

**DEPARTMENTAL INPUT
CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION**

Rev 1

New contract
 OTR
 CO
 SS
 BW
 Emergency
 Previous Contract/Project No. **RFP-305-1**

Re-Bid
 Other

LIVING WAGE APPLIES: YES NO

Requisition/Project No: **EPP-RFP 874** **TERM OF CONTRACT:** Five (5) years with one, 5-year option-to-renew

Requisition/Project Title: Operation of Sailboat and Power Boat Concession at Matheson Hammock Park

Description: Operation of a Sailboat and Power Boat Concession at Matheson Hammock Park to include sailboat and power boat rentals, charters, special activities, a summer sailing camp, community sailing program and related activities.

User Department(s): Park Recreation and Open Spaces

Issuing Department: ISD-PMS **Contact Person:** Kristina Guillen **Phone:** 305-375-3248

Estimated Revenues: \$39,500 annually **Funding Source:** N/A **REVENUE GENERATING:** Yes

ANALYSIS

Commodity/Service No: 961-78		SIC:	
Trade/Commodity/Service Opportunities			
Contract/Project History of Previous Purchases For Previous Three (3) Years Check Here <input type="checkbox"/> if this is a New Contract/Purchase with no Previous History			
	EXISTING	2ND YEAR	3RD YEAR
Contractor:	Castle Harbor Boats, Inc.		
Small Business Enterprise:			
Contract Value:	\$1.00 / Revenue Generating		
Comments:			
Continued on another page (s): <input type="checkbox"/> Yes <input type="checkbox"/> No			

RECOMMENDATIONS

SBE	Set-Aside	Sub-Contractor Goal	Bid Preference	Selection Factor
		%		
		%		
		%		
		%		

Basis of Recommendation:

Signed: *Kristina Guillen*

Date to SBD: 6/19/13

Date Returned to DPM: _____

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This document is a draft of a planned solicitation and is subject to change without notice.

**REQUEST FOR PROPOSALS (EPP-RFP) No. 874
FOR
OPERATION OF SAILBOAT AND POWERBOAT
CONCESSION AT MATHESON HAMMOCK PARK**

PRE-PROPOSAL CONFERENCE TO BE HELD:

_____, 2013 at ____:00 AM (local time)
Matheson Hammock Park Marina Sailing / Boating Center, 9610 Old Cutler Road, Miami, Florida 33156

ISSUED BY MIAMI-DADE COUNTY:

Internal Services Department, Procurement Management Division
(Through the Expedited Purchasing Program)
for
Parks, Recreation and Open Spaces Department

COUNTY CONTACT FOR THIS SOLICITATION:

Name and Title: Kristina Guillen, Procurement Contracting Officer
Address: 111 NW 1st Street, Suite 1300, Miami, Florida 33128
Telephone: (305) 375-3248
E-mail: kguille@miamidade.gov

PROPOSALS ARE DUE AT THE CLERK OF THE BOARD NO LATER THAN:

_____, 2013 at 2:00 PM (local time)
at
CLERK OF THE BOARD
Stephen P. Clark Center
111 NW 1st Street, 17th Floor, Suite 202
Miami, Florida 33128-1983

The Clerk of the Board business hours are 8:00 a.m. to 4:30 p.m., Monday through Friday. Additionally, the Clerk of the Board is closed on holidays observed by the County.

All proposals received and time stamped by the Clerk of the Board prior to the proposal submittal deadline shall be accepted as timely submitted. The circumstances surrounding all proposals received and time stamped by the Clerk of the Board after the proposal submittal deadline will be evaluated by the procuring department in consultation with the County Attorney's Office to determine whether the proposal will be accepted as timely. Proposals will be opened promptly at the time and date specified. The responsibility for submitting a proposal on or before the stated time and date is solely and strictly the responsibility of the Proposer. The County will in no way be responsible for delays caused by mail delivery or caused by any other occurrence. All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne by the Proposer(s).

The submittal of a proposal by a Proposer will be considered by the County as constituting an offer by the Proposer to perform the required services at the stated prices. A Proposer may submit a modified proposal to replace all or any

portion of a previously submitted proposal up until the proposal due date. The County will only consider the latest version of the proposal.

