FOLSOM LAKE SRA MARINA DEVELOPMENT AND OPERATIONS
REQUEST FOR PROPOSALS (RFP)
QUESTIONS AND ANSWERS
July 31, 2015 (Revision August 27, 2015)

Questions are presented below as submitted to State by prospective proposers.

Mark Schanrock
Independent

1. Can the State clarify more specifically where the 2.5 million in Improvements is envisioned to be allocated?

1) If the 2.5 million was intended to include development of the west side of the marina basin, the State must envision something much different than what exists on the east side of the basin. Given the absence of any infrastructure on the west side of the basin, it would appear 2.5 million dollars would be insufficient to develop that area and address the other requirements of the RFP.

State's Response: Please refer to Revised RFP Page 18, which describes the minimum facility improvement requirements for investment of the $2.5 million. It describes rehabilitation of the marina concession complex, at a minimum to include:

- *Replace all marina complex floating facilities with encapsulated materials only.*
- *Replace fueling station at the marina.*
- *Repair and/or replace docks, slips, ramp, and associated structures including food and retail sales, marina lighting, signage, and security systems.*
- *Improve and/or replace the sewage pump-out system for vessels.*
- *Provide **optional** steel storage buildings for dry boat storage and up to 255 additional boat slips, including optional covered berths.*

Proposers may include additional improvements to enhance visitor services and revenue potential. The intent is not to develop the west [south] side of the marina.

2. Can the State clarify the steel storage building requirement?

Secton 7. **USE OF PREMISES**, subsection A., contains a requirement for "the provision of steel storage building(s) for dry boat storage". However, the capacity of the building does not appear to be addressed.

Was it the States intent that subsection D. 2) "Dry boat storage for a minimum of 175 boats" quantifies the capacity of the building or does this section refer to the existing "175 dry slips" referred to on the California Department of Parks and Recreation web-site?
www.parks.ca.gov/?page_id=10915

It is the opinion of this potential bidder that the requirement for "the provision of steel storage building(s) for dry boat storage" should be removed from the RFP for the following reasons:

1) Green Valley Road Self Storage is located directly opposite of the entrance to Brown's Ravine SRA and has an indoor boat storage capacity of over 200.

2) The area of responsibility as defined in Exhibit A does not support the construction of a building without reducing existing space available to park visitors (i.e. parking spaces). In fact, the only foreseeable location for such a structure within the confines of the defined AOR is in the location of the existing secured, CCTV monitored boat storage area. Constructing a dry boat storage building in this area would displace the existing customers who enjoy this added security feature.

3) Approximately 30% of all current slip renters are sail boat users. Because most sail boats have a fixed keel, sail boat users would not be able to store their boats in a dry boat storage building due to their height. This would immediately reduce the number of potential dry boat storage customers.

4) The construction of a dry boat storage building large enough to contain any significant number of boats would negatively impact the aesthetics of the park area.

State's Response: The provision for a steel storage building is revised to become an optional improvement at the discretion of proposers. The RFP states that the minimum number of dry slips is 175 which coincide with the existing dry storage. A metal building could double or triple existing capacity.

3. Who has the responsibility of manning/controlling the park entrance (kiosk and locking gate)?

State's Response: The State will resume responsibility for manning/controlling the Brown's Ravine Entrance to Folsom Lake State Recreation Area.

The park entrance will be opened as follows:
Pacific Daylight Savings Time: 6 a.m. to 10 p.m.
Pacific Standard Time: 7 a.m. to 7 p.m.
The entrance kiosk will be manned as demand dictates

The marina concessionaire will need to provide security for the marina and dry storage as well as the parking lot(s) where their renter's boats are stored during the dry season. Consequently, the marina concessionaire will have the ability to access the marina complex at all times.

The concessionaire's maintenance shed and an adjacent trailer pad could be added to the footprint of the marina premises.

Section 7. **USE OF PREMISES**

O. **HOURS OF OPERATION**: Concessionaire shall only allow visitor entry and/or departure to/from Folsom Lake SRA during normal park hours, which are…….

This section clearly indicates the concessionaire would have operational control of the recreation area, but this is in conflict with the concessionaires AOR as defined in Exhibit A.

