

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

**This revised Input Document is issued to document the requisition number RQPR1700003**

<input checked="" type="checkbox"/> <u>New contract</u>	<input type="checkbox"/> <u>OTR</u>	<input type="checkbox"/> <u>CO</u>	<input type="checkbox"/> <u>SS</u>	<input type="checkbox"/> <u>BW</u>	<input type="checkbox"/> <u>Emergency</u>	Previous Contract/Project No.: RFP488
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<input type="checkbox"/> <u>Re-Bid</u>	<input type="checkbox"/> <u>Other</u>
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LIVING WAGE APPLIES: \_\_\_ YES  NO

**Requisition/Project No:** EPPRFP-00559

**TERM OF CONTRACT:** Five-year period, with one (1), five-year option to renew

**Requisition/Project Title:** Herbert Hoover Marina Operations and Management Services

**Description:** Miami-Dade County (County) as represented by the Miami-Dade County Parks, Recreation, and Open Spaces Department (PROS), is soliciting proposals for the operation and management of the Herbert Hoover Marina Bait & Tackle Shop, Tow Boat Facility, and Fuel Dock facilities (Facilities) at Homestead Bayfront (Park), located at 9698 SW 328th Street, Homestead, Florida 33033 (see Attachment B – Aerial View of Homestead Bayfront Park Park).

**User Department:** PR1402

**Issuing Department:** ISD / PM

**Estimated Cost:** \$500,000

**Contact Person:** Tyrrell, Jessica; [Jessica.Tyrrell@miamidade.gov](mailto:Jessica.Tyrrell@miamidade.gov); 305-755-7872

**Funding Source:** Revenue Generating

**ANALYSIS**

NIGP [959-50] Marina Services; NIGP [961-15] Concessions, Catering, Vending: Mobile and Stationary (see Class 905 for Airport Concessions) ; NIGP [971-04] Boat Dock/marina Space, Rental or Lease			
<b>Trade/Commodity/Service Opportunities</b>			
Contract/Project History of Previous Purchases For Previous Three (3) Years Check Here <span style="background-color: yellow;">      </span> if this is a New Contract/Purchase with no Previous History			
	<u>EXISTING</u>	<u>2<sup>ND</sup> YEAR</u>	<u>3<sup>RD</sup> YEAR</u>
<b>Contractor:</b>	SOUTH DADE OUTFITTERS INC		
<b>Small Business Enterprise:</b>			
<b>Contract Value:</b>			
<b>Comments:</b>			
Continued on another page (s): ___ Yes <input checked="" type="checkbox"/> No			

**RECOMMENDATIONS**

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

<b>Basis of Recommendation:</b>

Signed: Alexandra Napoles

Date to DBD: 03/28/17

Date Returned to DPM: \_\_\_\_\_

## 2.0 SCOPE OF SERVICES

### 2.1 Background

The Herbert Hoover Marina and Homestead Bayfront Park are located at Convoy Point, next to the Biscayne National Park Headquarters (south side). One Biscayne Bay, approximately one (1) mile north of the Florida Power and Light (FPL) Channel (identified by its twin stacks), and approximately six (6) miles south of Intracoastal Waterway (ICW) Channel Markers "5" and "6," or the area better known as the Featherbeds.

**Position:** 25° 27.8' N., 80° 19.2' W.

**Approach Depth:** 3.5 feet to 5 feet.

**Dockside Depth:** 5 feet to 6 feet.

#### Park and Marina Amenities:

- Bait and Tackle Shop
- 10 Boat Launching Ramps
- Boat Wash-Down Facilities
- Fish Cleaning Area
- Freshwater Hookups
- Gas & Diesel Fuel
- Marine Store
- 2 Outdoor Shower Posts with Four Heads Each
- Pumpout
- 2 Restrooms
- Vessel Assistance Service
- 30 Dry Storage Slips
- 178 Wet Slips
- Atoll Pools
- Restaurant
- Beach
- Picnic Shelter

It is the responsibility of each Proposer before submitting a proposal to:

- 1) Examine every component of this Solicitation and other associated information (which may or may not be provided by the County), as well as the draft agreement documents included in this Solicitation thoroughly and notify the County of any conflicts, errors, or discrepancies in the documents that may affect submission of a Proposal, prior to deadline for receipt of questions stipulated in Section 1.1, Introduction.
- 2) Visit the Marina to become familiar with conditions that may affect costs, performance, and/or furnishing of the Work. The Marina is available for viewing during normal business hours. Any visits to the Marina, outside of the Site Visit as indicated on the front page of this Solicitation, shall not require County staff assistance. Visits shall be confined to viewing the site and immediate area; reviewing present usage patterns; and for the purpose of better understanding future possibilities, all without impacting ongoing activities.
- 3) Take into account federal, state and local laws, regulations, permits, and ordinances that may affect costs, performance, and/or furnishing of the Work.

### 2.2 Current Facility Environment

#### **Bait and Tackle Shop**

The Bait and Tackle Shop is approximately 750 square feet in area with a walk up service counter. The facility provided does not include any furniture or fixtures such as counters, chairs, computers, freezers, shelving, live wells for bait, etc. For Bait and Tackle Shop layout, see Attachment C - Bait and Tackle Shop Floor Plan. This Facility building also houses office space for Parks staff.

#### **Tow Boat Facility**

The existing tow boat office building is approximately 150 square feet and is available for use by the selected Proposer as the Towboat Operations Office. There is approximately 120 feet of seawall dockage available. The Tow Boat Facility also includes one (1) Pump Out station to be operated by selected Proposer.

### **Fuel Dock**

The Fuel Dock has two (2) fuel pumps associated with two (2) 10,000 gallon fuel tanks. One (1) 10,000 gallon tank is for diesel fuel, one (1) 10,000 gallon tank is for recreation 90 unleaded fuel. All fuel costs shall be paid directly by the selected Proposer.

### **Utilities**

The County shall provide access to the following, as existing, electrical, water facilities, and sewage collection facilities. While no separate metering exists to allow the selected Proposer to transfer Utility service into the name for the selected Proposer and for the Proposer to pay the exact cost of Utility service, the Proposer shall pay the County an amount equal to \$400.00 per month for all costs associated with Utility usage at the Facilities. The County shall also provide waste collection services at no additional charge to the selected Proposer.

### **2.4 Qualifications**

The selected Proposer should have:

- 2.4.1 Experience in the marine industry (including the operation of marina concession services such as bait and tackle, tow boat facilities, and fuel services) and related activities in a marina setting with a similar size and scope of the requirements contained in this Solicitation.
- 2.4.2 Knowledge of the legal requirements that are involved in the specific type of operation for which it proposed.
- 2.4.3 Adequate financial strength and working capital to provide for all services, improvements (if any), and operations of the Facilities.
- 2.4.4 If the Proposer intends to make improvements to the existing Facilities and Boat Services, a site plan, floor plans and elevation of structure(s) to be improved or constructed, as described in the Construction Rider attached in Section 5.0, Exhibit D, must be included in the Proposal. A capital improvement cost estimate of proposed improvements by the Proposer shall be included in the Price Proposal (see Form B-1).

### **2.5 Facility Operation Requirements**

- 2.5.1 The Facilities shall be open to the general public and Services shall be provided, seven (7) days a week between the hours of 7:00 am until sunset. The County will work with selected Proposer to establish a standard closing time that is expected to be around sunset.
- 2.5.2 Outside surfaces of the Facilities shall not be used for the purpose of commercial advertising. Any interior advertising must be in accordance with Article 7 of the Home Rule Amendment and Charter and approved in writing by the County.
- 2.5.3 Any equipment, furnishings, signage, and advertising installed, uninstalled, or replaced within the Facilities, Park, or in, on, or adjacent to the Facilities or Park, as well as all use and operations of the Park by the selected Proposer shall be in compliance with Article 7 of the Home Rule Amendment and Charter, all governmental authorities having jurisdiction, and in keeping with the appropriate standards of decor at the Park, and must be approved by the County prior to installation. All new equipment, furnishings, signage, and advertising provided shall meet the requirements of all applicable building, fire, pollution and other related codes.