Requests for additional information or inquiries must be made in writing and received by the County's contact person for this Solicitation. The County will issue responses to inquiries and any changes to this Solicitation it deems necessary in written addenda issued prior to the proposal due date. Proposers who obtain copies of this Solicitation from sources other than the County's Internal Services Department website at www.miamidade.gov/dpm or the Vendor Assistance Unit risk the possibility of not receiving addenda and are solely responsible for those risks.

1.0 PROJECT OVERVIEW AND GENERAL TERMS AND CONDITIONS

1.1 Introduction

This section will be a mirror image of Section 2.1 once it is complete.

The County anticipates awarding a contract for a five year period, with one, five-year option to renew, at the County's sole discretion.

The anticipated schedule for this Solicitation is as follows:

Solicitation issued:

Pre-Proposal Conference: See front cover for date, time and place. Attendance is recommended but not mandatory. If you need a sign language interpreter or materials in accessible format for this event, please call the ADA Coordinator at (305) 375-2013 or email hjwrig@miamidade.gov at least five days in advance.

Deadline for receipt of questions:

Proposal due date: See front cover for date, time and place.

Evaluation process:

Projected award date:

1.2 Definitions

The following words and expressions used in this Solicitation shall be construed as follows, except when it is clear from the context that another meaning is intended:

1. The word "Proposer" or "selected Proposer" to mean the Proposer that receives any award of a contract from the County as a result of this Solicitation.
2. The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
3. The word "Proposer" to mean the person, firm, entity or organization, as stated on Form A-1, submitting a response to this Solicitation.
4. The words "Scope of Services" to mean Section 2.0 of this Solicitation, which details the work to be performed by the selected Proposer.
5. The word "Solicitation" to mean this Request for Proposals (RFP) or Request for Qualifications (RFQ) document, and all associated addenda and attachments.
6. The word "Subcontractor" to mean any person, firm, entity or organization, other than the employees of the selected Proposer, who contracts with the selected Proposer to furnish labor, or labor and materials, in connection with the Services to the County, whether directly or indirectly, on behalf of the selected Proposer.
7. The words "Work", "Services", "Program", or "Project" to mean all matters and things that will be required to be done by the selected Proposer in accordance with the Scope of Services and the terms and conditions of this Solicitation.

1.3 General Proposal Information

The County may, at its sole and absolute discretion, reject any and all or parts of any or all responses; accept parts of any and all responses; further negotiate project scope and fees; postpone or cancel at any time this Solicitation process; or waive any irregularities in this Solicitation or in the responses received as a result of this process. A proposal shall be the Proposer's firm commitment to provide the goods and services solicited in the manner requested in the Solicitation and described in the proposal. In the event that a Proposer wishes to take an exception to any of the terms of this Solicitation, the Proposer shall clearly indicate the exception in its proposal. No exception shall be taken where the Solicitation specifically states that exceptions may not be taken. Further, no exception shall be allowed that, in the County's sole discretion, constitutes a material deviation from the requirements of the Solicitation. Proposals taking such exceptions may, in the County's sole discretion, be deemed nonresponsive. The County reserves the right to request and evaluate additional information from any respondent regarding respondent's responsibility after the submission deadline as the County deems necessary.

Proposals shall be irrevocable until contract award unless the proposal is withdrawn. A proposal may be withdrawn in writing only, addressed to the County contact person for this Solicitation, prior to the proposal due date or upon the expiration of 180 calendar days after the opening of proposals.

Proposers are hereby notified that all information submitted as part of, or in support of proposals will be available for public inspection after opening of proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law". The Proposer shall not submit any information in response to this Solicitation which the Proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to Proposer. In the event that the Proposer submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the proposal as protected or confidential, the County may, in its sole discretion, either (a) communicate with the Proposer in writing in an effort to obtain the Proposer's written withdrawal of the confidentiality restriction or (b) endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. Under no circumstances shall the County request the withdrawal of the confidentiality restriction if such communication would in the County's sole discretion give to such Proposer a competitive advantage over other proposers. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

Any Proposer who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, may be found non-responsible. To request a copy of any ordinance, resolution and/or administrative order cited in this Solicitation, the Proposer must contact the Clerk of the Board at (305) 375-5126.

