



GALVESTON

★ ISLAND ★

Park Board of Trustees

CONCESSIONAIRE PARTNER PROGRAM

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Invitation to Prospective Concessionaire Partners

The Galveston Island Park Board of Trustees (Park Board) invites and encourages minority owners, small business owners and local entrepreneurs to consider Galveston Island as your next business venture.

Your business can partner with us to provide top quality products, services and amenities that enhance the Island experience.

Galveston promotes a family friendly image oriented toward the coast, historic treasures and nature-based ecotourism.

More than 7 million leisure and business travelers visit Galveston each year. The Park Board's Convention and Visitors Bureau plays an integral role in developing and sustaining the Galveston Island tourism industry, which provides a \$1 billion economic impact to the local economy annually while accounting for a third of all Galveston jobs.

Our Mission

The Park Board of Trustees' mission is to promote Galveston Island, its natural resources, attractions, and heritage; to attract visitors to Galveston Island; and to assure that Galveston's assets, for which the Board of Trustees is responsible, provide visitors and residents with exemplary experiences in an environment that is safe, clean, accessible, fun, and environmentally sensitive.

Our Vision

The Park Board of Trustees' vision is to lead Galveston and Texas in creating a tourist destination that promises memorable experiences and wonderful amenities and delivers lifelong memories that makes people want to return – and to bring their friends and family.

Our History

The Park Board of Trustees of the City of Galveston is a governmental entity created by a special act of the Texas Legislature in 1962 for the purpose of directing all tourism efforts for Galveston. The State of Texas requires that a 9-member board be appointed by the City of Galveston City Council, with 4 members appointed on alternate years for 2-year terms and a City Council representative appointed annually.

The Park Board publicly serves the citizens of Galveston and guests to the Island through managing and operating:

- Beach Nourishment
- Beach Parks
- Beach Patrol
- Coastal Zone Management
- East End Lagoon Nature Preserve (in partnership with Galveston Island Nature Tourism Council)
- Seawall Parking
- Tourism Development through the Galveston Island Convention and Visitors Bureau

Standards of Excellence

Hours of Operation

Concessionaire partners are expected to provide services and products for guests during all operating hours*.

The Chief of Beach Patrol, Executive Director or Chief Operations Officer may modify operating hours during emergency conditions, inclement weather or any situation to provide for safety, or for any reason at their discretion. Partners will be notified of changes as quickly as possible.

Seawall Urban Park, R.A. Apffel Park and Stewart Beach Park

March Opening Day- Memorial Day: Monday - Thursday 9 am - 5 pm & Friday - Sunday 9 am - 6 pm

Memorial Day to Labor Day: Monday - Thursday 9 am - 6 pm & Friday - Sunday 8 am - 7 pm

Labor Day – October Closing Day: Monday - Thursday 9 am - 5 pm & Friday - Sunday 9 am - 6 pm

(Hours may be seasonal and subject to change)

Seawolf Park

Open 24 hours/day

*Concessionaire Partners are not expected to operate during a 24 hour cycle. These partners will establish agreed upon schedules.

Dellanera RV Park

Office Hours: 9am to 5pm Daily

Closed Christmas Day

Safety

Safety is our highest priority. The Park Board of Trustees follows a crisis management plan for emergencies.

Concessionaire partners are expected to provide a copy of their emergency management plan to the Park Board for our records. This plan is to include emergency contact information, a park evacuation plan and a communications plan for staff and guests.

Special Events and Programs

We are dedicated to creating engaging and memorable experiences for our guests. A special event, program, activity or private rental may be scheduled at any time. To provide the best service possible, concessionaire partners may be asked to operate during these events outside of normal operating hours. If the partner is not able to commit, a competing partner may be asked to provide services and/or products at your location..

Preparedness

Concessionaire must be able to meet the demands of beach attendance from open to close on a daily basis.

Sellouts may occur during periods of high attendance; however, you are expected to procure the appropriate amount of products and services to limit those occurrences. Historical attendance data is available. In addition, your staff is expected to be prepared, trained and knowledgeable about your products and services and about Galveston's beachfronts and Parks. If staff is unable to directly support the needs of a guest, then they are expected to know who to contact to get the information needed.

Quality

Equipment/Gear must be safe, clean, in good working condition, and of such quality as to meet the demands of frequent use and outdoor conditions. Broken, unsafe or failing equipment must be removed immediately and

repaired before next use. All equipment must meet or exceed all permit and/or code requirements from any applicable federal, state, county or city government entity.

