



June 18, 2009

To Prospective Bidders:

Enclosed is the State's response to proposer questions concerning the Request for Proposals (RFP) for Bidwell Canyon Marina in Lake Oroville State Recreation Area. This response package includes the following:

- 1) The State's Response to proposer questions submitted by prospective proposers and members of the public.
- 2) Errata #1 with modifications to the RFP, page 3, Section 1.3, Contract Summary; RFP, page 5, Section 2.1, Proposal Process; RFP, page 14, Products, Merchandise, and Services; Sample Concession Contract, Section 12, Construction and Completion of Improvements; and Sample Concession Contract, Section 56, Assignments and Subconcessions.
- 3) Concessionaire Monthly Report of Operation and Lake Oroville SRA Visitor Attendance reports.

You may access all materials referenced in this letter on the Concessions website at www.parks.ca.gov/concessions. If you have any questions, please call Laurie Blankenship, Concessions Specialist, at (916) 654-8924 or e-mail lblan@parks.ca.gov.

Sincerely,

James A. Luscutoff, Chief
Concessions, Reservations, and Fees Division

Enclosures

cc: Robert Foster, Northern Buttes District Superintendent

Questions Submitted by Bidwell Canyon Marina – Charlie Moothart:

1. Sample Contract states that concessionaire's use of premises is subject to all "valid and existing contracts, leases, licenses, encumbrances and claims of title that may affect the Premises". Please identify each.

At this time, there is an operating agreement between the Department of Water Resources (DWR) and Department of Parks and Recreation concerning management of Lake Oroville SRA, and a Federal Energy Regulatory Commission Project 2100 License that have potential impact on use of premises.

2. Do any sub-concession or other concession agreements exist which affect the Bidwell Canyon Area? If so, please identify the contract(s) by number and describe the nature of the contract(s). Will the concessionaire be expected to coordinate with any other contractors or concessionaires?

Other concession agreements exist within the area of Bidwell Canyon Marina. Concession contracts are only identified by name and they are as follows: Big Valley Divers, Inc.; North State Diving; Emerald Bay Custom Houseboats, Inc.; T. Parks Marine; and Shasta Marine Transport, LLC. Also, the Concessionaire operating the Bidwell Canyon Marina would be expected to cooperate with other Concessionaires operating in the area.

3. The RFP states that the concessionaire must take premises "as is" and the State shall not be obligated to make any alterations, additions, or betterments. Whether or not the State has any such obligation, does the State have planned improvements to the Bidwell Canyon Area? If so, please list and indicate timing of completion.

The State has plans to expand the day use parking area and relocation of a campground within Bidwell Canyon Area. The plans are available for review at the Northern Buttes District Office upon request.

4. If there is a change in concessionaire, will the new concessionaire be required to use, remove, or otherwise dispose of any materials, structures, equipment, or other property abandoned by the prior concessionaire?

The incumbent Concessionaire is required to remove all personal property from the premises in a manner satisfactory to State within thirty (30) days of contract expiration. Should the incumbent Concessionaire fail to remove or dispose of the property, State may, at its election, dispose of the property at Concessionaire's expense.

5. Please clarify the obligations of the State, if any, to provide and maintain facilities in the Bidwell Canyon Area? For example, does the State have an obligation to provide highway access to the marina site, parking, or launch ramps allowing access to the water?

The State is responsible to maintain existing roadways, launch ramps and parking lots within Lake Oroville SRA consistent with funding appropriated by the State Legislature.

6. We assume that the State will be ensuring that all facilities above the high water mark are compliant with the Americans with Disabilities Act ("ADA"). Please verify this assumption. We also assume that the State will be ensuring that its boat launch facilities are ADA compliant. Please verify this assumption as well.

State is responsible for ADA compliance on the State premises outside concessionaire's control. Sample Concession Contract, Section 41, Disabilities Access Laws addresses Concessionaire's responsibility for ADA compliance.

7. Who is responsible for providing, maintaining and/or controlling the parking area(s) for the marina? If multiple lots and/or areas, please specify location and responsibilities for each. If the responsibility for maintaining parking areas is different at Lime Saddle, please explain the reason/justification for the difference.

The State shall be responsible for maintaining and/or controlling the parking areas(s) at Bidwell Canyon Marina. The same applies for the Lime Saddle parking areas.

8. To allow a more detailed analysis of various revenues and revenue patterns for the Bidwell Canyon Area, please provide the current concessionaire's revenues for the past 20 years and the composition of those revenues. Please provide revenue figures in the categories reported by current concessionaire, by month. If there were any changes in the composition of revenues or how they are reported, please identify the changes.