1.4 Cone of Silence

Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, as amended, a "Cone of Silence" is imposed upon each RFP or RFQ after advertisement and terminates at the time a written recommendation is issued. The Cone of Silence prohibits any communication regarding RFPs or RFQs between, among others:

- potential Proposers, service providers, lobbyists or consultants **and** the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff, County Commissioners or their respective staffs;
- the County Commissioners or their respective staffs **and** the County's professional staff including, but not limited to, the County Mayor and the County Mayor's staff; or
- potential Proposers, service providers, lobbyists or consultants, any member of the County's professional staff, the Mayor, County Commissioners or their respective staffs **and** any member of the respective selection committee.

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Assistance Unit, the responsible Procurement Agent or Contracting Officer, provided the communication is limited strictly to matters of process or procedure already contained in the solicitation document;
- oral communications at pre-proposal conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting; or
- communications in writing at any time with any county employees, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP or RFQ documents.

When the Cone of Silence is in effect, all potential vendors, service providers, bidders, lobbyists and consultants shall file a copy of any written correspondence concerning the particular RFP or RFQ with the Clerk of the Board, which shall be made available to any person upon request. The County shall respond in writing (if County deems a response necessary) and file a copy with the Clerk of the Board, which shall be

made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Clerk of the Board at clerkbcc@miamidade.gov.

1.5 Public Entity Crimes

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to a public entity; may not be awarded or perform work as a Proposer or selected Proposer, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

1.6 Lobbyist Contingency Fees

- a) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.
- b) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependent on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Mayor or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

1.7 Collusion

In accordance with Section 2-8.1.1 of the Code of Miami-Dade County, where two (2) or more related parties, as defined herein, each submit a proposal for any contract, such proposals shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such proposals. Related parties shall mean Proposer or the principals thereof which have a direct or indirect ownership interest in another Proposer for the same contract or in which a parent company or the principals thereof of one Proposer have a direct or indirect ownership interest in another Proposer for the same contract. Proposals found to be collusive shall be rejected. Proposers who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

1.8 Expedited Purchasing Program

Pursuant to Ordinance 07-49, the County has created a pilot program for expedited purchasing, subject to terms and conditions as outlined in Section 2-8.1.6 of the Code of Miami-Dade County. The program shall be referred to as the Expedited Purchasing Program (EPP). Due to the expedited nature of County projects issued under the EPP, participating vendors should anticipate a shortened solicitation timeline for responding. Technical, professional and legal staff may be used to determine best value as set forth in the solicitation documents without the need to utilize the formal Selection Committee process established by the County. The County Mayor's or designee's written recommendation to award a contract under the EPP shall be sufficient to commence the bid protest period and terminate the Cone of Silence. Any legislation contrary to the provisions of the EPP shall be deemed suspended or amended as necessary to give effect to the intent of this ordinance during its effective term.

1.9 Contract Measures

This Solicitation includes contract measures for Miami-Dade County Certified Small Business Enterprises (SBE's) as follows.

Set-aside:

This Solicitation is set-aside for SBE's.

Subcontractor Goal:

% SBE subcontractor goal is applicable. The purpose of a subcontractor goal is to have portions of the work under the prime contract performed by available subcontractors that are certified SBEs for contract values totaling not less than the percentage of the prime contract value set out in this Solicitation. Subcontractor goals may be applied to a contract when estimates made prior to solicitation advertisement identify the quality, quantity and type of opportunities in the contract and SBEs are available to afford effective competition in providing a percentage of these identified services. Proposers shall submit a completed Schedule of Intent Affidavit (Form SBD 504) at the time of proposal identifying all SBEs to be utilized to meet the subcontractor goal. The Schedule of Intent Affidavit shall specify the scope of work and commodity code the SBE will perform. The Schedule of Intent Affidavit constitutes a written representation by the Proposer that to the best of the Proposer's knowledge the SBEs listed are available and have agreed to perform as specified, or that the Proposer will demonstrate unavailability.