It is the opinion of this potential bidder that the concessionaire should have operational control of the park entrance (kiosk and locking gate) as per current operations for the following reasons:

1) The locking gate at the entrance to the park has been operated by the concessionaire in compliance with State Parks guidelines for more than 40 years.

2) The kiosk is staffed over 12 hours per day, 365 days per year and the park is staffed 24 hours per day, 365 days per year. While most of the winter it is not profitable to provide this staffing, we have done so to ensure the security of the millions of dollars of boats that are stored in Brown's Ravine. Based on the operational hours of other Folsom Lake kiosks currently operated by the state, State Parks would cut Brown's Ravine staffing time by more than 50% and would not provide the same level of service to park visitors.

3) It is highly unlikely State Parks would realize an increase in net funds from manning the kiosk due to employee costs and a drastic decrease in the hours the kiosk would be staffed. Conversely, State Parks could have a guaranteed net income based on the negotiated percentage of entrance fees.

4) Brown's Ravine Marina will not be sustainable without the income from the kiosk unless slip rental rates are dramatically increased. A dramatic increase in slip rental rates will result in an increase of unoccupied slips, a rate that currently stands in excess of 10%.

State's Response: As noted in response to Question 2, the marina concessionaire will need to provide security for the marina and dry storage as well as the parking lot(s) where their renter's boats are stored during the dry season. Consequently, the marina concessionaire will have the ability to access the marina complex at all times. Section 7 Hours of Operation, is revised to clarify that concessionaire may not grant visitor access to the park outside the State's hours of operation.

4. If the State maintains control of the parking lots, will marina customers be able to park/store their boats in the parking lots during the off-season? (as per current practice)

1) Not allowing marina customers to store their boats in the parking lots during the off season would require customers to incur a monthly storage fee at another facility. Given the short boating seasons of most of the last ten years, this would be comparable to the marina doubling its rates. I think it's very safe to assume many customers would simply choose to launch their boats rather than moor them at the marina.

2) An evaluation of the boats currently stored in the parking areas revealed a substantial number of sail boats. Sail boats will have to dismantle their masts for transportation to another facility, an inconvenience owners are likely not to endure.

State's Response: Yes, the marina customers will be able to park/store their boats in the parking lots during the off-season.

5. Can the State more specifically define what will be required under this section?

Section 7. **USE OF PREMISES**

M. **Buoys:** Concessionaire shall be responsible for the installation and maintenance of regulatory and/or informational buoys within the Concessionaire's area of control.

It is the opinion of this potential bidder that the requirement for regulatory and/or informational buoys within the proposed AOR be removed for the following reasons:

1) The Brown's Ravine Marina basin is a narrow channel/cove that has operated accident free without the use of regulatory buoys for 40 years.

2) Regulatory (5MPH) buoys 200' outside the marina basin entry point are managed by the state, as are all 5MPH and/or hazard buoys in Folsom Lake.

3) The presence of additional buoys within the already narrow marina basin would create more of a boating hazard than it would mitigate.

4) There are currently 3 informational bulletin boards in the Brown's Ravine area and one is affixed to the floating marina office, which is easy accessible by the boating public.

State's Response: It is the State's position that if regulatory buoys are required by law, the concessionaire would bear the responsibility of their installation and maintenance within the concessionaire's area of control. If wave attenuation devices are necessary or other modifications are made to the marina basin that may change traffic flow or add navigational hazards, then they should be clearly marked at all times.

Submitted by Folsom Lake Marina, Incumbent Concessionaire

1. **The draft RFP makes no mention of the fact that the existing docks and associated facilities in the Folsom Lake State Recreation Area are owned by the current concessionaire; how will this be acknowledged and accommodated in the final RFP?** Section 12 ("Title to Improvements") of the concessionaire's contract reads, "Concessionaire hereby acknowledges the title of the State in and to all real property in the Folsom Lake State Recreation Area and hereby covenants and agrees never to assail, contest or resist said title. Concessionaire shall have title during and at the end of term hereof to all improvements he has authority hereunder to acquire or erect and does acquire or erect." While State ownership of docks and facilities was to be included in a proposed extension of the concessionaire's contract in 2006, this extension was never executed. The current concessionaire's contract expired on December 31, 2007, and it has continued to operate on a month-to-month arrangement with the State. The "improvements"— docks, gas facilities, storage buildings, etc.—remain the property of the current concessionaire.