The State is able to provide the current Concessionaire's revenues for the past five (5) fiscal years. Please refer to attached PDF document titled Concessionaire's Monthly Report of Operations.

9. Have there been any significant changes in revenue pattern for the existing concession in the last 10 years, i.e., increase or decrease, change in monthly pattern from month to month, or year to year, etc?

Refer to response for question #8.

10. If minimum required rent in the RFP was applied to the revenues reported by the existing concessionaire, how would it impact the concession fees paid for each of the past 10 years? Specifically, would the concessionaire have had to pay at least the minimum \$300,000 required annual rent?

Refer to response for question #8. The Concessionaire will be expected to pay the minimum annual rent, as stated within the RFP, or the minimum annual rent, as bid, whichever is higher.

11. Please provide the annual visitor count for each entrance to Lake Oroville SRA for the past 20 years, by month.

Visitation data by month is only available beginning 7/1/2001 and is provided for the park unit as a whole and not broken down by entrance station. See attached PDF document titled Attendance.

12. The RFP does not mention a minimum pool level for the lake. Will the State identify a minimum pool level? If the lake falls below a minimum pool level, are the concessionaire's obligations changed in any way?

There is not a minimum pool level established for the lake.

13. Please provide historical maximum and minimum pool levels over the last 20 years.

The following chart identifies historic lake levels measured in feet at Lake Oroville for the period January 1989 through May 2009 as reported by the California Department of Water Resources.

Year	1-Jan	1-Feb	1-Mar	1-Apr	1-May	1-Jun	1-Jul	1-Aug	1-Sep	1-Oct	1-Nov	1-Dec
1989	727.32	751.11	785.00	846.00	828.57	819.78	826.24	792.90	699.33	724.90	689.34	710.01
1990	744.00	738.38	757.67	778.20	755.67	761.90	738.94	714.01	688.50	688.69	687.13	675.70
1991	654.03	653.40	689.49	703.20	721.56	719.52	730.67	720.38	718.70	713.56	710.70	705.84
1992	679.70	689.22	749.37	773.25	752.01	762.54	749.06	727.30	712.20	705.88	706.57	711.07
1993	748.36	773.89	849.87	870.51	893.07	897.91	887.06	855.61	839.65	838.07	836.90	828.68
1994	818.56	821.40	832.46	810.06	831.76	793.47	798.13	773.44	756.21	746.63	736.91	745.33
1995	750.67	843.75	837.98	848.42	880.83	894.85	898.1	892.73	875.91	856.55	849.32	847.57
1996	842.44	844.58	843.46	864.36	881.12	897.94	893	866.8	845.55	844.52	840.18	843.58
1997	879.65	852.45	839.72	861.78	879.59	877.5	860.4	819.63	801.12	794.58	785.82	787.84
1998	803.6	840.13	842.28	850.29	867.2	885.4	898.2	887.35	867.24	850.81	843.67	857.05
1999	841.2	846.56	850.16	860.43	882.04	894.71	890.2	853.26	831.69	819.72	808.87	808.19
2000	799.14	813.85	846.9	853.33	871.16	872.74	853.7	817.64	784.68	775.15	765.68	757.94
2001	755.05	756.21	767.14	788.32	799.89	792.58	774.5	754.47	734.57	727.96	721.93	721.06
2002	743.98	774.72	794.21	819.88	838.23	837.38	812.8	769.66	734.15	717.86	702.88	696.18
2003	769.32	806.35	818.58	822.16	888.96	898.66	873.5	837.09	813.33	803.19	793.86	794.09
2004	814.45	837.96	860.2	867.36	867.91	857.2	825.3	789.83	762.77	752.82	745.32	745
2005	755.45	774.07	800.42	839.3	874.71	898.1	886.4	873.84	861.26	849.59	839.49	843.84
2006	846.82	853.16	852.88	863.42	886.14	898.54	889.9	873.21	857.68	849.025	842.58	843.12
2007	849.59	858.42	838.32	871.3	810.43	852.44	817.8	782.06	723.41	730.49	712.84	698.7
2008	702.77	715.54	736.83	753.22	708.54	747.92	718.3	692.79	680.43	675.48	666.72	661.28
2009	661.11	679.11	757.55	787.16	803.68							

14. If the pool level drops below certain levels, the concessionaire may have to incur significant added and/or unanticipated expense to modify facilities to allow continued use of some of the facilities. Will the State adjust the concession rate and/or the minimum annual payment to account for the added expense? At what lake level will the State consider granting relief from minimum required concession fees?

Lake level fluctuations must be considered by each proposer.