The participating SBE firms (or joint ventures) must have a valid Miami-Dade County SBE certification by the proposal submittal deadline of this Solicitation, as well as, meet all other requirements. Additional information regarding Miami-Dade County's Small Business Enterprise Program, including new amendments to the program, is available on the Small Business Development's website <http://new.miamidade.gov/business/business-development.asp>.

(If Selection Factor, use Section 4.4 and delete above section.)

2.0 SCOPE OF SERVICES

2.1 Background

Miami-Dade County, hereinafter referred to as the County ("County"), as represented by the Miami-Dade County Parks, Recreation and Open Spaces Department ("PROS"), is soliciting proposals from experienced and capable parties to design, finance, operate, and maintain a boating concession (hereinafter referred to as the "Concession") at the Matheson Hammock Marina in Matheson Hammock Park, located at 9610 Old Cutler Road, Miami, Florida ("Park"). The selected Proposer shall operate the boating facility at the designated marina area known as the Sailing Center ("Sailing Center"). The selected Proposer shall provide a safe, high quality and customer-oriented operation with well-maintained equipment and experienced staff, and offer diverse programs and services normally associated with the boating industry.

2.2 Objectives

The selected Proposer shall furnish and maintain, at its sole expense, multiple powerboats and sailboats in order to optimally operate the Sailing Center facilities and provide related services, as approved by PROS, in a manner normally associated with the boating industry and to promote the Park operation. The selected Proposer shall provide sailboat and powerboat rentals, charters, special activities, a summer sailing camp and a community sailing program. The sailing instruction provided by the selected Proposer shall include, at a minimum, courses in Basic Keelboat, Basic Cruising, Bareboat Cruising and Coastal Navigation. Powerboat certifications should include both single and twin engine operation. The Sailing Center facilities shall be open to the general public pursuant to the hours of operation as approved by PROS.

All goods and services provided by the selected Proposer and the prices of the goods and services must have prior written approval by PROS. The prices for the goods and services may be modified only by prior written request from the selected Proposer to PROS and upon approval by the PROS Director.

PROS reserves the right to schedule special events that may preclude the selected Proposer from operating in the Sailing Center or a portion thereof, for a limited time. PROS will use reasonable efforts to notify the selected Proposer as early as possible of these special events and such notice should be no later than two (2) weeks prior to the special event.

It shall be the selected Proposer's responsibility to secure and provide security for the Sailing Center. The County will not accept any responsibility for the selected Proposer's equipment, supplies, etc.

2.3 Site Description

The Operating Area is the "Sailing Center," located within the Matheson Hammock Marina in Matheson Hammock Park, located at 9610 Old Cutler Road, Miami, Florida 33156. The Sailing Center is provided in as-is condition, and is currently comprised of various existing open-sided shelter(s) (or pavilions) and seven (7) wet slips designated for the Sailing Center operation (see Exhibit A, Site Map).

2.4 Facility Improvements

Improvements of the Sailing Center facility are required, intended to be permanent in nature, and are for the benefit of the Park, park patrons and the Sailing Center Operation. The selected Proposer shall bear all costs associated with all improvements and installations of the Sailing Center facility and all such improvements and installations shall become the property of the County at the termination of any agreement resulting from this Solicitation. Improvements shall occur with minimum impact to the public's enjoyment of Matheson Hammock Park and shall include the following:

- A. The selected Proposer shall submit the conceptual plan illustrating the assessment and design of an open air Sailing Center facility to PROS. Further, the selected Proposer shall submit to PROS preliminary and final plans for approval.
- B. The selected Proposer shall perform all facility improvements and acquire all necessary permits and approvals in order to comply with the South Florida Building Code, the City of Coral Gables and other applicable regulations. The selected Proposer shall obtain approval from PROS prior to starting construction of the facility improvements.
- C. The selected Proposer shall submit a comprehensive timeline for the start-up of the Sailing Center facility, including the improvement phase, to PROS for its approval.
- D. The selected Proposer shall complete the facility improvements and begin full operation not later than XX days after obtaining all required permits. In the case that delays are beyond the control of the selected Proposer, the County may, at its sole discretion, grant a written extension.
- E. The selected Proposer shall submit for approval from PROS, the estimated cost of construction certified by a Certified Public Accountant (CPA) pursuant to the Generally Accepted Accounting Principles (GAAP).
- F. The term of the agreement may be extended past the initial term and option to renew periods in consideration for permanent improvements that will benefit the Park, whereby, for each \$50,000.00 in permanent improvements the selected Proposer may be eligible for an additional term up to five (5) years. However, in no event will the agreement be renewed or extended as to make the agreement exceed a total of twenty (20) years from the commencement date. The length of the additional term(s) will depend upon the value of the improvements.

