

# COUNTY OF ORANGE

## REQUEST FOR PROPOSAL SOLICITATION NO. OCDPH 10-2015



### DANA POINT HARBOR OC SAILING and EVENT CENTER

34451 Ensenada Place, Dana Point, CA 92626

MANAGEMENT AND OPERATIONS

LEASE AGREEMENT

**Pre-Proposal Meeting: December 17, 2015**

**RFP Due Date: January 22, 2016**

(Proposals must be submitted electronically prior to the RFP due date via Bidsync under solicitation RFP-OCDPH 10-2015)

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# SECTION 1: RFP Overview



# INTRODUCTION

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## **Objective:**

The County of Orange through OC Dana Point Harbor (herein refer to as “County”) is seeking a qualified and experienced operator and lessee (herein refer to as “Lessee”) to provide management and operations for the OC Sailing and Events Center in Dana Point Harbor (“Harbor”) consisting of approximately 11,000 square feet (see [Exhibit A](#)). The responsibility will include all operations and maintenance for the continued use of the Center in generally the same form and fashion, programs offered will consist of water based programs for youth and adults, and offered to the general public, including but not necessarily limited to summer youth camp, sailing lessons, human powered craft (“HPC”) instruction and could include HPC equipment rental, room rentals and other programs and uses deemed appropriate for the general public and user groups as described in the Dana Point Harbor District Regulations (see [OCDPH.com](#)). Additional services may be included in the proposals, such as food and beverage concessions, provided they comply with the existing District Regulations (see [OCDPH.com](#)). OC Dana Point Harbor is seeking proposals which clearly define skills and experience in the types of programs as well as identifying ability to balance community expectations for types of programs with limits on usable area for these programs to operate while not interfering with general public access to Harbor amenities and waterways.

## **Background:**

The Harbor is a County-owned and operated facility located in the southern portion of the City of Dana Point (“City”). The 276-acre (gross) Harbor area can be accessed by vehicle via Dana Point Harbor Drive, which can be reached primarily via Pacific Coast Highway or the Street of the Golden Lantern, and is accessible to vessels transiting in the Pacific Ocean. The Harbor is held in trust by the County of Orange in accordance with the State of California’s Tidelands Grant, Chapter 321 of the Statutes of 1961 (effective on September 15, 1961 “Tidelands Grant”), which granted ownership of the tidelands and submerged land that make up the Harbor to County. The Tidelands Grant contains certain intended uses for the land and governs the County’s ownership and operation of the Harbor and restricts the use thereon. The Harbor was created in 1968 from a natural cove along the southern Orange County shoreline as a small boat harbor. The County, along with the cooperation of the U.S. Army Corps of Engineers, constructed the Harbor’s basic infrastructure and public facilities, which opened in 1971. Over the past four decades, the Harbor has established itself as one of the finest small boat harbors on the west coast.

The City was incorporated on January 1, 1989 and comprises an area of approximately 6.7 square miles with a population of about 37,000 residents. The City serves a significant number of visitors each year, many of which are drawn by the Harbor; beaches; local and regional park facilities; a golf course; and resorts. There are several special events each year in the Harbor that are valuable to

the community and to the visitor and tourism industry, including the Festival of the Whales (March), 4th of July Celebration, Tall Ships Festival (September), the Turkey Trot Run (November), and the Holiday Boat Parade (December).

