

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20040718

1. REQUESTED MOTION:

ACTION REQUESTED: Execute Memorandum of Understanding (MOU) between Lee County and the Florida Fish and Wildlife Conservation Commission (FWC) for completion of a comprehensive recreational boating facility inventory, and approve expenditure of \$100,000 to FWC selected contractor in accordance with Section 4 of the MOU. Funds are available from the Boating Improvement Program.

WHY ACTION IS NECESSARY: The MOU includes a financial commitment by Lee County that must be approved by the Board.

WHAT ACTION ACCOMPLISHES: Provides that Lee County will contribute \$100,000 toward completion of the inventory. The balance of the cost will be paid by FWC. Lee County will be a partner in the FWC study that will be a baseline document for evaluating future boat facility supply and demand.

2. DEPARTMENTAL CATEGORY:

COMMISSION DISTRICT #: C-W **C8C**

3. MEETING DATE:

06-22-2004

4. AGENDA:

5. REQUIREMENT/PURPOSE:

(Specify)

- STATUTE
- ORDINANCE
- ADMIN. CODE
- OTHER

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER
 - B. DEPARTMENT Public Works
 - C. DIVISION Natural Resources
- BY: Roland Ottolini

7. BACKGROUND: At the December 1, 2003 Management and Planning meeting, the Board directed staff to complete a comprehensive water access study. The FWC Office of Boating and Waterways had a similar interest in documenting boat access for the state. We have been able to work with FWC to draft a MOU that would make Lee County the pilot study in the FWC statewide initiative. This is a partnership in the sense that the County has participated in all phases of project development and in discussions about how to solicit bids. The MOU specifies that the County will be included in the selection of the contractor by FWC. The County will contribute the first \$100,000 toward completion of the work by the FWC selected contractor. The FWC was able to leverage federal grant funding to pay for the balance of the costs, estimated at an additional \$300,000.

The work is divided into several phases. The initial phases will be to collect and map very detailed information about all existing facilities. The information will be compiled in a publicly accessible database that will include a GIS mapping component. This assessment of "supply" will be used in additional project phases that evaluate the economic implications of boating access, including an assessment of future demand. This will be an important tool for the County to use as it decides what the level of our boating infrastructure should be to accommodate future access needs, and will help to prioritize capital projects designed to meet those needs.

Funds are available in 20290330104. These are Boating Improvement Program funds collected from boat registration fees.

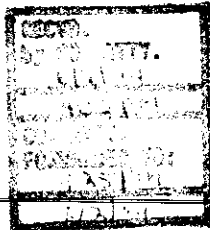
8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
					OA	OM	Risk	GC	
<i>J. Jander</i> 6-2-04	<i>[Signature]</i> 6/2/04	N/A	<i>[Signature]</i> 6/2/04	<i>[Signature]</i> 6/2/04	<i>[Signature]</i> 6/2/04	<i>[Signature]</i> 6/3/04	<i>[Signature]</i> 6/2/04	<i>[Signature]</i> 6/2/04	<i>[Signature]</i> 6-2-04

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER



RECEIVED BY COUNTY ADMIN:	<i>[Signature]</i>
	6-2-04
	4:30
COUNTY ADMIN FORWARDED TO:	<i>[Signature]</i>
	6-3-04
	3 PM



FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

RODNEY BARRETO
Miami

SANDRA T. KAUPE
Palm Beach

H.A. "HERKY" HUFFMAN
Enterprise

DAVID K. MEEHAN
St. Petersburg

JOHN D. ROOD
Jacksonville

RICHARD A. CORBETT
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BRIAN S. YABLONSKI
Tallahassee

KENNETH D. HADDAD, Executive Director
VICTOR J. HELLER, Assistant Executive Director

DIVISION OF LAW ENFORCEMENT
COLONEL JULIE JONES, Director
LT. COLONEL DON HOLWAY, Deputy Director
LT. COLONEL JIM McCALLISTER, Deputy Director
LT. COLONEL MIKE WIWI, Deputy Director
(850)488-6251 TDD (850)488-9542