Signage

Concessionaire must provide signage communicating their products and services at their location during hours of operation. Additional signs may also be used. i.e. – menu boards, special promotions, etc. Signage must be appropriate and is subject to approval by the Park Board.

Guest Service Excellence

Concessionaire Partners are expected to deliver excellent guest service. Training programs are available online through various organizations and associations. Each partner is required to have at least one team member credentialed as a Certified Tourism Ambassador (CTA). Licensed through the Tourism Ambassador Institute™, the CTA program mobilizes a destination's front line toward the goal of turning every visitor encounter into a positive experience.

Professionalism

Concessionaire Partners and their staff are expected to conduct themselves professionally with guests, Park Board staff, Law Enforcement, City of Galveston or County of Galveston officials and any partner, trustee or stakeholder related to the Park Board. Zero tolerance will be given for violence, harassment, bullying or other offensive behaviors or language, including any expressed via digital media.

Environmental Stewardship

The Park Board is a positive force for the protection and enhancement of our Island's natural resources. Concessionaire partners are expected to incorporate sound environmental practices in daily business operations to achieve the goals of protection, sustainability and enhancement of our natural resources. Concessionaire partners are responsible for any litter they or their guests produce as a result of their product or service and shall provide trash or recycling receptacles at their site.

Marketing & Communications

Concessionaire Partners are expected to be partners with the Park Board in promoting products and services for the guests of Galveston's beachfronts and Parks. The marketing and social media teams will assist in providing exposure for your business with the photographs and content you create and provide in a timely manner. In return, partners are expected to share information about events, programs, good experiences and other promotional aspects of the Beaches and Parks to mutually support driving traffic and attendance.

Point of Contact (POC)

The main POC for Concessionaire Partners is the Guest Experience Manager at concessionaires@galvestonparkboard.org. This POC will distribute information, answer questions and collect your required documentation. Concessionaire Partners are expected to provide an email address and phone number of your business's main POC to receive information, updates and reminders. Additionally, the partner's POC will receive emergency information such as tropical storms, beach closings and governmental orders.

Concessionaire Sales Areas

Parks and beachfront sales areas are available for concessionaire operations. Visit www.galvestonparkboard.org and go to "I Want to Apply For Concessionaire" for more information and to access the site map.

		Hotels	Loo Stations	Port a Pots	Restaurant, Bars & Stores	Parking Fee	Other
Area 4 - 17th to 19th	TIER II	Y	Y	---	Y	Y	
Area 5 - 19th to 21st	TIER II	Y	Y	---	---	Y	
Area 6 - 23rd to 25th	TIER II	Y	---	Y	Y	Y	
Area 7 - 25th to 29th	TIER II	---	Y	---	Y	Y	Menard Park
Area 8 - 29th to 33rd	TIER III	Y	Y	---	Y	Y	Boat Launch
Area 9 - 33rd to 35th	TIER III	---	---	Y	Y	Y	Parking Lot Access
Area 10 - 35th to 38th	TIER III	Y	---	---	Y	Y	
Area 11 - 38th to 41st	TIER III	Y	Y	Y	Y	Y	
Area 12 - 41st to 45th	TIER IV	Y	Y	---	Y	Y	
Area 13 - 45th to 49th	TIER IV	---	Y	Y	Y	Y	
Area 14 - 49th to 55th	TIER II	Y	---	Y	Y	Y	
Area 15 - 55th to 57th	TIER II	Y	---	---	Y	Y	Convention Center
Area 16 - 57th to 61st	TIER II	---	Y	---	Y	Y	
Area 17 - 61st to 63rd	TIER IV	Y	Y	---	Y	Y	
Area 18 - 63rd to 65th	TIER II	Y	---	---	Y	Y	
Area 19 - 65th to 67th	TIER II	---	---	---	Y	Y	
Area 20 - 67th to 69th	TIER II	---	---	---	Y	Y	
Area 21 - 69th to 71st	TIER II	Y	---	---	Y	N	
Area 22 - 71st to 73rd	TIER II	Y	---	---	---	N	
Area 23 - 73rd to 75th	TIER II	---	---	---	Y	N	
Area 2 - Stewart Beach Park	Premier	Pavilion, 3,500 Vehicle Capacity, Tarps and Tents Allowed, Promotions, Special Events, Lifeguards, Security, Paid Parking, No Alcohol					
Area 1 - R.A. Apffel Beach Park	TIER I	Alcohol Permitted, Pavilion, 7,000 Vehicle Capacity, Tarps and Tents Allowed, Promotions, Special Events, Lifeguards, Security, Paid Parking					
Dellanera RV Park	TIER IV	Pavilion with Amenities, Paid Parking					
Seawolf Park	TIER II	Alcohol Permitted, Paid Parking, Museum, High Visitation, Fishing					
East End Lagoon	TIER III	Nature Trails, Fishing, Water Sports, High Exposure, Gateway to Beach Parks					
Big Reef	TIER III	Nature Trails, Fishing, Water Sports, High Exposure, Gateway to Beach Parks					