   State's Response: It is the State's position that the State owns the marina facilities based on the current concession contract amendments #5 and #6, which memorialized the transfer of facilities to the State contingent upon a five (5) year contract extension. The basis of the extension agreement was to fully amortize the concessionaire's facility investments. During an eight (8) year month-to-month tenancy beyond the contract expiration date, the concessionaire received the benefit of the agreement.

2. **In light of the fact that the current concessionaire owns the docks and related facilities in Brown's Ravine Recreation Area, can the current value of these**

concessionaire owned improvements be applied to the RFP's $2.5 million Facilities Improvement requirement in a proposal from the incumbent concessionaire (Sample Contract, section 6A)?

State's Response: The current marina complex is the State's property, and the RFP requests rehabilitation of all facilities during the term of the contract with an investment of $2.5 million. At the end of the new contract term, the improved/replaced facilities will become property of the concessionaire.

3. **What is the basis for the specific amount ($2.5 million) of the Facility Improvement requirement (Sample Contract, section 6A), and why is the concessionaire expected to remit any unspent portion of this amount to the State?** The sample contract refers to Exhibit C, which is blank. Aside from describing some minimum improvements (RFP section IIB), the RFP does not include details on how this number was derived.

   State's Response: The State does not anticipate a balance based on the requirement for a $2.5 million investment during the contract term. It is up to the proposer to propose within their facility plan how they will implement the marina complex improvements during the contract term, the majority within the first four (4) years. The rental commitment in a concession proposal normally considers the capital investment in the facilities. Therefore, the requirement to remit an unspent balance ensures the State receives the full value of the successful proposal in this competitive process.

4. **Can bidders propose an alternative timeframe for development and improvements on the part of the future concessionaire? Given current Marina occupancy and demand, many of the projects and facilities in the draft RFP may not be needed within the first or second year of the contract.**

   State's Response: Yes, proposers may submit alternate timelines as part of their Facility Plan. The intent is for all facilities to be replaced or rehabilitated and improved within the first four (4) years of the contract term, with the exception of those facilities demonstrated to be in excellent condition according to current operational standards as agreed to by State.

5. **Can the future concessionaire manage the Brown's Ravine gate, as is the case in the current contract?** The current concessionaire manages the Brown's Ravine gate, and gate receipts are a major source of revenue for the Marina. The loss of gate revenues would require an increase in slip rental fees considerably above what the market is willing to pay because of low water levels require that slip renters often must remove their boats early to mid-summer. The current arrangement has not only been important to the Folsom Lake Marina business plan, it has been a significant benefit to the State. The current concessionaire has staff at the gate every day of the year, and personnel in the Brown's Ravine area twenty-four hours a day. This is essential to the safety of the public and for the protection of the millions of dollars of assets in the Marina. The current concessionaire is responsible for all clean up, garbage removal and ramp maintenance in the Brown's Ravine Recreation Area.

   State's Response: No. The marina concessionaire will need to provide security for the marina and dry storage as well as the parking lot(s) where their renter's boats are stored there during the dry season. In addition, the concessionaire will be responsible for trash and/or maintenance

services consistent with the footprint of their operation as more fully outlined in the Sample Contract.

6. **Will the State take over responsibility for routine maintenance of the Brown's Ravine area?** The concessionaire is currently responsible for maintenance of the Brown's Ravine area, including Park clean up, garbage removal, and keeping the two four lane ramps operational.

   State's Response: Yes. Concessionaire will be responsible for trash and/or maintenance services consistent with the footprint of their operation as more fully outlined in the Sample Contract.

7. **What improvements to parking facilities and boat ramps are anticipated and in what time frame?** With the notable exception of the Brown's Ravine area, all ramps and parking lots in the Folsom Lake State Recreational Area have been rebuilt or improved. Boating and Waterways personnel have inspected the Brown's Ravine parking lots several times over the past decade and, according to their inspection, the lots were improperly constructed at the outset and should be replaced. Given the heavy day use and the anticipated occupancy in the Marina, improvements to this infrastructure in Brown's Ravine is critical.