### **2.6 General Services to be Provided**

The selected Proposer shall provide the following services:

- 2.6.1 Operate the Facilities including Bait and Tackle Shop, Tow Boat Facility, Fuel Dock; and related services for each as applicable, as approved by the County, in a manner normally associated with this type of operation and the marine industry, in accordance with Article 7 of The Home Rule Amendment and Charter as amended November 4, 2014 (Section 6.0, Attachment A).
- 2.6.2 Furnish prompt and efficient service that meets the fishing and boating patrons' needs and all other reasonable demands, including the established minimum schedule and hours of operation for marina patrons, subject to the approval of the County;
- 2.6.3 Provide an operation that will be safe, customer oriented with prompt service, complaint resolution, effective employee performance and training and timely initiation and completion of all work;
- 2.6.4 Manage, operate and maintain the Facilities and provide Services and activities in accordance with legal requirements and safety practices required for the safe operation;

- 2.6.5 Take good care of the Facilities and using the same in a careful manner and, at its own expense, repair County property and facilities damaged by its operations;
- 2.6.6 Keep all equipment and supplies necessary to maintain the Facilities in the same condition as at the commencement of any agreement issued as a result of this RFP or better;
- 2.6.7 Provide assistance, expertise, and technical advice to the County regarding general changes in the industry rules and regulations, safety and operation of the Facilities, suggesting the types of equipment, merchandise, services, and promotional methods associated with this type of operation;
- 2.6.8 Ensure employees are distinctively uniformed or appropriately attired so as to be distinguishable as the selected Proposer's employees and not as employees of the County;
- 2.6.9 Provide all labor to repair and maintain the day-to-day operations of the Facilities;
- 2.6.10 Prepare plan(s) for emergencies, including, but not limited to, fire, acts of nature, fuel spills, etc., and implement the approved plan(s) if instructed to do so by the County;
- 2.6.11 Promote and provide information related to weather, marine industry, and other associated activity to marina patrons; monitor marine radio frequencies during approved hours of operation and respond appropriately to emergencies;

## 2.7 **Services to be Provided for Bait and Tackle Shop**

- 2.7.1 Provide resale items such as, but not limited to, bait, fishing tackle, boating supplies, ice, pre-wrapped food items, candy, soda, beer, chips, ice cream, cookies, etc.
- 2.7.2 Repair, maintain, and/or replace all above ground lights, furniture, fixtures, and equipment provided as needed at no cost to the County.
  - 2.7.2.1 Selected Proposer shall obtain and display appropriate licenses and/or permits required to perform repairs, maintenance, and replacements of Facility and/or Facility equipment.

## 2.8 **Services to be Provided for Tow Boat Facility**

- 2.8.1 Provide tow boat services to Park patrons with a minimum of one (1) tow boat, but no more than three (3) tow boats or barges.
- 2.8.2 Provide pump-out services to boats as needed.
  - 2.8.2.1 In accordance with County provided grant funding, selected Proposer is allowed to charge up to \$5.00 per vessel for a pump-out.
  - 2.8.2.2 In accordance with the Florida Department of Environmental Protection Clean Vessel Act, selected Proposer must complete on a monthly basis, the attached Appendix D – Pumpout Log and submit to the County Marina Dock Master no later than the fifth (5<sup>th</sup>) day following the end of the previous month.
  - 2.8.2.3 In the event the pump-out is out of service or not functioning properly, the selected Proposer must immediately report it to the County Marina Dock Master.
- 2.8.3 Repair, maintain, and/or replace all above ground lights, sea-wall, pump-out station, furniture, fixtures, and equipment provided as needed.
  - 2.8.3.1 Selected Proposer shall obtain and display appropriate licenses and/or permits required to perform repairs, maintenance, and replacements of Facility and/or Facility equipment.

## 2.9 **Services to be Provided for Fuel Dock**

- 2.9.1 Manage fuel (unleaded gasoline and diesel) operations by ordering fuel and selling fuel at the Fuel Dock above cost.
- 2.9.2 Collect all fuel revenues and remit a percentage of gross receipts to the County.
- 2.9.3 Repair, maintain, and/or replace all above ground fueling equipment, lights, fixtures, and equipment provided, as needed.
  - 2.9.3.1 Selected Proposer shall obtain and display appropriate licenses and/or permits required to perform repairs, maintenance, and replacements of Facility and/or Facility Equipment.