2.5 Design of the Sailing Center Facility

The Sailing Center facility shall be an open air facility which incorporates design elements that make it compatible with Matheson Hammock Park. The facility design shall meet all applicable building codes and shall be in compliance with the requirements contained in Article 7 of the Miami Dade County Home Rule Charter. The appearance of the Sailing Center facility is subject to approval by PROS, at its sole discretion.

The structure shall incorporate:

2.6 Preferred Qualifications

The selected Proposer shall have:

- Five (5) years diverse experience in sailing and powerboat instruction, sailboat and powerboat rental, charter services, and facility operation;
- Knowledge of business operations and the legal requirements associated with this type of operation;
- Experience in the permitting and operation of a sailing and powerboat center;
- Adequate financial capacity to maintain operations;
- Required licenses/permits to operate the sailing and powerboat center;
- Basic Water Rescue/ Safety Certification;
- CPR/First Aid Certification;
- All staff who will operate boats must have successfully completed a Safe Boating Course.

Note: All required certifications must be in place prior to the start of operations of the sailing and powerboat center. The required certifications are a continuing obligation of the selected Proposer throughout the duration of any contract issued as a result of this solicitation.

2.7 Requirements

- A. General Requirement: For the duration of the Agreement, any sailing class provided and any sailing instructor(s) utilized shall be certified by US SAILING.
- B. Personnel Requirements:
The selected Proposer shall:
1. Employ a qualified on-site Sailing Center manager with experience in the management of this type of operation. In addition, the selected Proposer shall provide sufficient employees in order to provide outstanding service.
 2. Comply with Miami-Dade County Ordinance No. 08-07, Chapter 26, "Miami-Dade County Parks, Recreation and Open Spaces Department Rules and Regulations, Article III, The Shannon Melendi Act". The selected Proposer shall ensure that all selected Proposer's management, staff and volunteers:
 - a. Have had nationwide criminal background checks conducted by a Professional Background Screener;
 - b. Have been screened through the Florida Department of Law Enforcement Sexual Predator/Offender Database, and a check of the National Sex Offender Public Registry;
 - c. Have been verified as being United States Citizens or having legal immigrant status per Miami-Dade County Ordinance No. 08-07 prior to and throughout employment;
 - d. Wear picture identification at all times while on County property and when in direct contact with marina patrons and the general public;
 3. Retain all records demonstrating compliance with the background screening required herein for not less than three years beyond the end of the contract term. The selected Proposer shall provide the County with access to these records annually, or at the request of the County.

2.8 Services To Be Provided

A. Operation and Quality of Services

The selected Proposer shall:

1. Establish a minimum schedule and hours of operation for boating patrons, subject to the approval of PROS.
 - a. Minimum Hours of Operation:

1. During summer (from May, Memorial Day to September, Labor Day)
 - Monday - Friday 8:00 a.m. – 5:00 p.m.
 - Saturday - Sunday and Holidays 8:00 a.m. – 5:00 p.m.
2. During winter (the day after Labor Day to one day before Memorial Day)
 - Monday - Friday 9:00 a.m. – 5:00 p.m.
 - Saturday - Sunday and Holidays 8:00 a.m. – 5:00 p.m.
2. Provide an operation that is safe and customer oriented with prompt service. Ensure quick and effective complaint resolution, effective employee performance with quality, prompt and efficient service, adequate to meet all reasonable demands.
3. The selected Proposer shall promote Matheson Hammock Park and Marina through marketing. PROS will not permit the utilization of outside surfaces, such as buildings or sheds, for the purpose of commercial advertising unless otherwise approved in writing by PROS. The County reserves the right to evaluate the attractiveness and appropriateness of the selected Proposer's submission of the proposed advertisement. The selected Proposer shall promote and teach, sailing and boating lessons for the following:
 - a. Individuals. Such instruction will be defined as "individual lessons";
 - b. Individuals in a group of not more than 5 persons. Such instruction will be defined as a "group lessons";
 - c. Groups of 6 or more persons per instructor. Such instruction will be defined as a "clinic". Fees for the various types of clinics that can be conducted will either be "fee" or "free," depending on mutual advance agreement of the selected Proposer and the PROS Director, or his/her designee;
4. Offer demonstrations of aspects of sailing and power boating in promotion of the Park. Such instruction will be defined as a "demonstration". Fees for such demonstrations may be either "fee" or "free," depending on mutual advance agreement of the selected Proposer and the PROS Director, or his/her designee;
5. Advise PROS of schedules of clinics and demonstrations on sailing / power boating, sailing / power boating merchandising, sailing / power boating management and other professional information;
6. Ensure that employees are distinctively uniformed and appropriately attired so as to be distinguishable as the selected Proposer's employees and not as employees of the County;
7. Continue to accommodate existing sailing and power boating programs at the Park;
8. Provide to the County, the selected Proposer's emergency evacuation plan and hurricane plan, prior to operations. Thereafter, selected Proposer shall provide the County with any updates to the plans;
9. Comply with all applicable rules and regulations adopted by the County and all laws, ordinances and/or rules and regulations of other governmental units and agencies having lawful jurisdiction, which may be applicable to selected Proposer's operations of the Sailing Center;
10. Be responsible for sailboat/ powerboat rental and facility maintenance and operation, as follows:
 - a. Ensure that all boats utilized for instruction and/or rental meet or exceed all applicable U.S. Coast Guard and US SAILING requirements, are properly equipped with all required equipment, safety or otherwise, and are in good working order at all times;

- b. Provide for the recovery of its disabled, grounded or otherwise inoperable vessels;
- c. Pay operating expenses associated with the day-to-day operation of the designated Sailing Center facilities;
- d. Repair and maintain the Sailing Center facilities to include repair and replacement of boats, equipment and any facilities and equipment located within the designated area of operation (This does not include dock repairs normally considered the responsibility of the marina Proposer);
- e. Maintain a log which documents the use of all boats and persons renting and boarding boats of the Proposer;
- f. Provide all equipment and supplies necessary to maintain the Sailing Center facilities in the same, or better condition as at the commencement of the Agreement;
- g. Provide all labor to repair and maintain the day-to-day operation of the Sailing Center facilities;
- h. Taking good care of Sailing Center facilities and using the same in a careful manner, and shall, at its own cost and expense, repair County property and facilities damaged by its operations;

2.9 Payments to the County

It is the intent of PROS that the best possible services are provided to the public, while gaining revenues. However, PROS makes no guarantee that PROS or the County will act, promote, approve, assist or cooperate in any manner to assure that this project will be a financial success for the County or for the selected Proposer.

Guaranteed Monthly Rent is calculated based on the cost of wet slips only. The established rate is consistent with Miami-Dade County Board of County Commissioners approved slip fees for Matheson Hammock Park. The selected Operator is required to utilize at least the slips detailed below. Additional slips can be added to this Concession, upon availability and prior approval from PROS. Each slip may be utilized by more than one vessel.

Slip #	Slip Size	Monthly Slip Rate	# Boats currently in Slip(s)
D-2	30'	\$419.70	ONE
D-3	35'	\$489.65	ONE
D-4	30'	\$419.70	ONE
*D-23	35' T-HEAD	\$489.65	FOUR
*D-28	30' T-HEAD	\$419.70	FOUR
*E-23	40' T-HEAD	\$559.60	FOUR
*E-26	35' T-HEAD	\$489.65	ONE
TOTALS	7 Slips	\$3,287.65	16 Boats

*NOTE: SLIP SIZES ON T-HEADS ARE APPROXIMATELY 5 FEET LONGER THAN REGULAR SLIPS ON PIER.