Concessionaire Proposals

The Park Board of Trustees of the City of Galveston accepts proposals for concessionaire operations for each season (March – September). The Park Board contracts with local and regional small business owners, entrepreneurs and minority owned businesses to provide goods and services to island residents and more than 7 million annual tourists who visit Galveston Island.

Galveston Island's beaches and various parks are unique and provide a variety of business opportunities. Concessionaire offerings are divided into 5 main categories: Recreation, Specialty Retail, Programs & Activities, Rentals and Food & Beverage.

We are looking to expand the types of good and services which can be delivered to our guests, including educational programs, amusement rides, mobile food units and specialty art. We also have capacity to increase some of our current offerings to more Beach Areas and Parks, which broadens the number of opportunities for new partners.

After reviewing the program and preparing your bid, business proposal and application, send your submission to the Park Board following the instructions in the bid process and/or application. After review, you may be contacted to schedule a meeting, present your proposal or receive feedback about your proposal.

To allow for the maximum amount of time to prepare in advance of the following season, the preferred path to become a concessionaire partner is to participate in the sealed bid process that takes place annually after the current season closes. The Park Board reserves the right to alter its Concessionaire Partner Program, Concessionaire Areas and Concessionaire Policies at any time.

Getting Started

Begin drafting your business plan and proposal

Provide all owners' contact information: name, email, phone, shipping address, billing address

Describe type of operation, products and services to be provided

Review Base Rate table and Sales Area by Tier chart to select preferred sales area(s)

Provide past relative experience

Provide inventory list and photos of all equipment and ownership information

Research federal, state and local laws for any ordinances or regulations which may apply to your proposal

Submit the Required Documentation

Application and Authorization for Release of Information

\$500 application fee (half of the fee is to be refunded if proposal is not approved)

W-9 with entity/business information

Copies of owners' identification

Proof of authorization to work in the United States

Conflict of Interest Questionnaire <https://statutes.capitol.texas.gov/Docs/LG/htm/LG.176.htm>

Three Business references

Credit and Information Release Authorization signed by all owners

Safety Plan for Personal Watercraft Rental, if applicable

Safety Plan Acknowledgement for Water Related Concessions, if applicable

Receiving Approval

Each submission will be reviewed on a case by case basis. After review by staff and committees, a final recommendation for accepted proposals will be send to the Trustees for approval. This process normally takes 3 - 4 months to follow the meeting schedules of Committees and the Board of Trustees. If approved, all business operation documents are to be submitted to concessionaires@galvestonparkboard.org no later than 30 days after Park Board approval and at least 15 days before operation.

General Liability Insurance Certificate for not less than \$1,000,000, naming the Park Board of Trustees of the City of Galveston and The City of Galveston as additional insured

Current copy of vehicle insurance if using motorized vehicle(s) on the beach or in the park

Current sales tax permit

Current health permit issued by the Galveston County Health Department, if applicable

Current permit issued by Texas Alcoholic Beverage Commission, if applicable

Onsite safety inspection with Galveston Beach Patrol

Partnership Contract

After all required documentation has been received and reviewed, then the Executive Director of the Park Board will execute a contract.

Payment

Payments are due as agreed by executed contract. A courtesy notice will be sent to the concessionaire ten (10) days prior to the due date. Late fees and actions will be assessed on the following timeline:

10 days past due - the payment is in default and a 10% late fee will be charged

30 days past due - the concessionaire partner will be issued a cease operation notice until payment is received

40 days past due - the Park Board may terminate the concessionaire partner contract

Standardized Base Rates

Concessionaire categories not listed will be assessed on a case by case basis. See the Sales Area and Tier chart for locations.