15. It is unclear whether the State is committing to reduce the minimum annual rent in the event revenues are impacted due to drought, fire, or other such events beyond concessionaire's control. Will such rent abatement be available only when concessionaire is entirely prevented from performing, or will rent abatement be available when concessionaire's revenues are materially impacted, such as when marina use falls due to forest fires or drought? Is the State committing to allow adjustment of the minimum annual rental in such circumstances, or only to consider whether to allow adjustment? If the State is only committing to consider adjustment, what standards or criteria will be applied to determine whether an adjustment will be allowed?

Rent abatements will be considered upon request and must include a significant impact on visitor service and attendance.

16. Will the State consider placing a cap on the minimum annual concession payment so the payment will never exceed net revenues from operating the marina?

Refer to response for question #15.

17. Will paved parking be provided to low water level? At whose expense?

This has not been determined at this time.

18. All prices are to be approved by the State. What is the process for approval? If proposed rates are not approved, what is the process for appeal, if any?

Refer to Sample Concession Contract, Paragraph 16, Rates, Charges, Goods and Services and the RFP regarding the Operations Plan, Prices and Pricing Policies to be developed by proposer.

19. Is there a significant change in marina operating costs during lower water levels? At what lake levels do the major impacts occur?

All operational costs must be considered by each proposer.

20. What are the factors the state considers in granting relief from the minimum annual concession fee?

Refer to response for question #15.

21. Has the state abated or waived concession fees or other contractual obligations of any marina concessionaire in the past 10 years due to events beyond the concessionaire's control? If so, please identify the abatement, the reason for the abatement and how the concessionaire's obligation was affected.

Yes. Minimum Annual Rent was abated from October 31, 2003 to March 29, 2004 Pyramid Enterprises at Silverwood Lake SRA in March 2004, due to the October 2003 firestorm that closed the park for one third of the contract year.

22. RFP states that, "when walk-way access is unavailable, the concessionaire shall provide shuttle service from parking lot to the marina facilities on the lake". We are uncertain as to the extent of the service the State is referring to as "shuttle service." Please confirm that a "golf cart" style shuttle available by appointment would be acceptable.

A golf cart style shuttle would be acceptable.

23. At what lake level, if any, will the state allow the concessionaire to cease services such as pump-off, fuel delivery, shuttle, retail and restaurant operation, etc.?

Refer to Sample Concession Contract, Section 6, J., Hours of Operation.

24. The RFP requires a floating restaurant. The existing concession has a state approved license allowing the sale of spirits. The RFP calls for a beer & wine license only. Why are spirits excluded, and how much revenue is attributed to sale of spirits under the current contract?

Refer to RFP Errata. State will consider the sale of distilled spirits based on proposals. If approved, the final contract will be modified accordingly. Revenue information specific to revenues associated with the sale of distilled spirits is unavailable.

25. The RFP states that one of the State's objectives is to "construct new marina facilities" to comply with the ADA. Please identify which, if any, current marina facilities the State considers not to comply with the ADA.

All new marina facilities are required and must be ADA compliant.

26. The RFP indicates that the current concessionaire offers a marina with "over 800 boat moorings" but the new contract requires moorings for 700 to 800 boats. How will this reduction affect the anticipated revenues from the marina?

State is unable to project how the reduction in moorings will affect revenues.

27. The RFP requires "Transition Plan A & B". Transition Plan B incorporates purchase of the existing concessionaire's facilities. Please verify that all existing facilities and equipment are acceptable to the State. If any facilities or equipment are not acceptable, please specify and indicate the reason.

The State is aware the current facilities are aged and in need of replacement and the RFP calls for new facilities. However, to minimize disruption to mooring customers and visitor services, Transition Plan B allows an incoming Concessionaire the opportunity to purchase existing facilities from the incumbent Concessionaire to facilitate a smooth transition.

28. If existing facilities are to be incorporated into the development plan, how shall they be valued?

In the event the incumbent Concessionaire is not awarded the contract, negotiations regarding the purchase of marina facilities and the value shall be solely between the incumbent Concessionaire and the incoming Concessionaire.

29. If the existing concessionaire or another bidder owns facilities, such as a floating restaurant or docks, please verify that the bidder may offer those facilities at their book or fair market value as part of the mandatory \$3.5 million investment into the marina development. If so, how are the existing facilities to be valued for purposes of bid evaluation?

Refer to the Errata of RFP, Page 3, concerning the \$3.5 million investment. All facilities within the Facility Improvement Plan must be new.

30. Please confirm that the Transition Plan which will be evaluated is "Transition Plan A" unless the bidder submits a commitment from the existing concessionaire to sell existing marina facilities to the bidder in the event that the existing concessionaire is unsuccessful in winning the new concession contract.

