

**ERRATA #1**

**REQUEST FOR PROPOSALS**

FOR

**FOLSOM LAKE MARINA** AT

Folsom Lake State Recreation Area



Opening Date – June 16, 2015

Closing Date - ~~September 29, 2015~~ **October 13, 2015**

STATE OF CALIFORNIA – RESOURCES AGENCY  
DEPARTMENT OF PARKS AND RECREATION  
CONCESSIONS AND RESERVATIONS DIVISION  
1416 NINTH STREET, 14<sup>TH</sup> FLOOR  
SACRAMENTO, CA 95814



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

1. Operate and maintain a marina concession offering high-quality boating and recreational goods and services, including but not limited to boat slip and mooring rentals, fuel and oil sales, sewage pump-out facility, boat and watercraft equipment (PWC) rentals, and retail space for groceries and boating supplies.
2. Invest a minimum of two million five hundred thousand dollars (\$2,500,000) in the development and rehabilitation of a marina concession complex that includes slips for a minimum of 674 and up to a maximum of 940 boats, and facilities for boating-related services and retail sales.

NOTE: All marina floating facilities including docks, floating fueling dock, 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.

4. Provide **optional** steel storage buildings for dry boat storage, and up to 255 additional boat slips, including optional covered berths. Improve and/or replace **as necessary** the sewage pump-out system for vessels at the marina, improve vessel fueling station, repair and/or replace docks, slips, ramp and associated structures, marina lighting, signage, wildlife proof trash containers and security systems, and install and maintain regulatory and/or informational buoys within the concessionaire's area of control.
5. Pay as annual rent the amount presented in the proposal, which, at a minimum, shall be the greater of one hundred fifteen thousand dollars (\$115,000) or seven and one half percent (7.5%) of the first five hundred thousand dollars (\$500,000) of gross receipts, plus ten percent (10%) of gross receipts greater than five hundred thousand dollars (\$500,000), plus a minimum of two percent (2%) of fuel and oil sales; plus an additional two percent (2%) of gross receipts for maintenance of marina facilities.
6. Implement the Operation Plan and Facility Improvement Plan as described in Proposal Instructions that clearly demonstrates the proposer's plan to provide accessible services and facilities that comply with Federal, State, and Local accessibility guidelines. The plans will become exhibits of the final contract subject to State review and approval.
7. Maintain the premises, facilities, furnishings, and equipment in good condition in accordance with Department standards and contract provisions.
8. Provide a continuing Performance Bond in the amount of one year's minimum annual rent as bid, with CPI adjustments.
9. Pay for all taxes applicable to the operation of the concession, including possessory interest taxes, and all utility services as required by the contract.
10. Provide liability and property insurance as required by the contract.

## SECTION 2 - THE RFP PROCESS

### 2.1 PROPOSAL PROCESS

#### Tentative Proposal Dates

June 16, 2015 .....	Opening Date - Publication of the RFP
July 2, 2015.....	Optional Pre-Proposal Meeting
July 10, 2015.....	Questions - Last date for proposers to submit written questions
July 31, 2015.....	Answers - DPR written responses to questions
October 13, 2015 .....	Closing Date – Deadline for proposal submission
October 2015 .....	Investigation and evaluation of Proposals
November 2015.....	Notification of “Intent to Award Contract”
December 2015.....	Award, preparation, and execution of contract
February 1, 2016.....	21 year contract begins

**Note:** This schedule does not consider unforeseen factors that could impact the timing of the project. It is the intent of the State to keep proposers apprised of changes in the schedule as they occur. Should the award of the contract be protested, additional time will be required to resolve the matter.

#### Optional Pre-Proposal Meeting

It is strongly recommended that the proposer or designated representative attend the optional pre-proposal meeting at 1:00 p.m. on July 2, 2015 at the Granite Bay Activity Center at the end of Douglas Blvd., Granite Bay, California. The meeting provides an equitable forum for all proposers to:

- Meet local Department staff;
- Learn about the RFP process, including procedures for questions and answers, proposal submission, and contract award;
- Inspect the concession site and receive information on the park and facility history and Department plans for the park and the concession;
- Review the RFP document.

#### RFP Content Questions

Questions regarding this RFP must be submitted in writing and received no later than 5 p.m. on July 10, 2015. To ensure fair competition, all proposers will receive the same information and materials; no telephone or personal inquiries about this RFP will be answered. Questions will be submitted in writing to the Department by email or fax at the address and phone numbers listed below. A written compilation of all questions and answers, and any RFP addenda, will be posted at [www.parks.ca.gov/concessions](http://www.parks.ca.gov/concessions) and sent by first-class mail to all identified potential proposers. Questions will be answered as clearly and completely as possible without jeopardizing the competitiveness of the proposals.