## 2.10 **Payment of Revenue to the County**

It is the intent of the County that the best possible services be provided to the public, while generating revenues.

The selected Proposer shall pay a guaranteed monthly fixed fee to the County, exclusive of Utilities payment as required under Section 2.2, for the operation and management of the following two facilities:

- Bait and Tackle Shop
- Tow Boat Facility

AND

The selected Proposer shall pay a percentage of monthly gross revenues/receipts, exclusive of Utilities payment as required under Section 2.2, Current Facility Environment, for the operation and management of the following three (3) facilities:

- Bait and Tackle Shop
- Tow Boat Facility
- Fuel Dock

## **2.11 County's Rights and Responsibilities**

- 2.11.1** The County shall have sole discretion in determining what related services may or may not be provided. The County may allow the selected Proposer to provide additional services and/or use County adjacent space or within the Park, upon such terms as the parties may agree. Such additional services must follow the theme of the approved purpose of any agreement issued as a result of this solicitation.
- 2.11.2** The County shall have the right to request revision of prices on all Goods and Services provided by the selected Proposer.
- 2.11.3** The County reserves the right to schedule special events that may preclude the selected Proposer from operating in the Facilities or providing the Services, or a portion thereof, for a limited time. The County will use reasonable efforts to notify the selected Proposer as early as possible of these special events.
- 2.11.4** The County shall have the right, without limitation, to monitor and test the quality of Services of the selected Proposer, including, but not limited to personnel and the effectiveness of its cash-handling procedures, through the use of a shopping service, closed circuit TV, and other reasonable means.
- 2.11.5** The County shall have the authority to make periodic reasonable inspections of all the Facilities, equipment, and operations during the normal operating hours thereof to determine if such are being maintained in a neat and orderly condition. The selected Proposer shall be required to make any improvements in cleaning or maintenance methods reasonably required by the County. Such periodic inspections may also be made at the County's discretion to determine whether the selected Proposer is operating in compliance with the terms and provisions of this Contract.
- 2.11.6** The County reserves the right to use the seawall dockage in the event the selected Proposer does not have a Tow Boat on site.
- 2.11.7** The County reserves the right to determine the attractiveness and appropriateness of the Facilities and to request that the selected Proposer make changes, if necessary, and such determinations by the County shall be considered final.
- 2.11.8** The County shall have the right, at its sole cost and expense, without limitation, to make any repairs, alterations and additions to any structures and facilities, including the Facilities covered under this Contract, free from any and all liability for loss of business or damages of any nature whatsoever during the making of such repairs, alteration and additions.
- 2.11.9** The County is responsible for any maintenance associated with the pump-out station.

## **2.12 Proposer's Rights and Responsibilities**

- 2.12.1** The selected Proposer shall be responsible for all operating expenses, including Utilities associated with the day-to-day operations, with the exception of waste collection services which will be provided by the County at no cost to the selected Proposer. The selected Proposer shall pay for all charges for Utility services used or consumed in or upon the Facilities including, but not limited to: electricity, water, and sewerage charges under this Contract. While no separate metering exists to allow the Selected Proposer to transfer Utility service into the name for the selected Proposer and for the selected Proposer to pay the exact cost of Utility service, the Proposer shall pay the County an amount equal to \$400.00 per month for all costs associated with Utility usage at the Facilities. Selected Proposer shall not place any unacceptable load or burden on the capacity of the applicable building systems and utility lines of the Park as determined either by the public utility providing such service or by the County in the exercise of reasonable judgment.
- 2.12.2** Selected Proposer shall be responsible for janitorial service and pest extermination service within the Facilities. The selected Proposer shall keep the Facilities and equipment clean at all times. If the Facilities and equipment are not kept clean in the opinion of the County, the selected Proposer will be advised and if correction action is not immediately taken, the County will cause the same to be cleaned and/or treated and the selected Proposer shall assume responsibility and liability for such cleaning and/or extermination costs associated.
- 2.12.3** The selected Proposer shall, at its sole cost, obtain all permits, licenses, and approvals required for operation and performance under this Contract.
- 2.12.4** It shall be the selected Proposer's full responsibility to secure the Facilities included in this Solicitation twenty-four (24)