Regardless of whether a commitment exists between the incumbent Concessionaire and a proposer prior to the proposal submission deadline, both Transition Plan A and B will be required as part of their proposal.

31. Please confirm that the existing concessionaire is not required to submit a Transition Plan and will receive the full 10 points since no transition would be necessary.

If the incumbent Concessionaire submits a proposal, a Transition Plan will be necessary to describe their ability and commitment to provide high-quality marina services during a four year, multi-phase plan to construct all new facilities.

32. Please eliminate the “incumbent preference” evaluation criterion. Experience for all bidders is judged under the “Experience” criterion and it is inappropriate and possibly duplicative, to evaluate the existing concessionaire twice on this element.

Incumbent Preference is evaluated based on the incumbent’s annual Performance Evaluations and not based on experience. Therefore, the Incumbent Preference points will remain as part of the proposal evaluation criteria.

33. What existing facilities and/or equipment will remain in place for new concessionaire’s use?

Existing facilities belong to the current Concessionaire and must be removed within 30 days of contract expiration.

34. According to the RFP, the concessionaire is responsible to provide and maintain pump-off facilities. The State has grant programs available for such facilities. Will the State participate in a request for grant, or cooperate with concessionaire to obtain State matching funds, to install pump-off facilities?

The State would cooperate with efforts to obtain grants for the betterment of the premises.

35. What are acceptable fees to charge for pump-off, both at the dock and “mobile floating pump-off” services?

Refer to RFP, Page 14, Prices and Pricing Policies and Sample Concession Contract, Section 16, Rates, Charges, and Quality of Goods and Services.

36. If the DWR General Plan update calls for any changes which are likely to materially affect either the cost of operating the marina (e.g., additional environmental requirements) or the revenues of the marina (e.g., the number of annual visitors likely to visit the marina), will the State re-negotiate the concession rate, including modifying or eliminating the minimum annual rental to the State?

It is anticipated that the new General Plan will call for no significant changes to the concession operation.

37. RFP states that “concessionaire shall develop a priority mooring assignment system that is approved in advance” by state. Does this preclude concessionaire from changing space assignments as may be needed to facilitate smooth operation and boat safety? Is this provision meant to guarantee specific locations to boats? Please clarify what the state’s intent and position on this issue.

The priority mooring assignment system does not preclude the concessionaire from changing space assignments as may be needed to facilitate smooth operations. It is intended to provide a choice based on criteria established by the Concessionaire and approved by the State.

38. What area of Lake Oroville is included in concession Premises and may be used for marina facilities?

Pursuant to the Sample Concession Contract, Section 6, Use of Premises, Page 7, Item C, Concessionaire area of control is all marina facilities; fuel delivery system; water and sewer systems and other utilities; fuel storage tank in parking lot above marina; and marina service and storage yard.

39. Concessionaire is required to provide pump-off by appointment. 7 days per week? Difficulty providing appointments to 400 boats which can take several hours to service. What is state's priority between providing access and services to visitors (non-mooring customers) and mooring customers?

Refer to RFP, Page 14, Products, Merchandise, and Services which requires Proposer to describe provisions for pump-out services.

40. What charge is acceptable to the state for pump-off services?

Refer to RFP, Page 14, Products, Merchandise, and Services and Sample Concession Contract, Section 16, Rates, Charges and Quality of Goods and Services.

41. The current concession contract includes rights to develop a marina at the Spillway area. Why was the Spillway marina excluded from the current RFP?

The State does not intend to develop a marina at the Spillway at this time.

42. Does the state intend to develop the Spillway area further? In particular, does the State intend to award another marina concession for the Spillway area?

See State response to #41 above.

43. Are other marina concessions planned for any part of Lake Oroville SRA? Please identify location(s) and timing, if known.

Not at this time.

44. The RFP allows submission of proposals by a Joint Venture, but also states that "proposers must have a minimum of five (5) years experience. . . "Must the Joint Venture itself have been in existence for at least five years in order to submit a proposal? Or, is it acceptable if each Joint Venture partner has at least five years' experience? Can any Joint Venture partner have less than five years' experience and still be responsive to the RFP?

The Joint Venture itself does not have to be in existence for at least five years prior to proposal submission. However, at least one Joint Venture partner must have at least five years experience. Any change in the Joint Venture following contract execution would be considered a reassignment requiring State's approval.

45. If a protest hearing is requested, what is the likely impact to this RFP process and/or delay to awarding the concession contract?

A protest would delay the timeline.

46. Is the state aware of any potential, pending, or expected legal actions which may delay, impede and/or disallow the award of this concession contract? If so, please list the nature of the actions(s) and likely impact to this RFP process.