The general configuration of the Harbor includes a landside area adjacent to steep natural bluffs and beaches, and an island area connected by a bridge and marina area/boat docks. The landside area of the Harbor provides a variety of recreational, commercial/retail, restaurant, other management accommodations, sporting and commercial-boating amenities within the Dana Wharf, Mariner's Village, and Mariner's Alley areas. A total of about 80,000 square feet of commercial, retail, and restaurant uses are currently in the existing commercial core, which is made up of Mariner's Village and Marina's Alley (directly east of Casitas Place), and Dana Wharf. Business establishments include 16 restaurants and 25 retail shops. Dana Wharf Sportfishing and Catalina Express (Catalina Island Ferry Service) are located at Dana Wharf. Amenities to the west of Casitas Place include the Marina Inn (a 136-room hotel); boater service facilities; boat sales; and public parkways. To the west of Island Way, Harbor amenities include boat sales and charters; the OC Sailing and Events Center; picnic and recreation areas; guest docks; Human Powered Craft launch area; Baby Beach; the Ocean Institute; and OC Dana Point Harbor Administration Offices. The island area is accessed by a 2-lane bridge extending across the Harbor's inner channel and includes the Dana Point Yacht Club; Dana West Yacht Club; Aventura Sailing Association (a membership sailing club open to the public); Nordhavn Yachts; boater service buildings; public and limited parking areas; a small dry boat storage facility; boat sales businesses; the commercial fishing fleet area and the Orange County Sheriff's Department Harbor Patrol facility. The island also includes a linear parkway with meandering sidewalk, grassy area, and picnic shelters along the southern edge. The two marinas (East and West Basin Marinas) contain approximately 2,400 boat slips in the water. Embarcadero Marina facilities are located to the east of Embarcadero Place and include a 10-lane public boat launch ramp; non-motorized boat launch; personal water craft (PWC) and small boat rentals; a hoist for launching and retrieving boats; and approximately 500 dry boat storage spaces. The eastern most area of the Harbor is directly adjacent to Doheny State Beach and contains a shipyard; and a fuel dock (with a small convenience store) and a small park area. The Harbor is bordered by residential and park uses to the north, Doheny State Beach to the east, the Pacific Ocean to the south, and the Dana Point Headlands and Dana Point Marine Life Refuge to the west.

### **Description of the Premises:**

OC Sailing and Events Center ("Center") has been managed by the County as a local community center offering sailing classes, marine based educational programs, certain fitness and athletic programs and summer camps. Other activities have included room rentals for meetings, weddings and parties as requested by the general public. The Center sits adjacent to Baby Beach and is surrounded on three sides by water. The Center includes a large room with a prep-kitchen and adjacent courtyard, smaller meeting and office space, a second courtyard/open space, storage

space, a boathouse which can accommodate meetings and classes, and a floating dock accessed via the public sidewalk.

**Definitions:**

The following is an explanation of terms frequently referred to in this document:

- “County”: Refers to the County of Orange.
- “OC Dana Point Harbor”: refers to the County of Orange.
- “Request for Proposal” or “RFP”: Refers to the solicitation process wherein the County is seeking proposals.
- “Proposal(s)”: Refers to the formal response to this solicitation submitted to the County by a Proposer or Proposers.
- “Proposer”: Refers to the individual, partnership, or corporation that is submitting a proposal in response to this RFP process.
- “Project”: Refers to the establishment, operation and management of the Center at Dana Point Harbor.
- “Shall”: Refers to a mandatory requirement.
- “Lessee”: Refers to the individual, partnership, or corporation that is awarded a Lease by the County upon conclusion of this RFP process.
- “Lease”: Refers to the legal agreement between the County and a Lessee that sets the terms for the tenancy at the Center and the operation of the Project.

**Proposal Evaluation Criteria:**

Proposals will be evaluated on the response to all provisions of the RFP. The County will use the following criterion in its evaluation and comparison of proposals submitted. The order in which the criterion appears is not intended to indicate their relative importance. What is the percentage breakdown as to the weighted scores of each area to be evaluated?

| PROPOSAL EVALUATION CRITERION  | WEIGHTED VALUE |
|--|----------------|
| The fit of the proposed operation in regard to operation type, customer base, price points and proposed Services offerings;                  | 20%            |
| Qualifications and experience of the Proposer in regard to similar type of business services operations and management;                      | 20%            |
| Proposer's experience with, and understanding of, the scope of potential building renovations and modifications, operations and maintenance; | 10%            |
| Proposer's business plan understanding of the customer base and operational methodology;   | 20%            |
| Proposed financial and Lease terms, including requested revisions to the Lease agreement;  | 10%            |
| Proposer's knowledge of the California Coastal Act, Harbor District Regulations and experience working within the California Coastal Zone.   | 20%            |

The County reserves the right to determine whether or not a Proposal meets the specifications and requirements of the RFP and reject any Proposal that, in the County's sole opinion, fails to meet the detail or intent of the requirements. The County reserves the right to reject any and all Proposals. All Proposals that meet the specifications and requirements of the RFP will be referred to the selection process.

**Selection Process:**

Phase I

Proposals shall be evaluated, by an evaluation team based on the qualifications, specifications and requirements listed within the RFP and in accordance to the anticipated overall success of the Project. Proposals meeting these requirements will be scored based on the established criteria, which have been weighted and will be assigned points that measure the responsiveness to each identified criterion.

