

Fort Washington Marina Request for Proposals (RFP)
RFP #L-NACE-001-23
Questions & Answers

Terms the National Park Service (NPS) uses in its answers to questions below are defined in the RFP or Attachment A: Draft Lease to the RFP.

1. Do we have to adhere to current contracts signed by the previous operator. e.g., If there is a service tenant, do we have to keep the same tenant upon takeover or could we bring in our own.

NPS Response: No, a new operator may negotiate their own vendor/service provider agreements. Per Section 16.1 of the Draft Lease, any proposed Sublessees require the NPS's prior written approval.

2. Will the new operator be provided with the boater info that was obtained from the previous operator? Emails, phone numbers, addresses, etc. Is that the property of the operator or the marina.

NPS Response: Yes. Transition requirements related to slip holder and dry storage contracts are included in Section 22 of the incumbent lessee's short-term lease, as follows.

Section 22.0 Transition Requirements

22.1 General

The Lessor and the Lessee hereby agree that, in the event of the expiration or termination of this legal authorization for any reason (hereinafter "Termination" for purposes of this Exhibit) and the Lessee is not to continue the operations authorized under this current legal authorization after the Termination Date, the Lessor and the Lessee in good faith will fully cooperate with one another and with the new Lessee or Lessees selected by the Lessor to continue such operations ("New Lessee" for purposes of this Exhibit), to achieve an orderly transition of operations in order to avoid disruption of services to park area visitors and minimize transition expenses.

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22.2 Cooperation Prior to the Termination Date

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(b) Continue Bookings

(1) The Lessee shall continue to accept all future bookings for any facilities and services for which advance reservations are taken; not divert any bookings to other facilities managed or owned by the Lessee or any affiliate of the Lessee; and notify all guests with bookings for any period after the Termination Date that the New Lessee will operate the facilities and services.

(2) Promptly following notification to the Lessee by the Lessor of the selection of the New Lessee, the Lessee shall provide the New Lessee with a copy of Lessee's reservation log for visitor services as of the last day of the month prior to the selection of the New Lessee, and thereafter the Lessee shall update such log on a periodic basis (but no less frequently than 30 days) until the Termination Date. The

reservation log, to include slip holder and dry storage contracts, and shall include, without limitation, the name of each guest, and the guest's address, contact information, dates of stay, rate quoted, amount of advance deposit received and confirmation number, if applicable.

3. Can we receive more detailed financials for 2022 and earlier? Detailed revenue, Cost of Goods Sold, All operating expenses, Payroll, Capital expenditures?

NPS Response: The gross revenues shared in the RFP are all that are available at this time. Without a restaurant or boat repair shop, slip rental revenues account for a vast majority of gross revenues. Transition requirements related to the sharing of financial information are included in Section 22 of the incumbent lessee's short-term lease, as follows.

22.2 Cooperation Prior to the Termination Date

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(c) Designating a Point of Contact and Other Actions

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(3) The Lessee shall provide the Lessor and the New Lessee full access to the books and records, licenses and all other materials pertaining to the Leased Premises.

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(d) Financial Reports

Within 30 days after receipt of the notification of the selection of the New Lessee, the Lessee shall provide the New Lessee with a financial report with respect to the operation of the Leased Premises in general as of the last day of the month prior to receipt of such notification. The Lessee, thereafter, shall update such financial report on a periodic basis (but no less frequently than 30 days) until the Termination Date. Such financial report shall include, at a minimum: a balance sheet for the Lessee's assigned Real Property Improvements, if any; a schedule of pending accounts payable; and a schedule of pending accounts receivable.

...

(f) Other Information and Reports

The Lessee shall provide the New Lessee with all other information and reports as would be helpful in facilitating the transition, including, without limitation, a list of maintenance records for the Lessee's operations for the period of one year prior to notification of the selection of the New Lessee. The Lessee must also provide complete information on the following to the New Lessee: utilities, including gas and electric; telephone service; water service; and specific opening and closing procedures. The Lessee must provide all such information within 30 days after receipt of notification of the selection of the New Lessee and update the information periodically (but no less frequently than 30 days) until the Termination Date.

4. What is the current staffing model? Title and pay rate of each employee?

NPS Response: That data is not available and is proprietary to the incumbent lessee.

5. May we have a copy of the current rent roll? List of all occupied slips and the current contract rate of the slip holder.

NPS Response: That information is not available currently. If someone other than the incumbent lessee is selected as having submitted the best overall responsive proposal for lease negotiations, the incumbent lessee is required under the terms of its short-term lease to cooperate in the transition and share information with that offeror. See NPS Responses to Questions ##2 and 3 above.

6. What are the annual tax assessments for the property?

NPS Response: The incumbent lessee has informed the NPS that it is not assessed any federal, state, or local taxes for its lease of the property or activities on the leased property. Per the terms of the Draft Lease, the Lessee must pay any taxes and assessments imposed by federal, state, or local agencies applicable to the Premises or the Lessee's activities on the Premises.

7. Form 10-355B, Operator Assumptions Form, Cell 40B what does "occupancy slip months" mean?

NPS Response: It is an alternate way of calculating projected revenue considering expected occupancy of slips based on months instead of a percentage. The formulae in row 45 currently calculates projected revenue based on months of occupancy of slips instead of occupancy percentages. Offerors may update the formulae in row 45 to reflect their expected occupancy and revenue.

8. Please confirm total usable wet slips and total permitted slips.

NPS Response: There are currently 194 usable wet slips and 300 possible total wet slips. The Lessee would have to complete construction on all missing docks and associated infrastructure to increase the wet slip inventory beyond the current 194 and to achieve the allowable total of 300.

9. Please provide a copy of the submerged land lease.

NPS Response: There is no separate lease for the submerged land.