Proposers should send their questions addressed to:

California Department of Parks and Recreation  
Marketing and Business Development Division  
Concessions Program, Room 1442-7  
P.O. Box 942896  
Sacramento, California 94296-0001  
Attn: Teresa Montijo  
Fax: (916) 657-1856  
[teresa.montijo@parks.ca.gov](mailto:teresa.montijo@parks.ca.gov)

### **Proposal Bond**

Proposals must be accompanied by a Proposal Bond or cashier's check payable to the State of California, Department of Parks and Recreation, in the amount of five thousand dollars (\$5,000). By submitting a proposal bond the proposer agrees that the bond may be cashed and retained by the State. If a cashier's check is submitted it will be cashed by the State. In the event the proposer fails to execute the contract, the bond or cashier's check will be retained by the State. Further, by submitting a proposal, proposer agrees that the State will suffer costs and damages not contemplated otherwise should proposer be awarded the contract but fail to execute and proceed with the contract, the exact amount of which will be difficult to ascertain. Accordingly, it is agreed that such retained sums shall not be deemed a penalty, but, in lieu of actual damages, shall represent a fair and reasonable estimate of damages to the State for failure of the proposer to execute and proceed with the contract upon notification of award by the State. Bonds will be returned to all proposers once a contract is signed by the best responsible bidder.

### **Proposal Submission**

The proposal, including the Proposal Bond, must be received by **2:00 PM on ~~September 29, 2015~~ October 13, 2015** at:

California State Parks  
Marketing and Business Development Division  
Concessions Program  
1416 9<sup>th</sup> Street, Room 1442-7  
Sacramento, California 95814

### **Proposal Format & Content**

The proposal package must be sealed and clearly marked on the outside with "Proposal for Folsom Lake Marina at Folsom Lake State Recreation Area". Please submit an original plus **seven (7)** copies of the proposal in 8.5" x 11" three-ring binders. All material should be presented in an 8.5" x 11" portrait format with tabs for each section. Larger formatted graphic exhibits are acceptable if folded to fit within the 8.5" x 11" three-ring binder.

### **Confidentiality of Proposals**

All proposals submitted to an RFP become the property of the State and are subject to the requirements of the California Public Records Act (California Government Code Section 6250 et. seq.) The proposer must clearly identify in writing, within the body of the proposal, all copyrighted material, trade secrets, or other proprietary information the proposer claims are exempt from disclosure under the Public Records Act, this includes

## **B. Facility Improvement Plan**

The Facility Improvement Plan should address the following elements and meet or exceed the objectives of this RFP to provide high-quality and accessible facilities. Greater consideration will be given to those proposals that clearly demonstrate an ability to implement the plan. In addition, the successful proposer must adhere to the facility requirements as described in the Sample Contract.

### Furnishings and Equipment

Describe the intended physical facilities of the concession including furnishings, equipment, décor, and layout. Furnishings and equipment must include regulatory and/or informational buoys, and wildlife proof trash containers within the concessionaire's area of control. Implementation of proposer's plan should provide first-class concession facilities that are consistent with park values and will enhance visitor services at the park.

### Facility Development

Describe proposed facility improvements to meet or exceed the minimum requirements of this RFP. Facility improvements described in this RFP involve the rehabilitation of marina concession complex that includes slips for a minimum of 674 and up to a maximum of 940 boats, and facilities for boating-related services and retail sales. At a minimum, this includes:

- *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 as necessary during contract term.*
- *Provide optional steel storage buildings for dry boat storage and up to 255 additional boat slips, including optional covered berths.*

Proposals should identify the proposed contractors to be used and descriptions and/or schematic drawings of the work to be accomplished and items to be installed. Proposer may submit lists, drawings, pictures, and diagrams to illustrate and clarify the plans.

### Accessibility

Describe the proposer's plan to remove any identified physical barriers to accessibility. Include a description of the barriers identified, the means used to identify barriers and a timeline for the removal of said barriers.

### Implementation

Provide a timeline for completion of any capital improvements and installation of said décor and equipment prior to the commencement of operations **or within the first four (4) years of the contract as appropriate**, and a description of each step in the process.

related business carried on through the internet or catalog sales, or from any other business carried on or in connection with the Premises, or from any other use of the Premises, and/or of any business of any kind that uses the names licensed by this Contract, or that associates with or implies an endorsement by State, all without deduction. The term "gross receipts" shall not include any sales taxes imposed by any governmental entity and collected by Concessionaire.