Phase II

At the discretion of the evaluation team reviewing proposals, the top ranking Proposers may be invited to participate in an oral interview. Because oral interviews are not required, Proposers should be sure to detail their entire proposal and plan in the written proposal. If interviews are conducted, Proposers shall have their interview evaluated, by the evaluation team in

accordance with the established criterion. County reserves the right to conduct a site visit of Proposers’ facility (if one exists) as part of this Phase.

**Phase III**

The top (2) Proposers who meet the established criterion on the written Proposal, and Oral Interview/Site Visit if oral interviews are conducted may, at County’s discretion make a final presentation to the evaluation committee before a final consideration is made and recommended to the Orange County Board of Supervisors for approval of selection of the successful Lessee.

**Project Schedule:**

The following is a tentative schedule for the RFP process. The following dates are merely projections and the County reserves the right to modify this schedule.

| TENTATIVE PROJECT SCHEDULE   |                   |
|--|-------------------|
| RFP Published and Posted:  | October 28, 2015  |
| Pre-Proposal Site Inspection:  | December 17, 2015 |
| Questions from Proposers Due:  | December 28, 2015 |
| Questions and Answers available through Bidsync:   | January 7, 2015   |
| Proposals Due through Bidsync:   | January 22, 2016  |
| Review of Written Proposals:   | January 25, 2016  |
| Optional Oral Interviews and Optional Final Presentation/Interview with Highest-Qualified Proposers: | February 3, 2016  |
| Lease Approval by the Board of Supervisors:  | March 2016        |



# INSTRUCTIONS

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## **Submittal Information:**

**Proposals are due by 4:00 P.M., Pacific Daylight Time on January 22, 2016 at 24650 Dana Point Harbor Dr. Dana Point, CA 92629. Proposers must provide, one (1)-Original and six (6) copies of their proposal and seven (7) separate electronic versions on a UBS Thumb Drive.**

The Proposer is solely responsible for ensuring that the full Proposal is received in accordance with the solicitation requirements, prior to the date and time specified in the solicitation. The County shall not be responsible for any delays or transmission errors. The County is not responsible for and accepts no liability for any technical problems that result from conducting business electronically.

## **Pre-Proposal Site-Inspection:**

Some Proposers may wish to see the proposed space in person. An optional pre-proposal meeting will be conducted on December 17, 2015 at the OC Sailing and Event Center located at 34451 Ensenada Place, Dana Point, CA 92629. The Dana Point Harbor Management Team will lead the site inspection and tour through the building. OC Dana Point Harbor staff will be available to answer any questions regarding the building's base building systems. A list of all questions and answers derived from the Pre-Proposal Site Inspection will be available upon request via Bidsync, following the meeting for review by any potential proposers that cannot attend.

All interested parties must contact OC Dana Point Harbor via e-mail, [lsmith@ocdph.com](mailto:lsmith@ocdph.com) to confirm attendance to the Pre-Proposal Site Inspection on December 17, 2015. Interested parties that do not confirm attendance with OC Dana Point Harbor will not be granted access to the site on the day of the Pre-Proposal Site Inspection.

## **Questions, Answers and Addenda to RFP:**

Questions must be submitted in writing no later than 4:00 pm, Pacific Time on December 28, 2015 through the question and answer feature on [www.BidSync.com](http://www.BidSync.com). Proposers shall not contact any County staff with questions.

County has attempted to provide all information available. It is the responsibility of each Proposer to review, evaluate, and, where necessary, request any clarification prior to submission of a Proposal. If any person contemplating submitting a response to this Request for Proposals is in doubt as to the true meaning of any part of the solicitation documents attached hereto or finds discrepancies in or omissions from the specifications, they must submit a written request for clarification/interpretation via the question and answer feature under the solicitation.

If clarification or interpretation of this solicitation is considered necessary by County, a written addendum shall be issued and the information will be posted on BidSync under the solicitation (OCDPH 10-2015). Any interpretation of, or correction to, this solicitation shall be issued by the OC Dana Point Harbor Director or Deputy Director. County does not guarantee receipt by Proposer of all addenda. It is the responsibility of each Proposer to periodically check BidSync to ensure that they have received and reviewed any and all addenda to this solicitation. County will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information. All addenda shall become a part of the RFP document requiring response by the proposer where indicated.