May 11, 2004

LEE COUNTY DIV. OF
NATURAL RESOURCES

MAY 13 2004

RECEIVED

Mr. Steve Boutelle, Marine Engineering Manager
Lee County Division of Natural Resources
PO Box 398
Ft. Myers, FL 33902

Dear Mr. Boutelle:

Enclosed are three (3) originals of the Memorandum of Understanding (MOU) between the Florida Fish and Wildlife Conservation Commission (Commission) and Lee County to define the obligations of each party in completion of a statewide comprehensive recreational boating facility inventory. Please have the MOU presented to Lee County's Board of County Commissioners for their review and approval with signatures and attestations where indicated. Upon review and approval, please return the originals to me. Upon full execution, an original will be returned to you.

If you have questions or need further information, please contact me at 850/410-0656 Ext. 17260 or e-mail me at Mahmoud.Madkour@dep.state.fl.us or Patricia Harrell at Ext. 17122 or e-mail her at Patricia.Harrell@dep.state.fl.us.

Sincerely,

Mahmoud Madkour, Ph.D., P.E.
Professional Engineer Administrator
Office of Boating and Waterways

MM/ph
Enclosures
cc: Capt. Paul Ouellette

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), made and entered into this ____ day of _____, 2004, by and between LEE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County" and the FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION, hereinafter referred to as the "Commission".

WITNESETH:

WHEREAS, the County, and Commission share an interest in issues that effect the boating community; and

WHEREAS, the County, and Commission recognize that the ability to go boating is dependent upon the ability to access the waterways; and

WHEREAS, the County and Commission endeavor to provide safe and enjoyable boating for the people of Florida and its visitors through the effective and coordinated management of our waterways; and

WHEREAS, the County, and Commission work to formulate the best solutions possible without jeopardizing our natural resources or our freedoms to navigate; and

WHEREAS, the ability to make sound decisions is dependent upon having comprehensive data and analysis; and

WHEREAS, the County, and Commission recognize that completion of a comprehensive recreational boating facility inventory in Lee County (hereinafter the "Project") would allow for proper planning of boating access facilities; and

WHEREAS, it is in the interest of the public health, safety and welfare of the County and the Commission to cooperate in the completion of the Project; and

WHEREAS, the County, and Commission agree to cooperate to complete the Project; and

WHEREAS, Lee County has budgeted non-federal funding to contribute toward a share of the Project costs; and

WHEREAS, the Commission agrees to use available state and federal matching funds to contract for the completion of the Project, and

WHEREAS, it is understood that this Project is a small part of a larger effort by the Commission to complete a similar inventory for the entire State of Florida.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the County, and the Commission agree as follows:

SECTION ONE: PURPOSE AND SCOPE

- A. The purpose of this MOU is to define the obligations of the Commission and the County in completing the Project. All terms and conditions of this MOU will be interpreted in a manner consistent with and in furtherance of the purpose as set forth in this Section.
- B. For the purpose of this MOU, the Project is defined as a comprehensive inventory of Lee County boating access facilities to include both the freshwater, saltwater and brackish environments. These facilities shall include: boat ramps, marinas, dry storage, mooring fields and docks. The inventory shall include GPS location (latitude and longitude) of all facilities, as well as the specific measuring variables identified within the attached Request for Proposal (Exhibit 1). The Project is inclusive of all tasks to complete the work including, but not limited to, soliciting bids, selecting a Contractor to complete the Project, overseeing the

Contractor through Project completion, and providing for payment, accounting and deliverables.

SECTION TWO: OBLIGATIONS OF THE COUNTY

Under the terms of the MOU, the County will:

- A. Review and comment on the Request for Proposal.
- B. Participate with the Commission in the selection of the Contractor.
- C. Where reasonably possible and applicable to Lee County areas, exempt or obtain any necessary County permits that are necessary for the completion of the Project.
- D. Review and comment on draft work products throughout the Project period.
- E. Contribute funding in accordance with Section Four of the MOU.