   State's Response: The State plans to resurface the parking lots and launch ramps and replace the existing bathrooms within the next five (5) years.

8. **What are the specific plans for development (roads, parking, breakwater, etc.) on the west side of the Brown's Ravine basin, and what is the basis for those plans?** No road or facilities currently exist on the west side of the basin. This area (land and water) is managed under the jurisdiction of the US Bureau of Reclamation; the Bureau has historically been reluctant to issue permits for such development. This development would allow the construction of additional boat slips to the Marina. Public benefit and revenue associated with this development and Marina growth may not justify the associated costs.

   State's Response: The Folsom Lake SRA General Plan calls for the potential expansion of the marina; a possible motorized boating Aquatic Center; the replacement of the existing bathrooms; and the resurfacing of the existing parking lots and launch ramps.

9. **What improvements are planned for Brown's Ravine restroom facilities?** Restrooms in this area are in need of major renovation or replacement and are not adequate for the size of the visitor population. The concessionaire currently must provide portable toilets to meet the needs of the visitor population.

   State's Response: The State will replace existing bathrooms with ADA compliant buildings.

10. **What are the expectations and justification for dry storage facilities in the Brown's Ravine area?** Because covered dry storage for boats is provided by a private company immediately outside the entrance to Brown's Ravine, demand for such facilities within the area is likely to be modest. Furthermore, space for the location of such facilities within the Brown's Ravine area is very limited, and such a facility would be an esthetic challenge. Other Folsom State Recreation Area sites (e.g., Granite Bay), might be better candidates for such facilities.

State's Response: The dry storage building is not necessary, but could provide an additional revenue generation stream for the concessionaire. The provision has been changed to optional within the RFP.

11. **Given that Marina slip renters expect to have access to their boats whenever the Park is open to the public, how will such access be managed in the future?** During the summer months, from mid-June into late August, most of the Folsom Lake entrances must close due to lack of parking. The cost of Park entry is currently included in slip rental fees and renters are not subject to such closures to the entrance of Brown's Ravine Recreation Area. Demand for slip rentals would decline significantly if renters were turned away at the Brown's Ravine gate on high-use summer days, due to limited parking.

    State's Response: The State will resume responsibility for manning/controlling the Brown's Ravine Entrance to Folsom Lake State Recreation Area.

    The park entrance will be opened as follows:
    Pacific Daylight Savings Time: 6 a.m. to 10 p.m.
    Pacific Standard Time: 7 a.m. to 7 p.m.
    The entrance kiosk will be manned as demand dictates

    The State will work with the marina operator to insure sufficient parking is made available, at all times, for slip holders.

12. **Whose responsibility will it be to inspect boats and collect camping fees?** The concessionaire currently inspects each boat entering the Brown's Ravine area to collect fees and ensure it meets requirements for boat camping. During the summer, this involves approximately twenty boats a day, with more on weekends and holidays.

    State's Response: The State will inspect boats and collect camping fees consistent with these services at the other entrances.

13. **Will the State give the concessionaire the ability to store the slip renter's boat in the parking lot during low water conditions?** Folsom Lake has faced problems with low water levels for recreation since 1976, and it will be facing them for the foreseeable future. In seven of the last nine years, boats have been removed from the slip long before the end of the summer boating season. This year, all of the boats were pulled from the water by the first official day of summer. Currently, when boats are pulled due to low water conditions, renters are allowed to store their boats in the parking lots above the docks. This provides slip renters with the option of keeping their boats at the Marina year round; this is often the deciding factor in whether they rent a slip. These particular Brown's Ravine parking lots are not used by the general public during these low-water periods.

    State's Response: Yes.

14. **Why is the State requiring the concessionaire to terminate a slip renter's lease if the boat does not have current registration?** Requiring termination of a contract because a boat does not have current registration is a harsh penalty for a small mistake. Moreover, there is

no way for the concessionaire to confirm if a boat is in fact registered, as many times boaters have registered their boat, but forget to attach the registration sticker.