**Proposal Format:**

Please refer to Proposal Requirements Checklist ([Exhibit C](#)) for specific directions regarding the content and format of your Proposal. As closely as possible, please adhere to the format and order provided in the Proposal Requirements Checklist when assembling proposals. Please note that part of the evaluation criteria takes into consideration the *responsiveness* of a Proposal; Proposals missing the required components listed below will be evaluated accordingly.

It is the sole responsibility of the Proposer to ensure that they have received the entire RFP, including any and all questions, answers and addenda via Bidsync prior to the RFP submission deadline of January 22, 2016.

# TERMS AND CONDITIONS

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## **I. Acceptance of Terms and Conditions**

Submission of a Proposal indicates acceptance by the company submitting the proposal of the terms, conditions and specifications contained in this RFP and Draft Lease (attached hereto as Exhibit D), unless clearly and specifically stated otherwise in the completed Statement of Compliance.

## **II. Public Record**

Upon submission of a Proposal and other materials for consideration by the County, such Proposals and materials shall become the property of the County of Orange. Proposals may be subject to public inspection and disclosure pursuant to state and federal law after the execution of the Lease for this Project. Prior to the RFP deadline, Proposals may be modified or withdrawn by the Proposer.

## **III. Availability of Records**

All relevant documents pertaining to this RFP and procurement process shall be made available by written request to the OC Dana Point Harbor Director or Deputy Director upon successful conclusion of the entire procurement process.

## **IV. Late Proposals**

Late Proposals will not be accepted. The County assumes no responsibility or liability for the transmission, delay, or delivery of a Proposal by electronic methods.

## **V. Specific County of Orange Information**

No verbal or written information which is obtained other than through this RFP or its addenda shall be binding on the County. No employee of the County, other than the OC Dana Point Harbor Director or Deputy Director, is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in or amended to this written RFP document.

## **VI. Errors and Omissions**

This RFP cannot identify each specific, individual task required to successfully and completely implement this Project. The County relies on the professionalism and competence of Proposers to be knowledgeable of the general areas identified in the scope of work and to include in their proposals all materials, equipment, required tasks and subtasks, personnel commitments, man-hours, labor, direct and indirect costs, etc. Proposers shall

not take advantage of any errors and/or omissions in this RFP document or in the firm's specifications submitted with their proposals. Where such errors or omissions are discovered by the County, full instructions will be given by the County in the form of addenda.

**VII. Proposal Validity**

Unless otherwise noted by the Proposer, all Proposals shall be held valid for a period of 180 days.

**VIII. Right of Rejection**

The County reserves the right to: (1) Accept or reject any and all Proposals or any part of any Proposal, and to waive minor defects or technicalities in such; (2) Request clarification of any information contained in a proposal; (3) Solicit new proposals on the same project, or on a modified project, which may include portions of the original RFP as the County may deem necessary; (4) Disregard all non-conforming, non-responsive, or conditional proposals, (5) Reject the response of any Proposer who does not pass the evaluation to the County's satisfaction, (6) Allow for the correction of errors and/or omissions; (7) Select the proposal that will best meet the needs of the County, and (8) Negotiate Lease and terms with the successful Proposer.

**IX. Right of Rejection of Lowest Fee Proposal**

The County is under no obligation to award this project to the Proposer offering the most advantageous financial proposal. Evaluation criteria expressed in this RFP solicitation shall be used in the Proposal evaluation process. In evaluating Proposals, the County may consider the qualifications of the Proposers and whether the Proposals comply with the prescribed requirements. The size and scope of the Project at hand may dictate the degree to which Qualifications-Based Selection processes are utilized.

**X. Non-Compliance**

Proposers and/or Proposals that do not meet the stated requirements for this Project may be considered noncompliant and may be disqualified, unless such noncompliance is waived by the County. During the evaluation process, the County reserves the right to request additional information or clarification from those submitting Proposals, and to allow corrections of errors and/or omissions.

**XI. Determination of Responsiveness and Responsibility**

The County shall have sole authority in determining the responsiveness and responsibility of any and all Proposals. For Proposals containing exceptions to specifications and/or requirements, the County shall have sole authority in determining the extent to which exceptions affect the responsiveness and responsibility of any and all Proposals.

