

During the site tours, Reclamation received questions on a range of topics. Following are questions related to the Prospectus and Reclamation's corresponding responses. Many individual questions were the same or similar. In the interest of efficiency, such questions were consolidated and answered with one response.

**Q 1: Please elaborate on the concept of a clean site for the purpose of developing proposals.**

*R 1: Clean-up and removal from previous concession operations is underway at some level at all six concession areas. These efforts include (1) removal of trailers, mobile homes, vehicles and boats plus associated pads, decking, pier blocks, etc., (2) clean-up and removal of trash and debris left from previous operations, (3) removal of buildings, structures and other facilities associated with current or former contractors, and (4) environmental remediation of Underground Storage Tanks (USTs) at specific locations.*

*Offerors must formulate their proposals based upon construction and/or installation of all new permanent facilities. An exception is Markley Cove where Offerors can purchase existing permanent facilities, so long as the condition of those facilities subsequently meets all applicable Reclamation requirements. Clean-up and removal of the remaining facilities will likely continue beyond the estimated award date for new contracts. Reclamation will confer with successful Offerors to integrate the disposition of any remaining facilities with the Offerors' plan and schedule for project improvement (reference Exhibit H).*

**Q 2. Will Reclamation allow Offerors to use existing facilities at least on a temporary basis until new facilities are constructed and will a proposal be considered less than superior if the proposal contains the existing facilities?**

*R 2: No. Offerors must formulate their proposals based upon construction and/or installation of all new permanent facilities or be considered non-responsive. Offerors shall not incorporate any currently existing facilities into the proposal in order to avoid being considered non-responsive. See Introduction, PART 4 and Part 5 of the Prospectus. The exception is Markley Cove where facilities may be included as part of the Offeror's proposal. Please refer to Appendix 7.10 of the Prospectus.*

**Q 3. How will the bankruptcy process at Putah Creek and Lake Berryessa Marina affect the contract process and site development?**

*R 3: The federal bankruptcy court approved a stipulation, filed jointly by the prior contractor and Reclamation, granting Reclamation full control over all facilities at the Putah Creek concession area.*

*Lake Berryessa Marina site availability is influenced by the former contractor's bankruptcy proceedings. The United States Department of Justice is actively participating in this matter. The site may well be available prior to the 2010 recreation season, but no firm estimate can be provided.*

**Q 4: When will site demolition begin and what will be the extent of this effort.**

*R 4: Clean-up by Reclamation has already begun at most concession areas on a priority basis. Reclamation has also initiated removal of permanent facilities at Putah Creek*

*consistent with the bankruptcy court order. Former operators at Rancho Monticello, Spanish Flat, Steele Park and Markley Cove are responsible for removing remaining permanent facilities at those locations in accordance with the terms of their current and expired contract. Please see R1 above.*

**Q 5: Will an environmental assessment be required to remove existing facilities and to build out future facilities?**

*R 5: Appropriate environmental evaluation and NEPA documentation to support cleanup and removal activities will be required. However, the successful Offeror is responsible for all environmental documentation and actions required to implement their approved development plan. See Part 6 Section 3 of the Prospectus.*

**Q 6: How does Reclamation plan to deal with re-permitting of sewer and water facilities?**

*R 6: Reclamation is neither required nor responsible for permitting or obtaining the permits from the appropriate regulatory agency for these facilities. As stipulated in the Prospectus, the successful Offeror is responsible for obtaining all necessary permits for future operations directly from the appropriate regulating agency. However, Reclamation is responsible for oversight and approving all improvements and services at these concession areas.*

**Q 7: How is water and sewage handled at all concession areas? Do they produce their own, tie into water districts, etc?**

