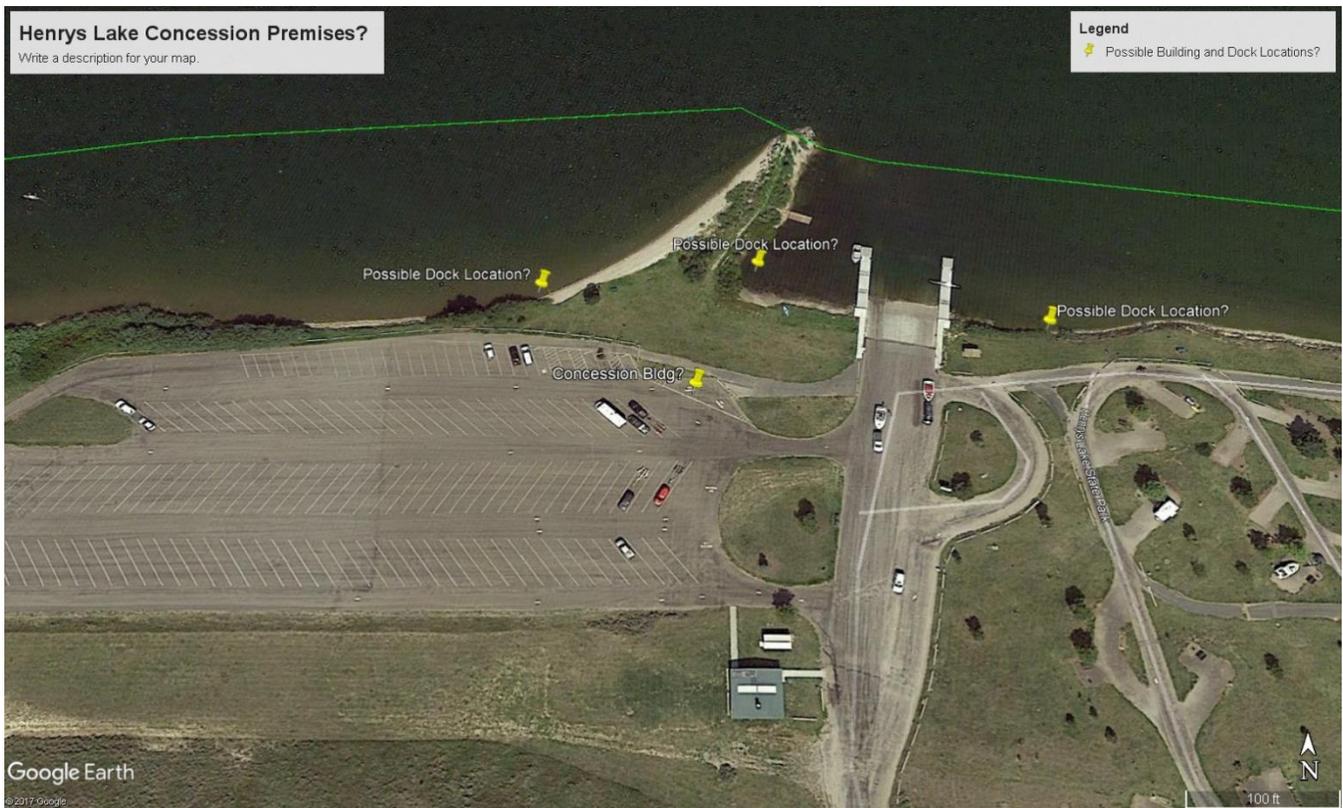
Concessionaire shall permit access to its records of employment, employment advertisement, application forms and other pertinent data and records by any agency of IDPR designated for the purpose of investigation to ascertain compliance with Title 67, Chapter 59, Idaho Code.

- 36. Time of the Essence.** Time is expressly declared to be of the essence in this Agreement.
- 37. Notices.** Any notice given under the terms of this Lease shall be deemed given and delivered when personally delivered or if mailed, the date same is deposited in the United States Mail, and mailed by regular or certified mail, postage prepaid and properly addressed to the appropriate party. Notices to Concessionaire shall be addressed to Concessionaire at the address designated in the Data Page of this Lease. Notices to IDPR shall be addressed to IDPR at the address designated in the Data Page of this Lease.
- 38. Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Idaho.
- 39. Special Terms and Conditions.** Attachment A sets forth the general terms and conditions applicable to all concessionaires. Attachment C sets forth the Special Terms and Conditions applicable to the signatory Concessionaire. In the event of any conflict between the General Terms and Conditions in Attachment A, and the Special Terms and Conditions in Attachment C, the Special Terms and Conditions are deemed to be controlling.

Attachment B
Concession Premises
Legal Description and Map

A portion of the SW ¼ SW ¼ of Section 15, Township 15 North, Range 43 East, B.M., as further designated in the map below. Specifically, that area within a 50 ft. circle of the pin below labeled as “Concession Bldg?” and any approved parking stalls within the immediate vicinity. Additionally, those approved areas within a 50 ft. arc centered on the pins labeled “Possible Dock Locations?”.