**XII. Obligation to Award**

The County is not obligated to enter into a Lease or Agreement on the basis of any Proposal submitted in response to this RFP. County reserves the right to award multiple agreements for this Project if it is deemed most advantageous to the County.

**XIII. Bidder Reimbursement Prohibition**

The County will not pay for any information herein requested, nor are they liable for any costs incurred by any vendors prior to award of a Lease. The County may require the finalist Proposer(s) to provide on-site presentations and demonstrations of the product(s)/service(s) proposed by the Proposer(s). All costs associated with the demonstrations or follow-up interviews are the sole obligation of the Proposer(s).

**XIV. Gratuity Prohibition**

Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the County for the purpose of influencing consideration of this proposal. Submission of a Proposal indicates Proposer certifies that they have not paid nor have agreed to pay any person, other than a bona fide employee or agent of the Proposer a fee or a brokerage fee resulting from the award of the Lease.

**XV. Contact with County Personnel or Entities**

During the RFP procurement process, Proposal evaluation process and Proposal selection process, the OC Dana Point Harbor Director or Deputy Director shall be the primary point of contact for any and all matters pertaining to this RFP and Project. Proposers shall not contact any County personnel or entities, including the County's contracted project design and construction team, other than the OC Dana Point Harbor Director or Deputy Director DPA for matters regarding this Project until conclusion of the entire procurement process. Unauthorized contact may result in disqualification of Proposals.

## **XVI. Indemnification**

Proposer, at its own expense and without exception, shall indemnify, defend and pay all damages, costs, expenses, including attorney fees, and otherwise hold harmless the County, its employees, and agents, from any liability of any nature or kind in regard to the delivery of these services and this RFP. Submission of a Proposal indicates Proposer waives the right to claims for damages of any nature, whatsoever, based on the Proposal solicitation and/or selection process.

## **XVII. Compliance with All Applicable Laws**

Proposer declares that it shall comply with all licenses, statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted, including, but not limited to, appropriate Lessee licensing and business licensing.

## **XVIII. Subcontractor/Joint Ventures**

The selected Lessee shall be the primary Contractor performing the primary functions of the Lease. If any portion of the Lease is to be performed by a subcontractor, this must be clearly set forth in the Proposal submittal as to what part(s) is/are to be delegated. The County reserves the right to reject any Proposal wherein use of subcontractors significantly affects the ability of the Proposer to function as the primary Contractor on the awarded Lease. The primary Lessee will at all times be responsible for the acts and errors or omissions of its subcontractors or joint participants and persons directly or indirectly employed by them. Acceptance or rejection of a Proposer's request to use subcontractors is at the sole discretion of the County.

## **XIX. County of Orange Child Support Requirements**

In order to comply with the child support enforcement requirements of the County, within ten (10) days of notification of selection of award of Lease but prior to official award of Lease, the selected Proposer agrees to furnish the following to the Assigned Deputy Purchasing Agent or, the Purchasing Agent:

- a. In the case of an individual Lessee, his/her name, date of birth, Social Security number, and residence address;
- b. In the case of a Lessee doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten (10) percent or more in the contracting entity;
- c. A certification that the Lessee has fully complied with all applicable federal and state reporting requirements regarding its employees; and

d. A certification that the Lessee has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure of the Proposer to timely submit the data and/or certifications required may result in the Lease being awarded to another Proposer. In the event a Lease has been executed, failure of the Lessee to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Lease. Failure to cure such breach within sixty (60) calendar days of notice from the County shall constitute grounds for termination of the Lease.

## **XX. Protest Procedures**

Any actual or prospective Proposer or Contractor who alleges a grievance by the solicitation or award of a contract may submit a grievance or protest to the OC Dana Point Harbor Director or Deputy Director.

Procedure:

All protests shall be typed under the protester's letterhead and submitted in accordance with the provisions stated herein. All protests shall include at a minimum the following information:

- The name, address and telephone number of the protester;
- The signature of the protester or the protester's representative;
- The solicitation or contract number;
- A detailed statement of the legal and/or factual grounds for the protest; and
- The form of relief requested.

Protest of Bid/Proposal Specifications:

All protests related to bid or proposal specifications must be submitted to the OC Dana Point Harbor Director or Deputy Director no later than five (5) business days prior to the close of the bid or proposal. Protests received after the five (5) business day deadline will not be considered by the County.