*R 7: Please refer to Part 4.M of the Prospectus.*

**Q 8: What are the conditions of the sewer/water systems at each concession area?**

*R 8: As a basic frame of reference, please refer to the 2002 Environmental Compliance & Facility Condition Assessment Report on line at:  
[http://www.usbr.gov/mp/berryessa/docs\\_forms/kleinfelder/full\\_report.pdf](http://www.usbr.gov/mp/berryessa/docs_forms/kleinfelder/full_report.pdf).  
These facilities have deteriorated significantly since that Report was published and are not available for use by incoming contractors with the exception of Markley Cove.*

**Q 9. Will Reclamation provide bidders with a list of permits that need to be obtained at each resort?**

*R 9: No. In accordance with the Visitor Services Plan Record of Decision (VSP ROD), the Prospectus relies upon interested parties to apply experience and innovation in developing and submitting proposals that reflect proven industry practices, incorporate new or emerging trends in public recreation management, and provide the opportunity for a fair and reasonable profit for the concession contractor. Applicable permits will depend upon the nature of each individual proposal. Additionally, Offerors should refer to PART 4.M Utilities for further information on permitting of water and waste water systems.*

**Q 10: Can Lake Berryessa Marina and/or Rancho Monticello tie in to Spanish Flat Water District?**

*R 10: Reclamation is open to this idea but, recommends interested Offerors contact the Spanish Flat Water District and applicable regulatory agencies to determine the feasibility of this approach.*

**Q 11: Is it possible to tie Lake Berryessa Marina and/or Rancho Monticello into Government utilities?**

*R 11: No. Please refer to PART 4.M Utilities of the Prospectus.*

**Q 12: What is the capacity of Reclamation's utility systems?**

*R 12: Not applicable.*

**Q 13: When will the new contracts be awarded?**

*A 13: Reclamation expects to award new contracts prior to the 2010 recreation season.*

**Q 14: Since Steele Park's contract currently doesn't allow a day-use area, does Reclamation intend to only allow day-use at Oak Shores in future contracts?**

*R 14: Steele Park interim contract does allow day use. Reclamation encourages day use at all areas as identified in the VSP ROD. For additional information, please refer to PART 4 of the prospectus.*

**Q 15: Why does the Prospectus states that the Risk Management Plan (RMP) and the Environmental Management Plan (EMP) will not be a part of the final contract? What is the relationship between the RMP and EMP?**

*R 15: Please refer to PARTs 4.G. and Part 4.H. of the Prospectus. The RMP and the EMP will be required to be submitted after award of the contract and will be considered living documents to be reviewed and updated by the contractor and approved by Reclamation annually. Please refer to PART 4.G., PART 4.H. and PART 6 of the Prospectus for the relationship between the RMP and EMP.*

**Q 16: Why does the Prospectus state that Offerors should submit an EMP and RMP with their proposal, but the contract states that the Concession Contractor who is awarded the bid must provide these within 60 days of contract execution?**

*R 16: Offerors are required to develop and include an RMP and EMP in their proposals for evaluation. These proposal plans will be the basis for the submitted and Reclamation approved plans after award of the contract.*

**Q 17: Can Offerors include Markley Cove's permanent facilities in their proposal?**

*R 17: Yes, Offerors can purchase existing permanent facilities at Markley Cove, so long as the condition of those facilities subsequently meets all applicable Reclamation requirements. Please refer to Appendix 7.10 of the Prospectus.*

**Q 18. Are Markley Cove's facilities and utilities up to current ADA regulations and fire, electrical, environmental, and other codes? Will the awarded Concession Contractor be required to bring any facility or utility they purchase from Markley Cove up to current regulations and codes? Will the awarded Concession Contractor be required to make current Markley Cove facilities ADA compliant? Will Reclamation post a list of assets, and any required upgrades, at Markley Cove Resort? Will an awarded Concession Contractor be required to pay the assessed value of a facility if they will have to tear all or a portion of it down to bring it to current regulations and codes?**