State's Response: This requirement has been modified to only require that the vessel owner provide proof of registration at the time the mooring rental agreement is executed or renewed.

15. **Why is the State requiring the concessionaire to give slip renters thirty days' notice to remove boats from the slips?** In the past, the Bureau of Reclamation has given less than one-week's notice to the concessionaire to pull boats from the lake, making compliance with this requirement difficult.

State's Response: The requirement is modified to provide reasonable notice as concessionaire receives updated information from BOR or the State regarding water levels.

16. **What is the basis for requiring a 2% fee on gross receipts "for maintenance of Marina facilities"? How will fee proceeds be used?**

State's Response: The fee is for the State's costs of facilities directly impacted by the marina concession operations, i.e., roads, restrooms, parking and public safety.

17. **What is the basis for the amount and kinds of information that the State is requiring on the concessionaire's renters? Will this information be subject to FOIA requests? What assurances can the concessionaire give slip renters that this information will not be given to other parties?**

State's Response: The State requests information to facilitate its ability to respond to emergency situations. Also, as partners in the delivery of services to our park visitors, we share the responsibility to ensure communications are fair and consistent to the public. All Public Record Act requests are evaluated on a case by case basis. The State takes the privacy of its citizens seriously, and will comply with the Information Practices Act of 1977 (beginning with Section 1798 of the Civil Code.) Additionally, customer lists may be exempt from release under the California Public Records Act (beginning with section 6250 of the Government Code) if it falls into one of the several statutory exemptions.

18. **What is the basis for the State's request that employees have a United States Coast Guard approved "Certification of Assistance Towing"?** The United States Coast Guard does not require a license or certificate if the towboat is less than 26' in length and it does not offer such a certificate. The average boat being towed on Folsom Lake is 21', and the average tow is less than three miles. In the State of California, there is no requirement to have a driver's license to operate a boat.

State's Response: The requirement for the certificate is removed from the contract. The State needs assurance that the potential towing employees have the experience and knowledge to do the job safely and correctly. The requirement to describe qualifications will be addressed through the Operation Plan, Organization Structure, which requires proposers to list position titles and summary of required job skills and qualifications.

19. **Why does the State feel that the current pump-out facility at Brown's Ravine needs**

to be improved and/or replaced? The RFP states that the concessionaire shall "improve and/or replace the sewage pump-out system for vessels at the Marina." The current concessionaire has continually maintained and continues to maintain an excellent pump- out dock that can service any size boat. It is in excellent condition. It is also available at no charge to the public any time the Park is open.

State's Response: The concessionaire is responsible to maintain the pump-out station in optimal condition to current standards throughout the term of the 21+ year contract. The State believes the station will require improvement or replacement at some point during the term.

20. **Will the State schedule a site visit to Brown's Ravine area with interested bidders to see the facility and discuss the RFP?** The draft RFP does not fully reflect the challenges and opportunities that are inherent in the management of Folsom Lake Marina now and in the future. Such a site visit would enhance the quality of proposals and the likelihood of success for both the future concessionaire and the State of California.

    State's Response: The State will not offer another site visit. A site visit was conducted on July 2, and interested parties were provided a tour of the premises. All parties declined the offer to enter the premises for closer inspection of the docks, ramps, or other structures.

Matt Woodside

1. Who owns the existing docks?

   State's Response: It is the State's position that the State owns the marina facilities based on the current concession contract amendments #5 and #6, which memorialized the transfer of facilities to the State contingent upon a five (5) year contract extension. The intent of the agreement was to fully amortize the concessionaire's facility investments. During an eight (8) year month-to-month tenancy beyond the contract expiration date, the concessionaire was able to amortize expenses and received the benefit of the agreement.

2. Are you open to including the front gate as part of the concession that would include the following;
   A-revenue share or rent plan

   State's Response: No.

   B-broader more holistic development plan that could include groomed beaches, park settings with shade structures, amphitheater, restaurant, Mormon island museum/visitor center, improved bathrooms and maintenance; and trail, picnic area, and parking lot improvements.