**6. OTHER FINANCIAL REQUIREMENTS**

A. Facility Improvements: Concessionaire shall plan, design, construct, and complete all concession facility improvements as described in Concessionaire's Facility Improvement Plan, attached hereto as **Exhibit C**, without cost to State and in compliance with State's Guidelines for Construction and Completion of Improvements, with a minimum expenditure of two million five hundred thousand dollars (\$2,500,000). Any penalties, lien charges, and/or costs to resolve construction related disputes shall not be included in the minimum expenditure amount. After completion of all concession facility improvements and acceptance by State, if there remains an unspent balance of the two million five hundred thousand dollars (\$2,500,000), Concessionaire shall pay this unspent balance to State as an additional rental payment within thirty (30) days from State's acceptance of the concession facility improvements.

B. Facility Maintenance: On or before the fifteenth (15<sup>th</sup>) day of each month, Concessionaire shall remit to State the total sum of two percent (2%) of monthly gross receipts to compensate State for State's expenses to maintain facilities directly related to marina operations. Concessionaire's maintenance obligation shall be in addition to rent requirements specified in Section 4, Rent.

**7. USE OF PREMISES**

A. The Premises shall be used by the Concessionaire to develop, rehabilitate, equip, operate, and maintain a high-quality, full-service marina concession, including but not limited to provision of optional steel storage building(s) for dry boat storage, boat ramp, up to 255 additional boat slips,

improvement or replacement as necessary of the sewage pump-out system for vessels at the marina, improvement or replacement of the vessel fueling station, repair or replacement of docks, slips, ramp and associated structures, marina lighting, signage, trash containers and security systems, and the provision of boat towing services.

B. The Use of Premises shall be consistent with the State approved Operation Plan and Facility Improvement Plan as proposed by Concessionaire and modified by State as is reasonable and necessary to meet the intention of the State for this concession operation and the mission of the Department. The approved Operation Plan and Facility Improvement Plan are incorporated herein, and made part of this Contract as **Exhibits B and C**, respectively.

C. The use of un-encapsulated foam floating materials in the repair and/or replacement of docks or any other floating facilities shall be prohibited. All repair and/or replacement of docks and/or other floating facilities shall be with encapsulated materials only.

D. At a minimum, Concessionaire shall provide:

- 1) Boat slip and mooring rentals, for 685-940 boats;
- 2) Dry boat storage for a minimum of 175 boats;
- 3) Sewer pump-out facility;
- 4) Floating Fueling dock;
- 5) Camper and boater supply store offering camping, picnicking, boating, bait, and fishing tackle supplies, nonalcoholic beverages, ice, packaged foods, boating safety equipment, and fire extinguishers;
- 6) Fuel and oil sales;
- 7) Notification to boat owner(s) within 24 hours if a boat is moved, damaged, or loose;
- 8) ~~Thirty (30) days'~~ Reasonable advance notice to boat owners to arrange for removal of vessels from the marina wet slips when it is determined water levels will become too low to accommodate them;
- 9) A 24/7 marina emergency response plan by January 1 of each year approved in writing by District Superintendent or designee;

- 10) If applicable, transportation to buoy moorings in the Brown's Ravine area, at no cost to user;
  - 11) Four (4) boat slips for State's use, at no cost to State;
  - 12) Boat Towing Services:
    - a) All employees shall possess **qualifications and skills to perform boat towing services.** ~~and maintain a valid United States Coast Guard approved Certification for Assistance Towing.~~
    - b) Concessionaire shall respond to towing service calls within thirty (30) minutes of request.
    - c) All employees must be at least eighteen (18) years of age.
    - d) Concessionaire shall have a responsible adult on call twenty-four (24) hours a day for boat towing service emergencies. After hour emergency calls shall be coordinated with the state park peace officer on duty.
    - e) Towing services shall not encroach on private property.
    - f) Any towed vessel deemed to be inoperable, unseaworthy, or dangerous by the District Superintendent or authorized representative shall be immediately removed from Premises by Concessionaire. If Concessionaire fails to do so, District Superintendent or authorized representative shall arrange for such removal at Concessionaire's sole cost and expense.
- E. Concessionaire area of responsibility as defined in **Exhibit A** includes:
- 1) All marina facilities;
  - 2) Sewage pump-out facility;
  - 3) Fuel delivery system;
  - 4) Fuel storage tank in parking lot above marina launch ramp; and
  - 5) Marina service and storage yard; and
  - 6) Dry boat storage building.
- F. Concessionaire, at Concessionaire's option may provide boat, personal watercraft, motor, and watersports rentals. If rentals are provided:

regulations. Violations of any of the above may result in termination of rental, expulsion from the lake; citation and/or arrest.

c) Renters shall not carry more than the prescribed number of people in any of the vessels.