*R 18: These similar questions have been grouped together and answered with a common response. Proposals must comply with the Americans with Disabilities Act (ADA). Any existing facilities included in the proposal must be repaired, renovated or relocated to conform to the VSP ROD and other Reclamation requirements governing facility condition, facility location, health and safety, and architectural and thematic standards. Offerors are not required to purchase any facilities at Markley Cove. Please refer to Appendix 7.10 of the Prospectus for list of assets, appraised value of facilities and a list required improvements for these facilities. Concession Contractors will be required to comply with Reclamation's Directive and Standard 04-01 as stipulated in PART 6 Exhibit L.*

**Q 19: What is the agreement between Markley Cove Resort, Reclamation, and the town of Winters?**

*R 19: There is no such agreement.*

**Q 20. Will Offerors be able to gain access to the concession areas, including any utility systems, when needed to put together their proposals?**

*R 20: No. Site visits have been scheduled and conducted; no other visits are scheduled as stated in the Prospectus.*

**Q 21. How much is remaining in the State UST fund for Putah Creek Underground Storage Tank mitigation? How much is Reclamation going to spend to remediate the Putah Creek UST site? What is the total cost of Putah Creek UST site remediation?**

*R 21: Under terms of the bankruptcy court order, Reclamation has assumed responsibility for remediation of the underground storage tank at Putah Creek. Remediation of the Underground Storage Tank (UST) at Putah Creek will still be in progress when the site is made available to the successful Offeror. This may require withdrawing an area of approximately 0.5 to 1.0 acres adjacent to the main parking lot area for a period of 1 to 2 years.*

**Q 22: At the inspections of the resorts on June 3<sup>rd</sup> and 4<sup>th</sup> Drew Lessard stated that the new Prospectus could be amended at any time, and that we should continually revisit**

**the Prospectus on-line to look for changes. Have there been changes? How are bidders being notified?**

*R 22: There have been two amendments, one to include an additional site visit and the one concurrent with the posting of these Q and As. Reclamation does not expect any additional amendments.*

**Q 23: Is the highlighted text (EMP) a typographical error and should say RMP to refer to Risk Management Plan instead?**

*R 23: Yes, "EMP" is a typographical error and should be "RMP"; this has been corrected in the recent amendment to the Prospectus.*

**Q 24: On the BOR Prospectus Web site, (<http://www.usbr.gov/mp/berryessa/prospectus.html>) are listed the following:**

- **Exhibit L. Thematic Merchandising HOWEVER instead of that there is a document named "Exhibit L - LND 04-01 DIRECTIVES AND STANDARDS." Later on the Prospectus Web site page is a DIFFERENT version of LND 04-01 Directives and Standards. Which one of the two version of LND 04-01 is the correct version?**

*R24a: The first page of Exhibit L reflects the waivers granted for this prospectus. Offerors should refer to Exhibit L for developing their proposals. The version of LND 04-01 later on the web page merely shows the Directive and Standard without waivers.*

- **Exhibit M. Risk Management HOWEVER instead of that there is a document entitled "Exhibit M - Thematic Merchandise 051509.pdf" Is the Thematic Merchandise document really Exhibit M and should be used as a reference for Thematic Merchandise, even though it says it is Risk Management?**

**AND: Is there a missing exhibit for Risk Management (perhaps Exhibit N) that should be posted as a reference instead (similar to what was posted in 2007 regarding Risk Management)? OR, is there no Risk Management Reference provided for the 2009 Prospectus?**

*R 24b: The title of these links has been corrected to reflect the correct content of the link.*

**Q 25: At the end of Principal Factor 5 is a note in a box that relates to how proposals are going to be evaluated for Factor 5 in part based on how the Offerors "present the cost recovery and profit." This topic (for evaluation) does not appear to relate to Principal Factor 5 (Successful Multiple Proposals), but instead appears to relate to Principal Factor 4 (Financial Viability of the Proposal).**

**Will the BOR be evaluating Principal Factor 5 or Principal Factor 4 using the information and guidelines presented in the box at the bottom of page 5-49?**

*R 25: This has been corrected in the recent amendment to the Prospectus and moved to Principle Factor 4.*