There are no legal actions pending that would delay the contract award process. The State has no way of predicting future legal actions or delays.

Following are questions related to the RFP for the business opportunity at Bidwell Canyon Marina from Lake Oroville Marina, L.L.C., a Forever Resorts Property:

Section 1 - Project Summary, Page 1 Sub-section 1.2, General Information:

The site description of the current operation states, "and the boat marina with over 800 boat(s)". Would you, (California Department of Park and Recreation), (DPR)) please provide the following information:

- Total number of customer rental moorings which comprised the 2007/2008 gross receipts?

The State does not have the specific number of rental moorings during the 2007/2008 period.

- Total number of customer rental Mooring Slips - Open and Covered which are a component of point one above?

Bidwell Canyon Marina has 275 covered slips and 131 open slips.

- Total number of customer rental Buoys & Walkway Moorings, individually which are a component of point one above?

Bidwell Canyon Marina has 48 continuous walk ways and 442 buoys.

The current concession operation operations details among other items visitation and gross receipts for the past 5 years. Would DPR please provide the following information:

- What method is used by DPR to calculate visitation?

The visitor numbers are established based on DWR supplied vehicle counters and campsite and ticket sales at the entrance gates.

- The visitation for FY 2007/08 decreased from FY 2006/07 levels by 292,255 (-28%). What does DPR attribute the significant decrease in visitation to?

The State is unable to determine the basis for decreased visitation.

- The visitation for FY 2005/06 decreased from FY 2004/05 levels by 305,815 (-23%). What does DPR attribute the significant decrease in visitation to?

The State is unable to determine the basis for decreased visitation.

- How is the 2008/09 visitation tracking for the most recent statistical month as compared to the same period 2007/08?

The most recent statistical month available for visitation data is April 2009 with a total attendance of 102,143 compared to April 2008 with a total attendance of 53,171.

- For FY 2007/08, the gross receipts are reported as \$3,208,225. Will DPR please provide the gross receipts components for
 - Mooring - Slips & Buoys

Refer to State's response to Question #8.

- Boat Rentals - Houseboats & Small Boats

Refer to State's response to Question #8.

- Gasoline

Refer to State's response to Question #8.

- Retail Store

Refer to State's response to Question #8.

- Snack Bar

Refer to State's response to Question #8.

- Dry Storage?

Refer to State's response to Question #8.

Section 1- Project Summary, Page 3 Sub-section 1.3, Contract Summary:

Contract provision point 2 requires the successful proposer to invest a minimum of \$3.5 million dollars "in the development and rehabilitation of a marina concession complex".

- If the proposer is successful in acquiring certain mooring and related assets from the current Concessioner, can/will the acquisition cost for those assets be applied to the \$3.5 minimum investment?

No. Refer to State's response to Question #29.

- If the answer to the point above is no, then please confirm that the cost of rehabilitation of the assets acquired will apply toward the \$3.5 million investment?

Refer to State's response to Question #29. New facilities are required.

- What is DPR's definition of Real Property as it applies to the concession contract?

Real property is defined as land and all improvements permanently affixed to the land.

Sample Concession Contract, Section 6 - Use of Premises:

B. 1) - This provision requires the Concessioner to provide 15 temporary use slips that are 25' in length or less for the period Memorial Day to Labor Day.

- Would DPR consider excluding the 15 temporary use slips from the 800 moorings designated for the marina?

No. The 15 temporary use slips are included with the total of 800.

E - State Use - This provision requires the Concessioner to provide 8 covered boat slips and 2 buoys at no cost to the state.

- Are the slips and buoys which the state will be using included or excluded in the 800 moorings designated for the marina?

Slips and buoys designated for State's use are included in the 800 moorings.

K. 2) - Mooring Agreements are not transferable upon the sale of the vessel.

- Does DPR have a policy with regards to the sale of vessels (boats) on Lake Oroville?

No. DPR does not have a policy regarding the sale of vessels on Lake Oroville. Refer to Sample Concession Contract, Section 6 K.

- If there is a Boat Sale Policy will DPR please provide that policy?

DPR does not have a boat sale policy.

- Does DPR have a policy with respect to a customer wait list?

No. DPR does not have a policy regarding a customer wait-list.

- If there is a Mooring Wait-List policy will DPR please provide that policy?

DPR does not have a mooring wait-list policy.

Sample Concession Contract, Section 7 - Facility Development:

The provisions of this section details the minimum facility improvements and equipment expectations.