1. Guaranteed Monthly Rent

The selected Proposer shall pay a Guaranteed Monthly Rent, which is suggested to be no less than \$3,291.67 (plus tax), due on the first day of each month. The Guaranteed Monthly Rent should be competitively proposed, is negotiable, and will be adjusted at the end of each operating agreement year,

based on the Miami-Dade County Board of County Commissioners approved slip fees for Matheson Hammock Park.

AND

2. Percentage of Monthly Gross Receipts

In addition to the Guaranteed Monthly Rent, the selected Proposer shall pay PROS on a monthly basis, due by the 10th of the month for each preceding month, a Percentage of Gross Receipts, for revenue from the sale of all goods and services provided at the sailing center as of date the sailing center commences operations. The minimum Percentage of Monthly Gross Receipts payable to the County is suggested to be no less than 8%. The percentage of Monthly Gross Receipts should be competitively proposed and is negotiable.

3.0 RESPONSE REQUIREMENTS

3.1 Submittal Requirements

In response to this Solicitation, Proposer should **return the entire completed Proposal Submission Package** (see attached). Proposers should carefully follow the format and instructions outlined therein. All documents and information must be fully completed and signed as required.

The proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services. However, overly elaborate responses are not requested or desired.

4.0 EVALUATION PROCESS

4.1 Review of Proposals for Responsiveness

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in this Solicitation. A responsive proposal is one which follows the requirements of this Solicitation, includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the proposal being deemed non-responsive.

4.2 Evaluation Criteria

Proposals will be evaluated by a Review Team which will evaluate and rank proposals on criteria listed below. The Review Team will be comprised of appropriate County personnel and members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the Review Team is balanced with regard to both ethnicity and gender. The criteria are itemized with their respective weights for a maximum total of one hundred (100) points per Review Team member.

<u>Technical Criteria</u>	<u>Points</u>
1. Proposer's relevant experience, qualifications, and past performance related to providing the types of services requested in this Solicitation	15
2. Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project	15
3. Proposer's operation plan, time frame to provide the services requested in this Solicitation and Conceptual Plan	30
4. Proposer's Pro-forma and financial capability	20

<u>Price Criteria</u>	<u>Points</u>
5. Proposed Guaranteed Monthly Rent and Percentage of Monthly Gross Receipts	20

4.3 Oral Presentations

Upon completion of the criteria evaluation indicated above, rating and ranking, the Review Team may choose to conduct an oral presentation with the Proposer(s) which the Review Team deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. (See **Form A-2** regarding registering speakers in the proposal for oral presentations.) Upon completion of the oral presentation(s), the Review Team will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation.

4.4 Selection Factor

This Solicitation includes a selection factor for Miami-Dade County Certified Small Business Enterprises (SBE's) as follows. A SBE/Micro Business Enterprise is entitled to receive an additional ten percent (10%) of the total technical evaluation points on the technical portion of such Proposer's proposal. An SBE/Micro Business Enterprise must be certified by Small Business Development for the type of goods and/or services the Proposer provides in accordance with the applicable Commodity Code(s) for this Solicitation. For certification information contact Small Business Development at (305) 375-2378 or access <http://new.miamidade.gov/business/business-development.asp>. The SBE/Micro Business Enterprise must be certified by proposal submission deadline, at contract award, and for the duration of the contract to remain eligible for the preference. Firms that graduate from the SBE program during the contract may remain on the contract.

OR

A Selection Factor is not applicable to this Solicitation.

OR

(If no points are assigned to evaluation criteria, include the following in addition to above paragraph):

Whenever there are two best ranked proposals that are substantially equal and only one of the two so ranked proposals is submitted by a Proposer entitled to a selection factor, the selection factor shall be the deciding factor for award.

4.5 Local Certified Service-Disabled Veteran's Business Enterprise Preference

This Solicitation includes a preference for Miami-Dade County Local Certified Service-Disabled Veteran Business Enterprises in accordance with Section 2-8.5.1 of the Code of Miami-Dade County. A VBE is entitled to receive an additional five percent (5%) of the total technical evaluation points on the technical portion of such Proposer's proposal. If a Miami-Dade County Certified Small Business Enterprise (SBE) measure is being applied to this Solicitation, a VBE which also qualifies for the SBE measure shall not receive the veteran's preference provided in this section and shall be limited to the applicable SBE preference.