**Q 26. Will you please send me copies of all appraisals you might have that describe and value the improvements at the Rancho Monticello site?**

*R 26: Reclamation does not consider the previous appraisals applicable to this Prospectus, except for Markley Cove. The former operators are required to remove all permanent facilities from the premises.*

**Q 27. Will you please send me a copy of the “final negotiated contract”, including all Exhibits and Appendices, for Rancho Monticello that Janet Rogers told me in earlier emails was “under review”?**

*R 27: There is no such final contract for Rancho Monticello.*

**Q 28. What improvements are presently at the sites and on what basis will a new concessionaire have the right to use them? Purchase or Lease? Terms and conditions?**

*R 28: None. Offerors must formulate their proposals based upon construction and/or installation of all new permanent facilities or be considered non-responsive. See Introduction, PART 4 and PART 5 of the Prospectus. The exception is Markley Cove where facilities may be included as part of the Offeror’s proposal. Please refer to Appendix 7.10 of the Prospectus..*

**Q 29: How would you describe the condition of the existing improvements? Good? Fair? Poor?**

*R 29: As a basic frame of reference, please refer to the 2002 Environmental Compliance & Facility Condition Assessment Report on line at:  
[http://www.usbr.gov/mp/berryessa/docs\\_forms/kleinfelder/full\\_report.pdf](http://www.usbr.gov/mp/berryessa/docs_forms/kleinfelder/full_report.pdf)  
Many of the facilities have deteriorated significantly since the Report was published.*

**Q 30. What compensation does a concessionaire get-- i.e. how will it be determined-- at the expiration of the lease for improvements made or purchased by it during the term of the lease?**

*R 30: Please refer to Part 6 Draft Concession Contract Section 5 of the Prospectus.*

**Q 31. Where is the Risk Management Plan example?**

*R 31: The Offerors Risk Management Plan should follow the requirement of PART 6 Section 3.0.*

**Q 32: Will an extension of the bid proposal submission date be postponed due to the length of time it took for questions to be answered on the website?**

*R 32: Yes, The date for submitting proposals has been extended to September 30, 2009.*

**Q 33: If the bid proposal date is postponed, will the selection date also be postponed?**

*R 33: Reclamation does not expect any change to the projected award date of March 1, 2009.*

**Q 34: When are the Proposals due?**

*R 34: Proposals are now due no later than 2:00 PM, September 30, 2009.*

**Q 35: Will a list be provided of those that bid?**

*R 35: No.*

**Q 36: Will the answers to the questions be emailed to the site visit attendees or posted on the website?**

*R 36: All attendees that signed in at the site visits will be emailed a notice that these questions and answers have been posted on the Lake Berryessa web page.*

**Q 37: When amendments are made, will the changes be clear and direct bidders to what parts of the Prospectus have changed?**

*R 37: Yes. Reclamation will summarize changes. Changes will be in **bold italic** font.*

**Q 38: Are any corrections going to be listed under the “Amendments” section of the website? Request that we list changes by paragraph and section so they don’t have to read it line by line to see changes.**

*R 38: Yes. Reclamation will summarize changes. Changes will be in **bold italic** font.*

**Q 39: What happens to the permanent facilities at the end of the new contract?**

*R 39: Please refer to Part 6 Section 5 of Prospectus.*

**Q 40: Why is only Markley Cove’s appraisal in the Prospectus?**

*R 40: Please refer to Introduction and PART 4 of the Prospectus and Q2.*

**Q 41: Will appraisals be available that list replacement costs and current value?**

*R 41: Please refer to PART 7.10 of the Prospectus.*

**Q 42: Who did the Government appraisals of the concession areas?**

*R 42: The appraisal was conducted through the Department of the Interior, National Business Center, Appraisal Services Directorate.*

**Q 43: What approach did the Government appraisers use?**

*Q 43: The appraisal followed the Uniform Standards of Professional Appraisal Practices.*