Concessionaire Category	Premier	Tier I	Tier II	Tier III	Tier IV
Umbrella & Chair Rentals	\$26,000 + 20% Gross	\$3,250* + 20% Gross	\$2,600*	\$1,950*	\$1,300*
Cabana Rentals with Concierge Service	\$26,000 + 20% Gross	\$3,250* + 20% Gross	\$2,600*	\$1,950*	\$1,300*
Snack Bar**	\$32,500 + 10% Gross	\$7,280* + 10% Gross	\$4,290	\$1,300	n/a
Gift Shop***	\$32,500 + 10% Gross	\$7,280* + 10% Gross	\$4,290	\$1,300	n/a
Experience or Attraction	\$7,800	\$6,825	\$5,850	\$1,950	\$1,950
Frozen Novelties	\$7,150	\$6,500	\$5,850	\$1,950	\$650
Mobile Food Unit	\$7,150	\$5,720	\$4,290	\$1,950	\$650
Specialty Art or Novelty Retail	\$5,850	\$4,680	\$3,510	\$1,950	\$1,950
Personal Watercraft Rentals & Jet Skis	\$5,200	\$4,550	\$3,250	\$1,950	\$975
Bait & Tackle Camp	\$3,900	\$3,900	\$3,120	n/a	n/a
Surf Camp	\$650	\$650	\$650	\$650	\$650

**Per City Block*

*** Located at the Stewart Beach Park (Premier) and R.A. Appffel Beach Park (Tier I) pavilions*

****located at the Stewart Beach Park (Premier) pavilion*

Standard Contract Terms

Two Year Term: up to \$20,000 in gross annual sales

Three Year Term: between \$20,000 and \$79,000 in gross annual sales

Five Year Term: more than \$79,000 in gross annual sales

Renewal Process and Considerations

Each contract may be considered for renewal one time before public bidding. Any renewal or extension will be made at the discretion of the Park Board of Trustees. Evaluation may be based, in part, on the following:

- Was our Partner timely and complete in providing all required payments and documentation?
- Did our Partner provide a high level of service and quality?
- Did our Partner deliver the revenue projections per contract?
- Was our Partner cooperative and professional with us and our stakeholders?
- Did our Partner prioritize Safety and follow all safety requirements?
- Was our Partner collaborative with us to drive attendance and guest satisfaction?
- Did our Partner produce the deliverables as per the proposal and contract?
- Did our Partner meet or exceed our Standards of Excellence?

Agency Contacts

Permit and Licensing Agencies

This list provides contact information for some relevant applicable permitting and licensing agencies. It is the sole responsibility of the concessionaire partner to ensure that all applicable laws, permits and licensing requirements are met.

City of Galveston

City of Galveston Planning Department I

823 Rosenberg, Room 401

Galveston, Texas 77550

(409) 797-3660

<https://galvestontx.gov/601/Planning-Development-Division>

City of Galveston Code of Ordinances

https://library.municode.com/tx/galveston/codes/code_of_ordinances?nodeId=PTICHGATE

City of Galveston License Permits and Business Regulations

<https://galvestontx.gov/DocumentCenter/View/4020/Chapter-19-rev08-15?bidId=>

Galveston County Tax Office – Sales Tax ID

722 Moody Avenue

Galveston, Texas 77550

(409) 766-284

<http://www.galvestoncountytexas.gov/to/Pages/default.aspx>

Galveston County Health District – Consumer Health

1207 Oak Street

La Marque, Texas 77568

(409) 938-2300

<https://www.gchd.org>

Texas Alcoholic and Beverage Commission

PO Box 13127
Austin, Texas 78711
(512) 206-3360 Licensing
<http://www.tabc.state.tx.us/index.asp>

Dickinson Outpost – Licensing Personnel Only
4403 Highway 3
Dickinson, Texas 77539
(281) 337-5611

Galveston Island Beach Patrol – Water Safety and Enforcement

601 Tremont, Suite 200
Galveston, Texas 77550
(409) 797-5186
<http://www.texasbeachsafety.org/galveston>

Small Business Assistance

Galveston Chamber of Commerce

519 25th Street
Galveston, Texas 77550
(409) 763-5326
<http://www.galvestonchamber.com>