G. All concession employees shall be certified and current in CPR and First Aid. Concessionaire shall provide State, upon the State's request, with a description of Concessionaire's emergency/first aid plans and procedures.

H. Concessionaire and concession employees shall have a working communication device onsite at all times with a list of park telephone numbers for emergencies.

I. Concessionaire and concession employees shall present and display a current, non-transferable park pass upon entry into the park. To obtain park passes, Concessionaire shall submit a list of all employees to District Superintendent or authorized representative by December 1 of each year. Concessionaire shall promptly advise District Superintendent or authorized representative of all personnel changes.

J. Annual Passes: Concessionaire shall require mooring customers to obtain a current Annual Boat Use Pass as part of their mooring agreement. Concessionaire may sell Annual Boat Use and Annual Day Use Passes when purchased in advance from State at 90% of pass value.

K. Concessionaire acknowledges that marina customers are required to pay park entrance fees.

L. Concessionaire shall provide a shuttle service for disabled visitors from designated ADA parking locations to the marina.

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

N. When wind speeds are 25 mph or greater, Concessionaire shall erect Maritime Weather Warning flags.

O. Hours of Operation: ~~Concessionaire shall only allow~~ Visitor entry and/or departure to/from Folsom Lake SRA may occur during normal park hours, which

are seven (7) days per week, between the hours of 6:00 a.m. to 10:00 p.m., the second Sunday in March to the first Saturday in November and 7:00 a.m. to 7:00 p.m., the first Sunday in November to the second Saturday in March or when the unit closes, whichever is earlier, during each year of the Contract.

Concessionaire may allow slip holder's to remain on their vessels in the marina overnight. In the event State deems the hours of operation inadequate for proper service to the public, State may require Concessionaire to adjust the days and/or hours of operation to a schedule provided by State. Concessionaire may remain open on other dates, observing same (or longer) hours, at Concessionaire's discretion with the concurrence of and in writing by the State. In the event of adverse weather or other operating conditions, State may permit the concession to close at any time during the term of this Contract. Concessionaire shall not use or permit the Premises to be used in whole or in part during the term of this Contract for any purpose other than as herein set forth without the prior written consent of the State.

P. In the event of a Public Safety Emergency, an adverse weather phenomenon, natural disaster or other unsafe or unfavorable operating conditions, State reserves the right to close the park and/or trail(s) with little or no advance notice to Concessionaire.

Q. Marina Mooring Agreements:

1) Concessionaire shall require **all vessel owners provide proof of current vessel registration prior to execution or renewal of mooring rental agreements.** ~~vessels to be currently registered. Vessels without proper registration shall be promptly removed by the vessel owner and the mooring agreement shall be terminated.~~

2) Concessionaire shall provide State with the names; addresses; e-mail addresses; and telephone numbers of current mooring customers by May 1 of each year.

R. Notification to State: Concessionaire shall notify State within 24 hours of any cable breaks, mooring system failures, injury to a park user, or damage to a park user's personal property.

Improvement Plan, incorporated herein and made part of this Contract as **Exhibit**

**C.** Implementation of the Plan shall generally follow:

- 1) Plan Amendment: Concessionaire shall meet with State within thirty (30) days of contract execution to conduct facility site inspection, review the implementation plan and modify as reasonable and necessary to meet the intention of the State for this concession operation and the mission of the Department.
- 2) Schematic Design: Within ~~four (4) weeks~~ sixty (60) days of contract execution, Concessionaire shall provide to State for its review and approval a Schematic Design. The State shall not unreasonably withhold such approval. The objective of the Schematic Design is to clearly define the Facility Improvement Plan (**Exhibit C**) and should include a site plan, building floor plans, all building elevations, outline specification, and any additional detailed specifications necessary to describe project work, floor area usage, Critical Path Method (CPM) construction schedule, and Preliminary Statement of Probable Construction Cost. In developing such materials, Concessionaire shall consider the Project Evaluation Form provided by State to evaluate environmental permit requirements. If the State disapproves any element of the program statement, Concessionaire shall promptly submit to State all necessary modifications and revisions.
- 3) Design Development: Within four (4) weeks of State's approval of Concessionaire's Schematic Design, Concessionaire shall submit the Design Development for State's review and approval. The State shall not unreasonably withhold such approval. The objective of the Design Development is to define and describe all the important aspects of the Facility Improvement Plan (Exhibit) and should include the necessary details of each element of the Schematic Design to adequately convey key conditions of major improvements. In addition, the Design Development should include Reflected Ceiling Plans, Schedules, Structural Requirements, Plumbing, Mechanical, and Electrical Plans, Food Service Requirements, Color Boards, Material and Systems Specifications, and an