- Does DPR have a Facility Developmental Concept Plan for Bidwell Canyon Marina which details the maximum number of units that can be operated over the contract term? Following are some examples:

- a) Maximum Number of Moorings
- b) Maximum Number of Houseboats
- c) Maximum Number of Small Boats
- d) Maximum Number of Dry Storage Units

DPR does not have a Facility Development Concept Plan for Bidwell Canyon Marina in regard to the above.

Sample Concession Contract, Section 7 - Facility Development continued:

1) - This provision requires the Concessioner through attrition to reduce the current moorings to a maximum of 800.

- Would DPR please define in detail what the attrition plan is?

As mooring customers cancel their mooring agreements and vacate the slip or buoy, the total number of moorings will be gradually reduced.

- What is DPR's expected time line to accomplish the attrition objective?

The State anticipates attrition objectives will be met within the four-year completion deadline.

- If I am a mooring renter being eliminated, what is the basis for elimination?

As stated above. The mooring attrition will be a gradual process and is not intended to disrupt visitor services.

2) - This provision requires separate docks for rental boats, personal watercraft and short-term moorings.

- Are the above referenced docks/moorings included in the maximum number of moorings?

Yes.

3) - This provision calls for Dry Boat Storage.

- What is the minimum/maximum number of Dry Boat Storage Units authorized under the new contract ?

This will be based on the size of the service yard; design of facilities; the successful proposer's Facility Development Plan; and State's approval.

- Are the mini-storage units in the service yard currently being used for Dry Storage?

This is unknown.

- Is there other Dry Storage rental spaces currently being operated by the Concessioner other than the mini-storage units?

There are none.

6) - This provision calls for a minimum of six (6) fueling stations.

- Would DPR please clarify its definition of 6 fueling stations? E.g. 1 pump with 2 hoses = 2 fueling stations.

Each hose equals a fueling station consistent with the number of vessels able to obtain fuel at one time.

12) - This provision calls for the Concessioner to remove the existing mini-storage units in the Service Yard.

- DPR has made the decision to remove the existing enclosed mini-storage units. Would DPR please provide us with some background for the decision?

The storage units are aged and in disrepair.

- Does DPR have an estimated cost for the removal of the units? If so would you please state what that estimated cost of removal is.

State does not have this information.

- Will DPR please define what its specifications and expectation are with respect to removing the storage units? E.g. Site remediation to original natural state which would include removal of building, concrete pads, environmental assessment and plant re-vegetation.

State requires removal of the buildings only.

- What is DPR's time line for removal of the mini-storage units?

Refer to RFP, Page 16, C Transition Plan A and B.

- Will DPR entertain a proposal to retain the mini-storage units under the management of the Concessioner?

No.

General Questions - Transition Plans A and B:

In the event that current Concessioner is not willing to sell any mooring assets to the incoming Concessioner or both parties cannot agree on a mutual price, there is a high probability that a very large number of mooring customers will have to remove their boats from the marina as no Concessioner can immediately accommodate + 800 customers temporarily.

- In order for a Concessioner to continue mooring operations without disruption and displacement of customers, has DPR given consideration to acquiring the mooring facilities from the current concessioner and assign those facilities to the incoming Concessioner until such time as the Concessioner can replace and/or rehabilitate facilities acquired by the State?

No.

General Questions - Utilities:

- Does DPR currently provide any utility services (e.g., water, sewer, electricity) to the Concessioner at Bidwell Canyon Marina? If so which utility type and the annual cost?

Concessionaire is responsible for the installation and provision of all utilities used in connection with the concession facilities.

- If DPR does not provide any Utility Services at Bidwell Canyon, would DPR please provide the name of the utility provider for each specific utility type.

DPR does not provide any utility services at Bidwell Canyon Marina.

General Questions - Boat Brokerage:

- Will DPR consider Boat Brokerage as an authorized service in the new Contract?

Yes. However, the sale of any boat by the Concessionaire at Bidwell Canyon Marina would be subject to the same terms and conditions as stated in the Sample Concession Contract, specifically, Section 5, Page 3, Rent.

Questions submitted by The Weist Law Firm:

- How many (approximate) "boats" are presently existing?

State estimates there are 896 mooring customers at this time.

- What counts as a "boat"? Are the marina's fleet of houseboats, rental boats, shuttle boats, equipment boats etc, excluded from the definition.

All vessels owned by mooring customers. It does not include concession-owned boats.

- Are there any other assets that come with the Concession Contract (such as the maintenance buildings, storage sheds, dry boat storage, Dam launch ramp concession rights, etc?)

Yes. Maintenance building and launch ramp.

- Does the marina/bar have a hard liquor license, and will the bar be allowed to continue operations?