Galveston Economic Development Partnership

5007 Avenue U
Galveston, Texas 77551
(409) 770-0216
<http://www.gedp.org>

U.S. Small Business Administration

409 Third Street, SW
Washington, DC 20416
(800) 827-5722
answerdesk@sba.gov
<https://www.sba.gov>

Galveston Park Board of Trustees

Galveston Park Board of Trustees

601 Tremont, Suite 200
Galveston, Texas 77550
(409) 797-5000
www.galvestonparkboard.org

Frequently Asked Questions

Am I required to enter into a Concessionaire Agreement with the Park Board if I already have permits with the City of Galveston and/or Galveston County to operate as a concessionaire? **Yes**

Will I be required to have my own liability insurance? **Yes. The Park Board requires General Liability Insurance coverage of \$1,000,000. Coverage must list both the Park Board of Trustees and The City of Galveston as additional insured.**

Am I required to pay sales tax if I have an agreement with the Park Board? **Yes**

Will I be subject to periodic inspections from local agencies such as the Galveston County Health Department and the City of Galveston Code Enforcement? **Yes**

Can short term vendors operate on Park Board beaches and parks? **Short Term vendors are allowed to operate only with approval through a Temporary Application. See the Park Board website for more information.**

Does the Park Board charge concessionaires to operate at locations under its jurisdiction? **Yes**

Does the Park Board issue tax and health permits? **No. Contact the appropriate permitting agency.**

When do the contracts expire for concessionaires that are already on the beach? **Each agreement is unique and details are agreed upon at contract signing.**

How much does it cost to enter into a Concessionaire Agreement with the Park Board? **Costs vary and are dependent on multiple factors. See Standardized Base Rates table as a starting rate. Bids are competitive and the Park Board compares bids as one factor for determining who is awarded a contract.**

Is there a limit to the number of agreements a concessionaire can enter with the Park Board? **The Park Board has the right to limit the number of agreements per concessionaire.**

Does the Park Board allow concessionaires to sell along the Seawall Boulevard? **No, not streetside on the sidewalks above the Seawall. The Park Board contracts for partners on the beachfront sand along the Seawall. Contact the City of Galveston for Seawall Boulevard opportunities.**

Which beaches are managed by the Park Board? **While the Park Board manages 32 miles of beaches on Galveston Island, only Seawall Urban Park, R.A. Appfel Beach Park, Stewart Beach Park, Dellanera RV Park, Big Reef, East End Lagoon Nature Preserve and Seawolf Park are available for concessionaire partnership opportunities through the Park Board.**

Are there any programs that allow advertising at locations under the Park Board's jurisdiction? **Please contact the Galveston Island CVB at CVBteam@galvestonparkboard.org for further information.**

When is payment due? **If the total yearly contract amount is \$5,000 or less, then you will pay the entire amount on the first day of operation. If the total yearly contract amount is \$5,001 or greater, then the first and last month's minimum rental payment is due upon signing of the contract.**



**Application and Authorization for Release of Information
Concessionaire Agreement with
The Park Board of Trustees of the City of Galveston**

Legal Name of entity/business submitting the application:

Full name of person making application for the entity/business, including any aliases or other names used during the last seven (7) years:

Physical Street Address City State Zip Code

Mailing Address, if different City State Zip Code

() - Office/Home Telephone () - Cell Phone

() - Fax Number Email Address

Owners and/or partners names:

Do you have a state sales tax number and local outlet number? Yes No
If yes, attach a copy with this application. If no, a copy will be required upon the execution of the contract.

Do you have a current Insurance Certificate on file with the Park Board? Yes No
If no, a copy will be required upon the execution of the contract.

Describe the type of business, location, products to be sold or services offered and pricing:

Have you, co-applicant or your company ever been convicted of a felony, in either state or federal court in the last seven (7) years? No Yes If yes, describe the type of conviction, date of conviction, case number and court of conviction:

Bank Reference/Bank Name _____

_____ (_____) _____ - _____
Bank Officer Office Phone Number

Provide three (3) business or professional references that are not related to you:

_____ (_____) _____ - _____
Reference One Phone Number

_____ (_____) _____ - _____
Reference Two Phone Number

_____ (_____) _____ - _____
Reference Three Phone Number

List employment history for the last seven (7) years. Include the employer's name, address and telephone number.