SECTION THREE: OBLIGATIONS OF THE COMMISSION

Under the terms of this MOU, the Commission will:

- A. In cooperation with the County, complete the Project Scope of Work and issue a Request for Proposals.
- B. Allow the County the opportunity to participate in every aspect of the Project.
- C. Inform the County, in writing, of any change in the Project costs, sources of funding for the Project and use of Project funds during prosecution of work on the Project.
- D. Be responsible for the selection and oversight of the Contractor.
- E. Keep books, records, documents and other evidence pertaining to costs and expenses incurred for the construction to the extent, and in such detail, as will

properly reflect total Project costs. The Commission will make available, at its office at reasonable times, such books, records, documents and other evidence for inspection and audit by authorized County representatives.

- F. Notify the County of the satisfactory completion of the Project, and provide a certification of final Project costs.
- G. Provide the County with final paper and digital copies of the Project deliverables.

SECTION FOUR: COST ALLOCATION

- A. The County will contribute the first \$100,000 from non-federal funding sources.
- B. The Commission will contribute the remaining Project costs up to a maximum of \$300,000.
- C. Any change in the cost allocation shall only be by written amendment to this MOU executed by both parties.
- D. The CONTRACTOR shall submit completed invoices along with a progress report to the Commission. The Commission will certify that the invoices are accurate and in accordance with the terms of this MOU and the approved budget. Certified Invoices shall be forwarded by the Commission to the County no more frequently than monthly and for completed work only for invoices pertaining to the funds contributed as agreed hereto by the County. The County shall remit to the CONTRACTOR within thirty (30) days the entire invoice amount up to the total amount specified in Section Four of this MOU. Thereafter, the Commission will process all invoices in accordance with S. 215.422, Florida Statutes.

E. The Commission's obligation to perform under this MOU is subject to the availability of funds and contingent upon an annual appropriation by the Legislature.

SECTION FIVE: LIABILITY

- A. To only the extent as permitted by Florida Law, in particular, §768.28, F.S., the County shall hold the Commission harmless from and against any and all liability, actions, claims and damages arising after the commencement of the term of this MOU which may be imposed upon or asserted against the Commission by reason of the claim of any person for damage(s) to persons or property occurring as the direct result of the County's negligent acts or omissions as outlined in this MOU. The County shall have the right to contest the validity of any and all such claims and to defend, settle and compromise such claims of any kind or character in the name of the Commission, and as the County may deem appropriate, provided that the expense thereof shall be paid by the County. Notwithstanding the above, the County shall not be liable to in any manner, nor be required to hold the Commission harmless, for any of the Commission's own negligent acts or omissions.
- B. To only the extent as permitted by Florida Law, in particular, §768.28, F.S., the Commission shall hold the County harmless from and against any and all liability, actions, claims and damages arising after the commencement of the term of this MOU which may be imposed upon or asserted against the County by reason of the claim of any person for damage(s) to persons or property occurring as the

direct result of the Commission's negligent acts or omissions as outlined in the MOU. The Commission shall have the right to contest the validity of any and all such claims and to defend, settle and compromise such claims of any kind or character in the name of the County, and as the Commission may deem appropriate, provided that the expense thereof shall be paid by the Commission. Notwithstanding the above, the Commission shall not be liable to in any manner, nor be required to hold the County harmless, for any of the County's own negligent acts or omissions.

- C. The Parties further agree that by execution of this MOU, no Party will be deemed to have waived its statutory defense of sovereign immunity, or increased its limits of liability as provided for in §768.28, Florida Statutes.