The current concession operation is allowed to sell on-premises beer, wine, and distilled spirits with bona fide meals at the restaurant and the off-premises sale of beer and wine is allowed at the marina store. Refer to RFP Errata concerning State's consideration of sale of distilled spirits based on proposals. If approved, the final contract will be modified accordingly.

- How much land/space comes with the concession? Can the additional land be developed to accommodate storage and/or service and maintenance shops?

Refer to Sample Concession Contract, Section 6, Use of Premises.

- Are there nearby surrounding areas that could be developed to accommodate additional parking?

Yes. Please refer to State's response to Question # 3.

- Who maintains roads? Lighting? Landscaping? Boat ramps?

The State maintains roads, lighting, landscaping, and boat ramps on the premises within State's areas of responsibility. Concessionaire is responsible for the roads and landscaping within the Concessionaire's area of responsibility.

- What is the present condition/status of the water and wastewater facilities? Remaining useful life? Regulatory status?

State does not have information concerning the useful life of water and wastewater facilities. They currently meet the minimum regulatory requirements.

- Is video surveillance allowable?

Yes, with State's approval.

- Will the State allow ground transport/ shuttle service vehicles to operate between upper parking lots and a marina drop-off station?

Yes.

- Is the State aware of any grant or loan programs available to assist with potential "marina" enhancement projects?

No.

Questions submitted by:

**Janeene Lewis
Rescue, CA**

Q-1 – How can six pump-out stations be even near adequate for 800 boats?
(I believe that is all there are currently.)

Currently, there are three public pump-out stations. This RFP doubles the amount of stations and enhances efficiency and capacity of these stations.

Q-2 – How will the best pump-out services for the possibility for more points toward the contract award be weighed/determined?

(This is extremely important considering the current outdated and inadequate system.)

Evaluation of the points to be scored will be based on the knowledge and expertise of the award board.

Q-3 – How are owners expected to make an appointment for pump-out stations?

(Maybe a designed station for owners might be helpful.)

A system for pump-out appointments will be designed by the Concessionaire and approved by the State.

Q-4 – How are six fueling stations adequate for 800 boats plus any daily visitors?

(I believe that is all there are currently.)

Refer to State's response to Q-1 above.

Q-5 – What does a priority mooring assignment system actually mean?

(Some houseboats have had the same assignment for many years and the connections are maintained by those boat owners to help prevent breaking loose.)

Priority mooring assignment system to be developed by Prposer's based on provisions in the Sample Concession Contract, Section 6, Use of Premises, K. Mooring Agreements.

Q-6 – Will there be capability for the marina to check for current registration through DMV even though the current sticker is outdated at the beginning of a year?

(I believe boat stickers arrive in December.)

No.

Q-7 – How will compliance for notification to state for listed items (e.g. damage to cables or boats) actually be regulated so that issues are resolved immediately?

(Immediate response capabilities are crucial along with the reporting.)

The Sample Concession Contract, Section 6 B., Use of Premises, includes reporting requirements.

Q-8 – How will the annual boat pass system work?

(Currently a boat pass is a "sticker" for a towed boat and is attached to a vehicle parking pass.)

State will provide for separate sale of boat and day use passes for mooring customers.

Question submitted by Jeff Pothier:

On page 9 section K. Mooring Agreements, sub section 2, it states “Mooring agreements are non-transferable upon the sale of the vessel.”

I just need to say that this provision is crazy. With this provision, no one will be able to sell a houseboat, because they will not be able to transfer the buoy or slip to the buyer. Nobody in their right mind, would purchase a houseboat, only to be required to pull it from the lake in order to go on a waiting list.

I believe that this would cause people who are unable to sell a houseboat, to abandon it, which will cause many more problems.

Currently, when a person buys a houseboat they also have the choice of transferring the buoy or slip into their name. They do this by notifying the Marina office that they have purchased the vessel and then provide the office all applicable documentation, regarding owner information, registration and insurance.

Mooring agreements are non-transferable upon the sale of the vessel.

**Question submitted by:
Erin J. Gachne, P.E., LEED AP
Structural Engineer
MBJ Consulting Structural Engineers**

I am curious as to whether new Marina infrastructure is planned as a result of the forthcoming change in operations.

Yes. Refer to Sample Concession Contract, Section 7, Facility Development.

**Question Submitted by:
Jerry Johnson**

Page nine Item K. 2. States Mooring agreements are non-transferable upon sale of vessel. Does that mean if a boater sells his boat it must leave the lake?? Or does it mean the concessionaire must sign a new mooring agreement wit the new owner. If the sale of a boat means there is no way it can stay in the marina you have rendered our boats worthless.

Yes, unless the boat is sold to the next mooring customer on the priority waiting list.