There is a \$500 application fee. Applications submitted without the required fee will not be reviewed or considered by the Park Board.

Credit and Information Release Authorization

By my/our signature(s) below, I/we hereby authorize the Park Board of Trustees of the City of Galveston (“Park Board”) and/or its staff, agents and representatives to request and receive the above provided information to conduct any and all the following background checks on me/us to complete the concessionaire application and contract:

- *state and federal criminal background;*
- *Texas Department of Public Safety and Department of Transportation background and similar departments for other states;*
- *employment history;*
- *depository accounts; and*
- *credit history check with at least one of the major credit history reporting companies.*

I understand that the Park Board will keep the above listed information, as well as any information obtained via criminal, driving and/or credit check(s) CONFIDENTIAL to the extent allowed by law, and will only use such information in evaluating applicant(s)’s suitability as a potential concessionaire.

In addition, I/we do hereby certify that all the information contained in this application and contract is true and correct. I/we understand that if the Park Board learns at any time, that any information that I/we have provided to the Park Board in this application is incorrect, misleading or false, it will be considered grounds for terminating any contract I/we have or could have with the Park Board.

Applicant Signature

Co-Applicant Signature

Applicant Printed Name

Co-Applicant Printed Name

Date of Birth

Co-Applicant Date of Birth

Social Security Number

Co-Applicant Social Security Number

Texas Driver’s License Number

Co-Applicant Texas Driver’s License Number

Safety Plan for Personal Watercraft Rental

Business Name: _____

Business Owner: _____

Address: _____

City: _____ State: _____ Zip: _____ Telephone: _____

(Business Name) _____ will provide the following items and/or actions to assure the safety of customers renting personal watercraft:

Concessionaire Personnel

1. Shall submit proof of successful completion of a boating safety course approved by the Texas Parks and Wildlife Department for any personnel who will be renting the personal watercraft to customers.
2. Shall abide by all federal and state and local statutory laws, ordinances, rules, regulations, and guidelines to include with particularity, those laws, rules, regulations and guidelines of the United States Coast Guard and the Texas Water Safety Act.
3. Shall not operate during conditions deemed unsafe by the Galveston Beach Patrol and agree that all decisions made by the Galveston Beach Patrol shall be final. Personal watercraft will not be rented while the Galveston Beach Patrol is flying a "red flag" due to dangerous surf, high winds, or strong currents.
4. Shall not rent personal watercraft on the Gulf beachfront except between the hours of 9:00 a.m. to 7:00 p.m.
5. Shall provide adequate instruction to all operators before renting personal watercraft. Before renting personal watercraft, the customer will sign a statement detailing operator's understanding of all rules, regulations, city ordinances, and stated laws regarding the operation of personal watercraft
6. Shall provide to all renters appropriately sized personal floatation devices that are in good condition
7. Shall not permit any person to operate a personal watercraft within one hundred (100) yards of the shoreline except for ingress and egress.
8. Shall not permit more than four (4) personal watercraft to be operated within a water course at the same time.

Watercourse

1. Establish a watercourse, which shall be triangular in design, and shall mark all water courses with buoys which are a minimum of twenty-four (24) inches in diameter, international orange, in accordance with United States Coast Guard guidelines.
2. Clearly designate points of ingress and egress by uniform buoys which are a minimum of twelve (12) inches in diameter, and international orange. Ingress and egress channels shall be designated by two parallel and straight buoy lines running perpendicular from the shoreline to fifty (50) yards offshore. The distance between the two buoy lines shall be no less than ten (10) yards in width. Adjacent buoys in the buoy lines shall be equidistantly spaced no more than fifteen (15) feet apart. Both ingress and egress buoy lines shall be located outside of the "no swimming" areas. The ingress and egress channel shall be clearly designated by signage, which is made of permanent material, two (2) ft. by two (2) ft. in size, implanted at the shoreline in front of the ingress-egress channel. The ingress and egress channel will be kept clear of swimmers and waders.

Vessel Livery

1. Shall obtain a certificate of number for all vessels being used as motorboats to rent or let for hire.
2. Shall keep a record of the name and address of the persons hiring any vessel operated as a motorboat, the vessel's certificate of number, the time and date of departure, and the expected time of return. The record shall be kept for six months.
3. Shall maintain liability insurance from an insurer licensed to do business in this state. The liability insurance will list each individual hull identification number.
4. After providing the instruction required and before releasing possession of the rented vessel, each operator shall sign an acknowledgment form indicating that the operator has received the required instruction. The forms shall be retained for at least six months.