4.6 Price Evaluation

The price proposal will be evaluated subjectively in combination with the technical proposal, including an evaluation of how well it matches the Proposer's understanding of the County's needs described in this Solicitation, the Proposer's assumptions, and the value of the proposed services. The pricing evaluation is used as part of the evaluation process to determine the highest ranked Proposer. The County reserves the right to negotiate the final terms, conditions and pricing of the contract as may be in the best interest of the County.

4.7 Local Preference

The evaluation of competitive solicitations is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal or state law, or any other funding source requirements, provides that preference be given to local businesses (see **Form A-4**). If, following the completion of final rankings by the Review Team, a non-local Proposer is the highest ranked responsive and responsible Proposer, and the ranking of a responsive and responsible local Proposer is within 5% of the ranking obtained by said non-local Proposer, then the Review Team will recommend that a contract be negotiated with said local Proposer.

4.8 Negotiations

The County may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Proposer's best terms from a monetary and technical standpoint.

The Review Team will evaluate, score and rank proposals, and submit the results of their evaluation to the County Mayor or designee with their recommendation. The County Mayor or designee will determine with which Proposer(s) the County shall negotiate, if any, taking into consideration the Local Preference Section above. In his sole discretion, the County Mayor or designee may direct negotiations with the highest ranked Proposer, negotiations with multiple Proposers, or may request best and final offers.

Notwithstanding the foregoing, if the County and said Proposer(s) cannot reach agreement on a contract, the County reserves the right to terminate negotiations and may, at the County Mayor's or designee's discretion, begin negotiations with the next highest ranked Proposer(s). This process may continue until a contract acceptable to the County has been executed or all proposals are rejected. No Proposer shall have any rights against the County arising from such negotiations or termination thereof.

Any Proposer recommended for negotiations shall complete a Collusion Affidavit, in accordance with Sections 2-8.1.1 of the Miami-Dade County Code. (If a Proposer fails to submit the required Collusion Affidavit, said Proposer shall be ineligible for award.)

Any Proposer recommended for negotiations may be required to provide to the County:

- a) Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
- b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors is or has been involved within the last three years.

4.9 Contract Award

Any contract, resulting from this Solicitation, will be submitted to the County Mayor or designee for approval. All Proposers will be notified in writing when the County Mayor or designee makes an award recommendation. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the County to be in the best interest of the County. Notwithstanding the rights of protest listed below, the County's decision of whether to make the award and to which Proposer shall be final.

4.10 Rights of Protest

A recommendation for contract award or rejection of all proposals may be protested by a Proposer in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Implementing Order No. 3-21.

5.0 TERMS AND CONDITIONS

The anticipated form of agreement is attached. The terms and conditions summarized below are of special note and can be found in their entirety in the agreement:

a) Vendor Registration

Prior to being recommended for award, the Proposer shall complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2008, the new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed. The Vendor Registration Package, including all affidavits can be obtained by downloading from the website at <http://www.miamidade.gov/procurement/vendor-registration.asp> or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL. The recommended Proposer shall affirm that all information submitted with its Vendor Registration Package is current, complete and accurate, at the time they submitted a response to the Solicitation, by completing an Affirmation of Vendor Affidavit form.

b) Insurance Requirements

The Proposer or selected Proposer shall furnish to the County, Internal Services Department, Procurement Management Division, prior to the commencement of any work under any agreement, Certificates of Insurance which indicate insurance coverage has been obtained that meets the stated requirements.

c) Inspector General Reviews

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise indicated. The cost of the audit, if applicable, shall be one quarter (1/4) of one (1) percent of the total contract amount and the cost shall be included in any proposed price. The audit cost will be deducted by the County from progress payments to the Proposer or selected Proposer, if applicable.

d) User Access Program

Pursuant to Section 2-8.10 of the Miami-Dade County Code, any agreement issued as a result of this Solicitation is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Solicitation and the utilization of the County contract price and the terms and conditions identified therein, are subject to the two percent (2%) UAP.

6.0 ATTACHMENTS

Form of Agreement
Proposal Submission Package
Exhibit A, Site Map
Exhibit B, Photos of Current Operating Area?
Attachment A- Sample of Pro-Forma