**Concession Building Location within the above:
44 37'12.14 N and 111 22'26.05 W**



Attachment C
Special Terms and Conditions

A. REQUIRED SERVICES AND FACILITIES:

1. **PROVIDE MOTORIZED/POWERED EQUIPMENT RENTALS:** for visitors including rental of, but not limited to, boats, personal water craft, ski/wakeboard boats, fishing boats. All State requirements to operate a boat livery shall be followed. All vessels must be registered, properly insured and properly equipped. All vessels must be in good working order and pass an annual Coast Guard Safety Inspection prior to being placed on the water. Concessionaire staff shall be trained in all aspects needed to provide clear and precise instruction to visitors of the park including but not limited to; renting of watercraft and equipment, boating safety, launching boats, minor maintenance, and watercraft fueling.

2. **PROVIDE A STORE:** At Concessionaire's sole expense, purchase, install/erect, and hook up to necessary utilities, a facility, approved by IDPR and meeting all state building requirements, and ADA requirements, to conduct all commercial activities necessary to operate a marina/convenience store that will include; watercraft rentals with associated required boating equipment, the sale of gas, ice, wood, camping and fishing supplies, fishing licenses, clothing, food items, beer, tobacco, and miscellaneous boating supplies (life jackets, ski flags, fire extinguishers, etc.).

The CONCESSIONAIRE shall be responsible for conducting janitorial duties at the Marina store.

3. **PROVIDE NON-POWERED WATERCRAFT RENTALS: and associated equipment (paddles and PFD's).**

4. **PROVIDE FUEL SERVICES:** Manage, operate, repair, and maintain a boat fuel dispensing system. In this connection the CONCESSIONAIRE shall:
 - a. At Concessionaire's own expense, purchase and install a fuel dispensing system.
 - b. The Fuel dispensing system shall meet all state requirements for dispensing fuel on or near waters of the state, and have prior approval of IDPR and any applicable regulatory agency.
 - c. Train employees about what to do in case of fuel spills.
 - d. Turn off fuel pumps at the end of each day's operation.
 - e. Visually check above ground lines for leaks.
 - f. Keep on hand sufficient pads and booms that can collect spills up to 50 gallons.
 - g. Pump nozzles will be manually held and operated while fueling boats.
 - h. Immediately report fuel spills greater than one gallon to the Park Manager.
 - i. Install a boat fueling procedures sign at the pump stations.

- j. Conduct all dispensing of fuel.
 - k. Provide fuel to IDPR at CONCESSIONAIRE'S cost.
 - l. At CONCESSIONAIRE'S own expense, have all site materials and equipment sufficient to contain a fuel spill in his area of operation. Such materials and equipment must meet State Fire Codes.
5. **OPTIONAL SERVICES:** Additional services may be provided by the CONCESSIONAIRE only upon approval of IDPR as given by written amendment to this contract. Such approval may be obtained by the CONCESSIONAIRE through application in writing to the park manager. Concessionaire has the first right to provide these optional services. However, if concessionaire does not choose to provide any of the optional services within one (1) year of the effective date of this agreement, or at any time chooses to discontinue offering any of the optional services, another concessionaire may be given permission to perform such services on a case-by-case basis as approved by the park manager.
- a. Hot food service/Grill type. Serving food such as: Hamburgers, fries Chicken strips, drinks, sandwiches
 - b. Installation of docks and floating break water system for rental fleet. All permits required to place structures upon the waters of the state of Idaho shall be acquired from the Idaho Department of Lands. Design of docks and break water, type of materials/construction, and location to be pre-approved by IDPR.
 - c. Rental facilities such as cabins, yurts or "glamping" type tents and structures. Type of facilities, location, and rates to be pre-approved.
 - d. Dry Storage Area:
 - e. Boat valet and launching service.
6. **OPERATIONS:** In addition to page 1, REQUIRED DATES OF OPERATION and Section 3, OPERATIONS, of Attachment A, the following shall apply:
- a. In peak season from the Friday proceeding Memorial Day through the Labor Day Holiday weekend each year: Concession premises must be open, Monday -Friday, Saturday, Sunday and Holidays 9 AM-7 PM. The concessionaire has the option to operate additional days and hours. Schedules for operations and staff contact information must be provided to the park manager.
 - b. The concessionaire shall obtain emergency medical care for any member of the public who is in need thereof because of illness or injury occurring during concession operations. The concessionaire shall cooperate fully with IDPR and law enforcement agencies in the investigation of any accidental injury or death occurring on or from the concession premises, including a prompt report thereof to IDPR.
 - c. Pre-season Meeting. The Concessionaire and IDPR shall meet prior to the beginning of each service

year with the purpose of optimizing the efforts of the Concessionaire and their staff in providing services to the park visitors and supporting the mission of the park and IDPR.