Personal Watercraft

1. Shall always have at least one (1) watercraft available to assist disabled personal watercraft
2. All watercraft rented shall:
 - be equipped with a governor which limits the maximum speed of the watercraft to thirty (30) miles per hour
 - have valid certificate of numbers correctly displayed
 - have usable fire extinguisher
 - have a sound producing device
 - have an engine cutoff lanyard

Operators of Personal Watercraft (Renters)

1. Will be of legal age to operate personal watercraft in Texas
2. Will wear personal flotation device
3. Will wear lanyard type engine cutoff switch
4. Will only operate PWC at headway speed during ingress or egress within 100 yards of the shoreline

5. Will stay at least 50 feet away of any other vessel, person, stationary platform or other object, or shore, except at headway speed
6. Will not jump the wake of another vessel recklessly or unnecessarily close to that vessel; or not operate PWC in a manner that requires the operator to swerve at the last possible moment to avoid collision.
7. Will abide by the United States Coast Guard Inland Rules to operate PWC
8. Will not operate PWC in a reckless or negligent manner
9. Will not operate PWC at a rate of speed greater than is reasonable and prudent, having due regard for the conditions and hazards, actual and potential, then existing, including weather and density of traffic, or greater than will permit him, in the exercise of reasonable care, to bring the boat to a stop within the assured clear distance ahead.
10. Will not operate PWC in a circular course around fisherman or swimmer
11. Will not operate PWC on triangular course in a single direction - i.e. clockwise or counterclockwise direction depending on prevailing water conditions

Lightning Protocol

Dispatchers should monitor the WeatherBug App throughout their shift. If a storm is approaching, determine how fast the storm is moving, what direction, and how soon the storm will be within 10 miles of the beaches. If lightning strikes are within a 10-mile radius of the beach, dispatchers need to notify area supervisors.

When the storm has passed or there has not been a lightning strike for 30 minutes within a 10-mile radius Business will notify employees that rental of water equipment may resume. There is no rental of water equipment for 30 minutes of a lightning strike within a 10-mile radius of the rental area.

SIGNATURE OF BUSINESS OWNER

Date

Safety Plan Acknowledgement for Water Related Concessions

Legal Name of entity/business submitting the application:

_____ (_____) _____ - _____
Owner's Name Phone Number

_____ City State Zip Code
Physical Street Address

_____ will always provide the following items and/or actions to assure the safety of all customers renting personal watercraft under _____.

Concessionaire Personnel

1. All the _____ employees shall submit proof of successful completion of a boating safety course approved by the Texas Parks and Wildlife Department for any personnel who will be renting the personal watercraft to customers.
2. All _____ shall abide by all federal, state and local statutory laws, ordinances, rules, regulations, and guidelines of the United States Coast Guard and the Texas Safety Act.
3. _____ will not operate during conditions deemed unsafe by the Galveston Beach Patrol and agree that all decisions made by the Galveston Beach Patrol shall be final. Personal watercraft will not be rented while the Galveston Beach Patrol is flying a "red flag" due to dangerous surf, high winds, or strong currents.
4. _____ will not rent personal watercraft on the Gulf beach front except between the hours of 9:00 a.m. to 7:00 p.m.
5. As approved Texas Parks and Wildlife Department, _____ employees will provide adequate instructions to all operators before renting personal watercraft. Before renting personal watercraft, the customer will sign a statement detailing operator's understanding of all rules, regulations, city ordinances, and state laws regarding the operation of personal watercraft.
6. _____ shall provide to all renters, appropriately sized personal flotation devices that are in good condition.
7. _____ shall not permit any person to operate a personal watercraft within 100 yards of the shoreline except for ingress and egress.
8. _____ shall not permit more than four (4) personal watercrafts to be operated within a water course at the same time.