In the event the protest of specifications is denied and the protester wishes to continue in the solicitation process, they must still submit a Proposal prior to the close of the solicitation in accordance with the bid/proposal submittal procedures provided in the Proposal.

#### Protest of Award of Lease:

In protests related to the award of a Lease, the protest must be submitted no later than five (5) business days after the notice of the proposed Lease award is provided by the OC Dana Point Harbor Director or Deputy Director. Protests relating to a proposed Lease award which are received after the five (5) business day deadline will not be considered by the County.

#### Protest Process:

- a) In the event of a timely protest, the County shall not proceed with the solicitation or award of the Lease until the Deputy Purchasing Agent, the County Purchasing Agent or the Procurement Appeals Board renders a decision on the protest.
- b) Upon receipt of a timely protest, the Deputy Purchasing Agent will within ten (10) business days of the receipt of the protest, issue a decision in writing which shall state the reasons for the actions taken.
- c) The County may, after providing written justification to be included in the procurement file, make the determination that an immediate award of the contract Lease is necessary to protect the substantial interests of the County. The award of a Lease shall in no way compromise the protester's right to the protest procedures outlined herein.
- d) If the protester disagrees with the decision of the Deputy Purchasing Agent, the protestor may submit a written notice to the Office of the County Purchasing Agent requesting an appeal to the Procurement Appeals Board, in accordance with the process stated below.

#### Appeal Process:

- a) If the protester wishes to appeal the decision of the Deputy Purchasing Agent, the protester must submit, within three (3) business days from receipt of the Deputy Purchasing Agent's decision, a written appeal to the Office of the County Purchasing Agent.
- b) Within fifteen (15) business days, the County Purchasing Agent will review all materials in connection with the grievance, assess the merits of the protest and provide a written determination that shall contain his or her decision on whether the protest shall be forwarded to the Procurement Appeals Board.
- c) The decision of the County Purchasing Agent on whether to allow the appeal to go forward will be final and there shall be no right to any administrative appeals of this decision.



## **SECTION 2: Project Scope**



# PROJECT SCOPE

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## **Project Summary**

OC Dana Point Harbor (herein referred to as “County”) is seeking qualified and experienced Lessee and operator (herein refer to as “Lessee”) to provide management, repair, improvement and operations for the OC Sailing and Events Center (“Center”) in Dana Point Harbor. The programs offered will consist of fully accessible water based programs, both educational and recreational, for youth and adults, and offered to the general public, including but not necessarily limited to youth camps, sailing lessons, low-cost/scholarship programs (for example entities such as Sea Scouts), Human Powered Craft (HPC) instruction and could include HPC equipment rental, room rental and other programs deemed appropriate for the general public and user groups as described in the Dana Point District Regulations. The Center should be open for operations seven days per week and on most Holidays with the exception of those noted below in Operational Requirements, as more fully outlined in the Lease.

The responsibility will include all operation, improvement and maintenance for the continued use of the facility including general upkeep, repairs as identified for the improved appearance such as paint, window maintenance, roof maintenance, etc. Further improvements may be performed and additional services may be proposed, such as food and beverage concessions, in accordance with the existing District Regulations at the discretion of the Lessee, with approval of the County. By the terms of the Lease all improvements related to the Center will be conveyed to and owned by the Lessee during the term of the Lease and will be the full responsibility of the Lessee for the term of the Lease.

## **Minimum Qualifications**

The following are the minimum qualifications for a Respondent to be considered as an eligible candidate to submit documents or an acknowledgement for the requested services described in this RFP. Respondent must:

1. Provide evidence that they are able to successfully manage facility and operations within the parameters of the Local Coastal Plan for the Harbor. (OCDPH.com)
2. Demonstrate that they have a minimum of five (5) years’ experience successfully managing ocean-related educational and/or recreational programs.
3. Identify and document the existing/on-going licensed business in good standing with the State of California that will operate the Center.
4. Provide indemnification in accordance with the model Lease.
5. Demonstrate experience managing a successful business operation through an agreement similar to Model Lease.
6. Demonstrate the ability to accept full responsibility and provide and maintain all equipment necessary for successful programs as offered.
7. Demonstrate knowledge of methods to review Harbor usage and to provide programs without negatively impacting the general public’s use of Harbor amenities, waterways, and user safety.