   State's Response: The State would not consider plans for groomed beaches, amphitheater and Mormon Island museum/visitor center in this RFP; these facility improvements are not consistent with the parks General Plan. The State would consider proposals related to shade structures, a floating restaurant consistent with General Plan, park values and mission; and improved restrooms, maintenance and parking lots. Trails and picnic areas already exist.

   C-significant commitment to marketing, and community events

   State's Response: Yes, note requirement on RFP, Page 16, Operation Plan.

3. If you are NOT open to including the front gate in the new concession what plans do you have to improve area surrounding the marina?

State's Response: The State will be improving the parking lots, bathrooms and launch ramps.

4. Will boats be able to continue to be stored in the parking lot when pulled out of the slips?

State's Response: Yes.

5. What is the slip count by size and how many people are on the waiting list for each size of slip?

State's Response: 685 wet slips -

16' – 71 - No waiting list exists for this size slip.
20' – 364 - No waiting list exists for this size slip.
24' x 9.5' – 179 - There is a 603 name, 3-5 year waiting list for this size slip.
24' x 10' – 65 - No waiting list exists for this size slip.

Dry Storage – 175 – No waiting list exists for dry storage.

6. How many slips were leased by size for the last 5 years?

State's Response: The current concessionaire is not required to report rentals by slip size; all slip rentals are reported as mooring. Therefore, a clear delineation by slip size over the last five years is not available.

7. Can we get line item expenses for the last 5 years including, but not limited to, insurance, taxes, payroll and maintenance?

State's Response: Operating costs are considered proprietary information of the current concessionaire and not available for public release.

8. What are the front gate revenues for the last 5 years?

State's Response:

YEAR	GROSS REVENUE
2010	$405,016.00
2011	$404,809.00
2012	$429,556.00
2013	$418,206.00
2014	$463,761.59

9. If revenues drop below a certain amount in drought years can we go to a percentage of revenue instead of a guarantee rent?

State's Response: Contract Section 4, Rent, Page 39, describes provisions for abatement of minimum annual rent based on acts of nature beyond concessionaire's control.

10. What land would be available for construction of enclosed boat storage and/or other structures such as boat repair, visitor center and/or restaurant?

State's Response: For the enclosed boat storage, the dry dock area and potentially the land east of the entrance prior to the trailhead. Required environmental review (CEQA & NEPA) would need to be completed prior to a project approval. As for a boat repair area, the existing maintenance shed and/or dry boat storage could be utilized. The State is not interested in a visitor's center. A restaurant is a possibility as long as it could float.

11. Are you open to rentals such as boats, jet skis, paddle boats, paddle boards etc at the Marina on the water?

State's Response: The RFP and Contract, Section 7 Use of Premises, Page 42, describe provisions for rental equipment. Rental equipment must remain compatible with other motorized operations and not present a safety hazard.

12. Are you open to having a grill/restaurant on the water as part of the Marina?

State's Response: Yes; however, any planning or development of a restaurant would need to be consistent with the General Plan, park values and the Department's Mission.

13. How many additional slips can be added today without dredging?

State's Response: According to the Folsom General Plan, it is estimated that an additional 200-340 slips can be added by lengthening the existing docks.

14. Is there a specific number of covered slips you are looking for? If so how many?

State's Response: There is not a specific number, though the RFP references up to 255. The provision for covered slips is at concessionaire's discretion.

15. Please clarify how the revenue collected by existing operators for year 2016 slip rentals will be treated

State's Response: The State will not interrupt operations of the current concessionaire during an operational season and anticipates a seamless transition in services to customers.

16.What is the current dry storage capacity and what have the rental revenues been for the last 5 years including % occupied.

State's Response: There are approximately 175 dry storage spaces. The current concessionaire is not required to report dry storage and wet slips separately. Both are currently reported as mooring; therefore, there is not a clear delineation of revenue derived or vacancy rates from dry storage over the last five years. The concessionaire currently reports dry storage vacancy at 21% or 37 open spaces.

17.Are you open to assessing the demand for enclosed boat storage before making it a required investment.

State's Response: Yes, the plan for dry dock storage may be addressed in the proposer's facility plan described in the RFP, Page 18.