**Q 44: How is Putah Creek available to bid on when they're in bankruptcy?**

*R 44: Please see R3 above.*

**Q 45: What incentive do bidders have to invest in areas if there is no guarantee of fair market value compensation at the end of the term?**

*R 45: That determination must be made by each bidder. Please refer to PART 6 Section 5 of the Prospectus.*

**Q 46: Why can't the legal details of remaining property in the concession areas be worked out before the bidders prepare their proposals?**

*R 46: Reclamation is proceeding as expeditiously as possible to provide a reasonable range of public services at Lake Berryessa for the 2010 Recreation season.*

**Q 47: If facilities have to be maintained at very high standard for the contract length, why would concession contractors possibly be required to remove them or receive no money for them at the end of the contract term?**

*R 47: Please refer to PART 6 Section 5 of the Prospectus.*

**Q 48: In the Prospectus, visitation is listed through 2005. Can up-to-date statistics be posted? Can visitor usage statistics be posted for the Memorial Day holiday and for the past few years? Can individual traffic counters be posted and labeled? Can traffic counters for the open resorts be made available?**

*R 48: No additional visitation information or data will be collected or provided prior to the amended due date of proposals.*

**Q 49: Will contractors that have not removed permanent facilities and/or personal property after contract expiration be awarded a new contract?**

*R 49: Please refer to PART 3.J.22 and PART 3.J.23 of the Prospectus.*

**Q 50: If a contractor new to Lake Berryessa partnered with a contractor that has not removed its permanent facilities and/or personal property after contract expiration, how would that affect their bid proposal?**

*R 50: Please refer to PART 3.J.22 and PART 3.J.23 of the Prospectus.*

**Q 51: Since Pensus Group were the ones that said they didn't want any existing facilities at the concession areas, and they did not sign a contract, if a new contractor wants to purchase the facilities, will the Secretary of the Interior allow this?**

*R 51: No. Offerors must formulate their proposals based upon construction and/or installation of all new permanent facilities or be considered non-responsive. See Introduction, PART 4 and PART 5 of the Prospectus.*

**Q 52: Why won't Reclamation allow the incoming and outgoing contractor make a deal on existing facilities?**

*R 52: See R51 above.*

**Q 53: Who is responsible for maintaining roads, infrastructure, etc? Reclamation or the concession contractor?**

*R 53: The concession contractor is responsible for operation and maintenance of all concession contractor improvements.*

**Q54: The link you gave me to public law 96-375 contains the provision ..... that seems to me to acknowledge that permanent facilities placed by concessionaires remain the property of the concessionaire and that the Secretary of the Interior may require that they not be removed and instead pay fair value for them, or require a new concessionaire to pay fair value for them. I don't see where the Secretary of the Interior can require that the concessionaire remove its improvements and not be paid fair value for them, as you indicated at our meeting on June 29, 2009. Can you please explain and clarify this apparent discrepancy to me -- and to others by posting my question on your web site. Everyone needs to be clear on this crucial point.**

*R54: The Federal Court of Claims addressed this issue in the case Frazier v. United States, 79 Fed. Cl. 148 (2007), and the United States prevailed. Regarding Public Law 96-375, the court noted that "it is illogical to presume that Congress would insist that the Bureau retain all permanent facilities at a concession, preventing unwanted or dilapidated facilities from being removed by the concessionaire." Id. at 162. The court also held that it was "unassailable from a textual analysis of the statute" that "(1) permanent facilities, if removable, can be transported off federal lands and retained by plaintiffs, if the Bureau has not commanded that they remain and (2) plaintiffs may abandon their property rights in permanent facilities which the Bureau has not selected to remain at the concession, if these are not removable or not worth removing." Id. at 161. Finally, the court agreed that Reclamation was "also correct in stating that payment under Public Law 96-375 is only required when the Bureau exercises its option to require permanent facilities to remain at a concession site." Id. The Court of Appeals for the Federal Circuit later considered an appeal from the unsuccessful plaintiffs' and affirmed the prior decision without any changes.*