### **Operational Requirements:**

1. Respondent(s) must provide evidence of good organization and best management practices, including preservation of water quality.
2. Respondent(s) shall describe any unique approach they can provide the County that will distinguish their firm from other potential firms – this should include operational enhancements to the Center benefitting the public.
3. Provide educational instruction and classes on boating safety, proper usage and handling of vessels and water related activities including but not limited to harbor regulations, State, Federal, and Coastal regulations.
4. Must be able to provide all equipment necessary for all programs.
5. Cooperation with Harbor related activities that may restrict access or operation from time to time, including but not limited to the annual Festival of Whales and other community events as determined by the County.
6. Operational area includes all buildings within the Center as well as shared use of docks located on the west side of the Center. Shared use will be determined at the sole discretion of the County but will not impede successful business operations of the proposer.
7. Staff must assist County in enforcement of rules and regulations in the immediate park and beach areas.
8. Facility must be open 7 days a week.
9. Programs must include non-profit, water-based education that provides sailing, seamanship curriculum on a low cost/scholarship basis, which is consistent with the Tidelands Grant.
10. Facility may close for Thanksgiving and Christmas.

### **Proposal Scope:**

Proposals should include a thorough description of the Lessee's business concept, including any interim business uses (and ancillary uses, if any) floor plans or designs, scope of potential building renovations or modifications, (not a requirement) some of which may require a Coastal Development Permit; details of courses and trainings to be offered to the public; details on the types of uses the facilities will be rented out to support, including proposed rental rates; details about marketing of offerings to the public and to specific interest groups and organizations; a business plan detailing the anticipated management structure, financing plan, and a projected financial pro-forma with any construction costs, operating costs, rent payments, etc. should be included; a proposed schedule and operations identifying non-profit and low cost programs; and background information on the Proposer(s) and relevant experience with similar projects should also be included. Company and personal financials to demonstrate a Lessee's creditworthiness will be requested from Proposers who are finalists in the RFP process, as outlined below. The Proposal shall also contain any requested modifications to the proposed Lease, if any.

### **Proforma Budget**

Proposals shall provide a monthly projected three year proforma budget based on expected revenue and expense.

## **SECTION 3:**

**Exhibit A: Premises Diagram/Site Plan**

**Exhibit B: Proposer Information Form**

**Exhibit C: Proposal Requirements Checklist**

**Exhibit D: Draft Lease** (provided as separate attachment)

# Exhibit A: PREMISES/SITE PLAN



## Exhibit B: PROPOSER INFORMATION FORM

Instructions: Complete the form below and remit as part of your Proposal as Attachment A.

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### PROPOSER INFORMATION

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PROPOSER/FIRM NAME: \_\_\_\_\_

ADDRESS FOR NOTICES: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

MAIN CONTACT (NAME AND TITLE): \_\_\_\_\_

CONTACT NUMBERS: TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

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### FIRM SIGNATURE AUTHORIZATION AND CERTIFICATION

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Per the California Corporate Code, Business and Professions Code, the Proposer's Bylaws/Operating Agreement and/or the attached Board Resolution (if applicable), I/we hereby verify that I/we am/are (an) authorized signatory (ies) for the aforementioned Proposer and as such am/are authorized to sign and bind the Proposer in Lease with the County of Orange.

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#### 1. LEASEOR AUTHORIZED SIGNATORY (IES):

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| SIGNATURE | PRINT NAME | TITLE | DATE |
|-----------|------------|-------|------|
|-----------|------------|-------|------|

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|           |            |       |      |
|-----------|------------|-------|------|
| SIGNATURE | PRINT NAME | TITLE | DATE |
|-----------|------------|-------|------|

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#### 2. SIGNATURE AUTHORIZATION IS PROVIDED IN ACCORDANCE WITH:

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Proposer's Bylaws/ Operating Agreement      Section \_\_\_\_\_       Copy Attached

Board Resolution       Copy Attached

Corporate or Business and Professions Code\*\*

\*\*If Proposer is a corporation, two (2) authorized signatories will be required on all documents submitted, unless specified in the organization's Bylaws or corporate resolution.

**IMPORTANT NOTE:** If the signature authorization status of any individual changes during the term of the Lease, it is the responsibility of the Lessee to contact the County Administrator for the Lessee regarding the change and to complete and submit a new Signature Authorization Form. Incorrect information on file may delay the processing of any of the documents submitted.