7. **PREMISES:** In addition to Section 4, Attachment A, the following shall apply:
 - a. The concession's actual operations shall be limited to the area marked as "Concession Premises" (herein referred to as the "Premises") in Attachment B, attached and incorporated by reference into this agreement. Concessionaire's premises shall include such buildings, water areas, grounds, and improvements as are identified by IDPR and shall be used by the Concessionaire solely for the operation of facilities and to provide products and services as described herein. Such use shall not be exclusive but shall be alongside and compatible with use by the public and Park employees. The Concession Premises shall include the following, located at **Henry's Lake State Park:** (Yet to be negotiated, determined and approved by IDPR)
 - b. **CONCESSION SERVICE AREA:** In addition to services to be provided within the Concession Premises, the Concessionaire may, with the prior approval of the Park Manager, offer certain services in other areas of **Henry's Lake State Park, including, but not limited to:** disabled vessel assistance, boat valet service, possible Dry Storage area, food and convenience store sales, promotional and special events.
8. **RENT:** Notwithstanding page 1 RENT and Section 7 RENTAL of Attachment A:
 - a. The concessioner will provide concession services only to park visitors who have paid the day use fee. It will be the responsibility of the concessioner to inform their clients that they must pay the park's day use fee to the appropriate park staff, and the concessioner is not authorized to collect said fee for the park.
 - b. Notwithstanding any other provisions contained herein, IDPR shall have the right to collect use fees from park visitors in the amount determined by the Park Board for public use of the facilities provided at Henry's Lake State Park.
 - c. Section 7. RENTAL of Attachment A, the last sentence is amended to read: "Payment shall be made to the order of the Idaho Dept. of Parks and Recreation and delivered to the park manager of Harriman State Park of Idaho, 3489 Green Canyon Rd., Island Park, ID 83429".
 - d. Interest shall accrue on unpaid fees and rents due to IDPR at the rate of 2% per month, compounded monthly
9. **IMPROVEMENTS:** In addition to Section 11, IMPROVEMENTS, of Attachment A, Concessionaire agrees to:
 - a. **Property Destruction and Damages:** Concessionaire shall be responsible for all damages to the premises or improvements thereon that are directly attributable to the Concessionaire or its employees during the term of this Agreement. All damages cause by the Concessionaire on Henry's lake State Park

shall be repaired or replaced by Concessionaire at concessionaire's sole expense. All repairs must be made to the satisfaction of IDPR and park manager.

- b. **Safety:** It is the Concessionaire's responsibility to keep the concession premises safe. The Concessionaire shall immediately notify IDPR of any unsafe condition of the premises, as well as any unsafe practices occurring thereon, and work with IDPR to correct that practice or condition.
- c. **Security:** The Concessionaire shall be responsible for all security and surveillance of the Premises. The Concessionaire may install at its own expense any legal device or equipment designed for the purposes of protecting the Premises from theft, burglary, or vandalism provided that prior written approval is obtained from IDPR.

10. **LICENSES AND PERMITS:** In addition to Section 21, LICENSES AND PERMITS, Attachment A the following shall apply:

- a. All licenses, permits and certificates shall be acquired by May 1st of each year, or before opening for business. Copies shall be kept on file, at the Premises and available for inspection.
- b. It is the sole responsibility of Concessionaire to acquire any applicable permits required under the terms of the Fremont County Development Code.

11. **SIGNS:** In addition to Section 19, SIGNS AND ADVERTISING, of Attachment A, the following applies: IDPR may place its own signs within the Premises, provided that said signs do not interfere with the reasonable business activities of the Concessionaire.

12. **ENFORCEMENT:** The park manager of Harriman State Park of Idaho has the authority to enforce this agreement on behalf of IDPR and may authorize other IDPR employees to help administer this agreement.

13. **ENVIRONMENTAL, FIRE AND SANITARY REQUIREMENTS:**

- a. No Hazardous Materials. Concessionaire shall neither commit nor permit the use, placement, transport, or disposal of any hazardous waste, including but not limited to; petroleum products, such as gasoline, oil or any other substance that is suspected to be a hazardous substance or material on the Premises except the customary use associated with weed and pest control, machinery, equipment, vehicles and watercraft. Concessionaire shall be responsible, and shall pay all costs for the removal or other appropriate remedial action regarding hazardous waste, substances, or materials which Concessionaire may have caused to be introduced on the Premises. Any such remediation or removal or storage must be conducted in accordance with applicable federal, state, or local law, regulation, rule, or ordinance, including where applicable a consent order for remediation with the Idaho Dept. of Environmental Quality.

- b. Fire and Safety. Concessionaire shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances for fire protection and prevention. Concessionaire agrees to keep the premises free from fire hazards as determined by IDPR. Concessionaire is prohibited from burning garbage, or household trash and any burning on the land, including the burning of wood, weeds, or other debris without the prior written permission of IDPR.
- c. Sanitary Requirements. Concessionaire shall not dispose of sewage except in conformity with applicable federal, state and local law, rules, regulations and ordinances pertinent to the Concessionaire's use, and shall dispose of sewage on the premises only if specifically authorized by IDPR. The concessionaire shall dispose of all trash, and garbage in conformity with all legal requirements. Concessionaire is responsible for all costs associated with sewage, garbage and litter disposal.

14. **NOTICES:** Notwithstanding, Section 37, NOTICES, of Attachment A, notice can also be given and delivered by e-mail, with copies kept for verification, and Notices to IDPR can also be addressed to Henrys Lake State Park and the park manager.