Watercourse Requirements

1. _____ will establish a watercourse, which shall be triangular in design, and shall mark all watercourses with buoys which are minimum of twenty-four inches (24") in diameter, international orange, in accordance with the United States Coast Guard guidelines.
2. _____ will have clearly designated points of ingress and egress by uniform buoys which are a minimum of twelve inches (12") in diameter, and international orange. Ingress and egress channels shall be designated by two parallel and straight buoys lines running perpendicular from the shoreline to fifty (50) yards offshore. The distance between the two buoys shall be no less than 10 (10) yards width. Adjacent buoys in the buoy lines shall be equidistantly spaced no more than fifteen (15) feet apart. Both ingress and egress channel shall be clearly designated by signage, which is made of permanent material, two feet by two feet (2' x 2') in size, implanted at the shoreline in front of the ingress and egress channel. The ingress and egress channel will be kept clear of swimmers and waders.

Vessel Livery, if applicable

1. _____ will always obtain and keep on hand, a certificate of the number for all vessels being used as motorboats and jet skis to rent or let for hire.
2. _____ will keep a record of the name and address of the person hiring any vessel operated as a motorboat, the vessel's certificate of number and time of return. The record shall be retained for at least six (6) months.
3. _____ will maintain liability insurance from an insurer licensed to do business in the State of Texas. The liability insurance will list each individual hull identification number.
4. After _____ providing the instruction required and before releasing possession of the rented vessel, each operator shall sign an acknowledgment form indicating that the operator has received the required instruction. The form will be retained for at least six (6) months.

Personal Watercraft Requirements

One (1) watercraft shall be available at all time to assist disabled watercraft.

All watercraft rented shall:

- Have a sound-producing device
- Be equipped with governor which limits the maximum speed of the watercraft to 30 mph
- Have a valid certificate of numbers correctly displayed
- Have a usable fire extinguisher
- Have an engine cutoff lanyard

Operators (Renters) of Personal Watercraft

- Will be of legal age to operate a personal watercraft in Texas
- Will wear a personal floatation device
- Will wear a lanyard-type engine cutoff switch
- Will only operate the personal watercraft at headway speed during ingress or egress within 100 yards of the shoreline
- Will stay at least fifty feet (50') away from any other vessel, person, stationary platform or other object, or shore, except at headway speed
- Will not jump the wake of another vessel recklessly or unnecessarily close to other vessel; or not operate the personal watercraft in a manner that requires the operator to swerve at the last possible moment to avoid collision.
- Will abide by the United States Coast Guard inland rules to operate the personal watercraft
- Will not operate the personal watercraft in a reckless or negligent manner
- Will not operate the personal watercraft at a rate of speed greater than is responsible, prudent, having due regard for the conditions and hazard, actual and potential, then existing, including weather and density of traffic, or greater than will permit him/her in the exercise of reasonable care, to bring the watercraft to a stop within the assured clear distance ahead
- Will not operate the personal watercraft in a circular course around people fishing or swimming
- Will not operate the personal watercraft on a triangular course in a single direction, i.e. clockwise or counterclockwise depending on prevailing water conditions

Concessionaire Printed Name

Concessionaire Signature

Date

Evaluation Criteria Score Sheet

RFP Name _____

RFP Number _____ Date _____

Proposer _____

This proposal will be evaluated on a cumulative point system. For this evaluation scoring sheet, a total of 500 possible points could be given to each proposal being evaluated. For each Proposal, determine the individual rating number (0-5) for each evaluation criterion. You will then multiple that rating number by the assigned weight total for that evaluation criterion to arrive at **“Total Points.”** Once you have completed the scoring of each evaluation criterion, take the sum of total points to arrive at a **“Total Value.”**

Ratings

Outstanding	5
Good	4
Average	3
Poor	2
Not addressed or acceptable	0

1.) **Competence; Experience, Qualification** 30 x _____ = _____

The proposal will be evaluated for qualifications, financial stability and previous directly related experience of the proposer

Comments: _____

2.) **Quality** 30 x _____ = _____

The proposal will be evaluated for the overall approach to the management, scheduling, operation, product quality and equipment quality of their concessions/vending operation

Comments: _____

3.) **Revenue** 20 x _____ = _____

The proposal will be evaluated with regard to financial benefits to The Galveston Park Board.

Comments: _____

4.) **Completeness** 10 x _____ = _____

The proposal will be evaluated with regard to inclusion of all items specified in this RFP.

Comments: _____

5.) **Environmental Practices:** 10 x _____ = _____

The proposal will be evaluated with regard to proposed activities and their consideration for the environmental impacts.

Comments: _____

TOTAL VALUE = _____

A proposal that does not meet each of the criteria set forth in the RFP and is not submitted by the deadline will not be considered.