## Exhibit C: PROPOSAL REQUIREMENTS CHECKLIST

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Instructions: This checklist is provided as a guide for Proposers to assemble Proposals. As closely as possible, please adhere to the following format and order when assembling proposals. Please note that part of the evaluation criteria takes into consideration the responsiveness of a proposal; proposals missing any required attachments shall be evaluated accordingly. Submittals should follow the same order and sections indicated below:

### PRE-PROPOSAL REQUIREMENTS

#### **REGISTER WITH BIDSYNC.COM**

- All proposers must be registered on BidSync.com in order to submit a proposal, and receive updates on this solicitation, including any Addenda. For technical assistance please contact BidSync Vendor Support (800) 990-9339, option #1.

#### **ATTEND PRE-PROPOSAL SITE INSPECTION (OPTIONAL)**

- Refer to the "Instructions" section of this RFP document (Page 5) for details regarding the Pre-Proposal Site Inspection. Interested parties must email OC Dana Point Harbor, [LSmith@ocdph.com](mailto:LSmith@ocdph.com) to confirm attendance.

#### **CONFIRM THE ISSUANCE OF ANY ADDENDA OR POSTING OF QUESTIONS/ANSWERS**

- Any and all addenda including questions and answers to this RFP shall be posted on the BidSync website at: [www.BidSync.com](http://www.BidSync.com) (RFP- [OCDPH 10-2015](#))

### PART 1: TECHNICAL PROPOSAL SECTION

#### **SECTION A: PROPOSER BACKGROUND**

##### **COVER LETTER**

- A cover letter not to exceed two (2) pages in length shall summarize key elements of the proposal. The cover letter shall be signed by a representative able to submit a formal offer and bid the Proposer to Lessee obligations.

##### **ORGANIZATIONAL INFORMATION**

Identify key personnel from your firm and their qualifications, including specific personnel that would act as the County's primary contact.

#### **SECTION B: PROPOSER EXPERIENCE**

##### **OPERATIONAL EXPERIENCE**

- Provide a narrative describing your experiencing in operating or managing similar type operations.

##### **REFERENCES/RECENT PROJECT HISTORY**

- Provide at least three (3) references for which the County may contact to confirm your experience for optional services included with the proposal not specifically described in this RFP.

### **SECTION C: METHODOLOGY**

#### **PROPOSAL – CONCEPTUAL APPROACH AND BUSINESS PLAN**

- Provide the approach or methodology of your proposed operation of the Center described in this RFP solicitation. Upon reading your proposal, the County’s evaluation panel should have a firm understanding of what your operation entails and what features distinguish your operation from other similar operations. Proposers should also acknowledge the Project Scope and describe how their operation complies with the requirements set forth in the scope.

#### **PROPOSED SERVICES OFFERINGS**

- Provide your conceptual type of uses and day to day operations including proposed price points for the various services.

### **SECTION D: PROPOSAL ATTACHMENTS**

#### **ATTACHMENT A: PROPOSER INFORMATION FORM**

#### **ATTACHMENT B: PROPOSAL REQUIREMENTS CHECKLIST**

#### **OTHER INFORMATION**

- Include any other information you consider to be relevant to the proposal.

## **PART 2: FINANCIAL TERMS PROPOSAL SECTION**

#### **CONCEPTUAL FINANCIAL PROPOSAL**

Provide a Conceptual Financial Proposal for occupation of the Center as described in this RFP solicitation. Proposers may submit multiple Financial Proposals (i.e. varying contributions to construction costs by County, one proposal detailing a flat monthly Lease rate and one proposal suggesting a percentage-based Lease format).

## **SUBMISSION INSTRUCTIONS**

**ELECTRONICALLY VIA WWW. BIDSYNC.COM (TBD) UPLOAD ONE (1) COPY OF THE TECHNICAL PROPOSAL SECTION**

**ELECTRONICALLY VIA WWW. BIDSYNC.COM (TBD) UPLOAD ONE (1) COPY OF THE FINANCIAL TERMS PROPOSAL SECTION**



## Exhibit D: Lease

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(Uploaded as a separate attachment on [www.BidSync.com](http://www.BidSync.com) - OCDPH 10-2015)