- hours per day, seven (7) days per week, three hundred sixty-five (365) days per year. The County will not accept any responsibility for the selected Proposer's equipment, supplies, other personal property, money, etc.
- 2.12.5** The selected Proposer shall follow the County's emergency evacuation and hurricane plan as set forth for the Facilities or Park.
- 2.12.6** Selected Proposer shall repair all damages to the Facilities or Park caused by the selected Proposer, its employees, agents, or independent contractors.
- 2.12.7** The selected Proposer shall employ a qualified, full-time, on-site manager having experience in the management of this type of operation, who shall be available during normal business hours, and be delegated sufficient authority to ensure the competent performance and fulfillment of the responsibility of the selected Proposer under this Contract and to accept all notices provided for herein throughout the term of this Contract or any extensions thereof.
- 2.12.8** A management person of the selected Proposer shall be on call, at all times, for emergencies or other matters related to the operations under this Contract.
- 2.12.9** All equipment and personal property furnished by selected Proposer shall be of good quality and suitable for its purpose.
- 2.12.9** Selected Proposer shall use the Facilities only for the use permitted and shall not provide any services or sell any item or product without the prior written approval of the Project Manager. Further, all activity and use shall be in accordance with Article 7 of the Home Rule Amendment and Charter.
- 2.12.10** Selected Proposer shall not permit the Facilities or any part thereof to be used in any manner, or anything to be done therein, or permit anything to be brought into or kept therein, which would in any way (i) violate any Legal Requirements or Insurance Requirements; (ii) cause structural injury to the Facilities or Park or any part thereof; (iii) constitute a public or private nuisance; (iv) impair the appearance of the Facilities or Park; (v) materially impair or interfere with the proper and economic cleaning, heating, ventilating or air-conditioning of the Facilities or Park or the proper and economic functioning of any other common service facility or common utility of the Facilities or Park; (vi) impair or interfere with the physical convenience of any of the occupants of the Facilities or Park; or (vii) impair any of the it's other obligations under this Contract.
- 2.12.11** Throughout the term of this Agreement, including any renewal term, the selected Proposer shall be responsible for the timely payment (i.e., before delinquency) of any and all taxes levied on the selected Proposer, which taxes relate to, arise out of, or are a result of the operations and/or performance under this Agreement. The selected Proposer's liability for the payment of taxes shall encompass taxes imposed by any taxing authority including, but not limited to, state, county, and municipal taxing authorities.
- 2.12.12** Selected Proposer, at its expense, shall make promptly: All repairs, ordinary or extraordinary, interior or exterior, structural or otherwise, in and about the Facilities or Park as shall be required by reason of (i) the performance of any work on the Facilities; (ii) the installation, use or operation of selected Proposer's property; (iii) Selected Proposer's portion of the utility lines in the Facilities, if damaged due to selected Proposer's negligence; (iv) the moving of selected Proposer's property in or out of the Facilities or Park; (v) the misuse or neglect of the Facilities or Park by selected Proposer or any of its employees, agents, contractors, or customers including the failure or neglect to make the repairs required.
- 2.12.13** Selected Proposer shall comply with Miami-Dade County Ordinance No. 08-07, Chapter 26, "Miami-Dade County Park and Recreation Department Rules and Regulations, Article III, The Shannon Melendi Act". The selected Proposer shall ensure that all selected Proposer's management, staff and volunteers:
- 1) Have had nationwide criminal background checks conducted by a Professional Background Screener;
  - 2) Have been screened through the Florida Department of Law Enforcement Sexual Predator/Offender Database, and a check of the National Sex Offender Public Registry;
  - 3) Have been verified as being United States Citizens or having legal immigrant status employment; and
  - 4) Wear picture identification at all times while on County property and when in direct contact with patrons and the general public.
  - 5) 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.