REQUEST FOR PROPOSALS

Bidwell Canyon Marina

Lake Oroville State Recreation Area

ERRATA #1

June 18, 2009

Changes to the RFP consist of the following:

RFP Page 3, Section 1.3 CONTRACT SUMMARY

At a minimum, the successful proposer will be required to:

2. Invest a minimum of three million five hundred thousand dollars (\$3,500,000) in the development and rehabilitation of a *new* marina concession complex including mooring for a maximum of 800 boats; facilities for boating-related services; and concession offices. NOTE: All floating facilities including docks; retail space; office space; floating public restroom, sewer pump-outs; courtesy dock; necessary connector floats and ramps; and marina cabling and anchoring systems shall be considered personal property and will vest with the concessionaire at the end of the contract. Title to all real property improvements will vest with the State at the end of the contract.

RFP, Page 5, Section 2.1 PROPOSAL PROCESS

2.1 PROPOSAL PROCESS

Tentative Proposal Dates

May 1, 2009.....	Opening Date - Publication of the RFP
May 11, 2009.....	Optional Pre-Proposal Meeting
June 1, 2009.....	Questions - Last date for proposers to submit written questions
June 9, 2009.....	Answers - DPR written responses to questions
August 12, 2009 August 4, 2009	Closing Date - Deadline for proposal submission
August 2009	Investigation and evaluation of Proposals
September 10, 2009	Notification of "Intent to Award Contract"
October 13, 2009	Award, preparation, and execution of contract
October/November 2009	Agreement of Disposition of Facilities, if necessary
November/ December 2009.....	Removal of Existing Facilities, if necessary
December 1, 2009 January 2010	Thirty (30) year contract begins

RFP, Page 14, Products, Merchandise, and Services

Provide a detailed description of the proposed menu, ***including description of alcoholic beverage sales***, and other products, merchandise, and services to be provided by the concession operation. Food and other sales items must be high quality and the selection varied. The products and services offered should meet or exceed the needs of the park users, and be compatible with and complimentary to the mission of the park. ***If proposal includes the sale of distilled spirits, the Operations Plan must provide a Security Plan that provides security personnel during times when distilled spirits are sold. The Security Plan must be submitted annually, in writing, and be approved, in writing, by State. Approval of the Security Plan by the State must occur prior to the sale of distilled spirits, annually.*** Proposal shall ***also*** include a provision for pump-out services.

Changes to the Sample Concession Contract consist of the following:

12. CONSTRUCTION AND COMPLETION OF IMPROVEMENTS

F. Completion of Improvements: Upon State approval of the Working Drawings and receipt of all required permits, licenses, and other approvals, Concessionaire shall commence construction to the facility as described herein, no later than ~~January 1, 2014~~ ***December 1, 2010*** and prosecute the same to completion with all due diligence and within two (2) years from construction commencement date. In the event Concessionaire is the owner of existing facilities or is able to acquire existing floating facilities from prior Concessionaire, Concessionaire shall be allowed to commence construction to the facility as described herein, no later than ~~January 1, 2014~~ ***December 1, 2010*** and prosecute the same to completion with all due diligence within three (3) years from construction commencement date. Such time shall be extended as reasonably necessary in the event of delays caused by fire, earthquakes, wars, strikes, adverse weather, or other calamity beyond Concessionaire's control. Concessionaire shall hold monthly or more frequent status meetings throughout the period of construction, which shall include representatives of the general contractor, appropriate subcontractors, a representative of Concessionaire, and a representative of the State.

56. ASSIGNMENTS AND SUBCONCESSIONS

No transfer, assignment, or corporate sale or merger by the Concessionaire that affects this contract or any part thereof or interest therein directly or indirectly, voluntarily or involuntarily, shall be made unless such transfer, assignment, or corporate

merger or sale is first consented to in writing by State. Before State considers such assignment, evidence must be given to State that the proposed assignee qualifies as a "best responsible bidder" under the terms of Section 5080.05 of the Public Resources Code or "best responsible person or entity submitting a proposal" under the terms of Section 5080.23 of the Public Resources Code and the Bid Prospectus or Request for Proposals under which this contract was awarded and executed. To be effective, any such assignment must comply with applicable law including, without limitation on generality, Public Resources Code Sections 5080.20 and 5080.23.

Portions of this concession may be operated by others under a subconcession agreement with prior written consent of State under the following conditions:

- A. The subconcessionaire must be qualified.***
- B. The subconcessionaire's interest shall be subordinate and in all ways subject to the terms of this contract.***
- C. Concessionaire's gross receipts shall include all receipts of the subconcessionaire.***