SECTION SIX: NOTICES

Notices to the respective Parties will be forwarded, in writing, to the following parties or their written designee(s):

Chairman, Board of County Commissioners
Lee County, Florida
P.O. Box 398
Fort Myers, FL 33902

Boating Access Coordinator
Florida Fish and Wildlife Conservation Commission
Office of Boating and Waterways
620 South Meridian Street
Tallahassee, FL 32399-1600

SECTION SEVEN: PUBLIC ACCESS TO RECORDS

The County and Commission acknowledge that all documents regarding the Project, as well as all of the documents, papers, letters or other material prepared and completed,

made or received in conjunction with this MOU, are subject to the public records provisions of Florida Statutes and shall be maintained and made available to the public.

SECTION EIGHT: TERM

The term of the MOU will be for one (1) year from the date of execution, subject to the cancellation provisions as hereinafter enumerated, or upon full performance by the Parties hereto with respect to the terms, conditions, requirements and mutual obligations herein, whichever first occurs. Provided, however, that this MOU may be extended thereafter in writing pursuant to terms and conditions mutually agreeable to the Parties.

SECTION NINE: CANCELLATION OF THE MOU

Either Party may cancel this MOU at any time. Any costs incurred with this Project prior to a cancellation after a Contractor has been selected will be borne by the Party canceling the project. The Party canceling the project must give by certified mail sixty (60) days written notice of its intention to cancel the Project.

SECTION TEN: RECORD KEEPING REQUIREMENTS

The County and the Commission shall maintain accurate books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this MOU, in accordance with generally accepted accounting principles. The County and the Commission shall allow each other, the State, or other authorized representatives, access to periodically inspect, review or audit such documents as books, vouchers, records, reports, canceled checks and any and all similar material. Such audit may include examination and review of the

source and application of all funds whether from the state, local or federal government, private sources or otherwise. These records shall be maintained for five (5) years following the close of this MOU.

SECTION ELEVEN: AMENDMENTS

This MOU may only be amended in writing duly executed by the Commission and the County.

SECTION TWELVE: NON-DISCRIMINATION

No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this MOU.

SECTION THIRTEEN: SEVERABILITY AND CHOICE OF VENUE

This MOU has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this MOU shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this MOU shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this MOU. Any action in connection herewith, in law or equity, shall be brought in Leon County, Florida.

SECTION FOURTEEN: NO THIRD PARTY RIGHTS

The parties hereto do not intend nor shall this MOU be construed to grant any rights, privileges or interest to any third party.

SECTION FIFTEEN: JURY TRIAL WAIVER

As consideration of this MOU, the parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this MOU.

SECTION SIXTEEN: PROHIBITION OF DISCRIMINATORY VENDORS

In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

SECTION SEVENTEEN: ENTIRE AGREEMENT

This MOU with all incorporated attachments and exhibits represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of the MOU shall only be valid when they have been reduced to writing, and duly signed by each of the parties hereto, unless otherwise provided herein.

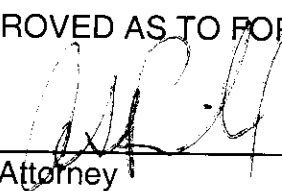
IN WITNESS WHEREOF, the Commission and the County have executed this MOU on the day, month, and year first written above.

FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION

By: _____
Executive Director or designee

Date: _____

APPROVED AS TO FORM:

By:  _____
Attorney

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Clerk

By: _____
Chairman

Date: _____

By: _____
Deputy Clerk

APPROVED AS TO FORM:

By: _____
Office of the County Attorney

List of attachments included as part of this MOU:

Exhibit 1: Request for Proposal



**FLORIDA FISH AND WILDLIFE CONSERVATION
COMMISSION**

DRAFT

**PHASES I & II
REQUEST FOR PROPOSAL
NUMBER FWC
BOATING ACCESS FACILITIES INVENTORY PROJECT**

MAIL PROPOSALS TO:

Ms. Barbie Levins, Purchasing Director
620 South Meridian Street
Tallahassee, Florida 32399-1600
Telephone: (850) 488-3428
FAX (850) 921-2500

SUBMIT QUESTIONS TO:

Proposal Contact

Division of Law Enforcement
Office of Boating and Waterways
620 South Meridian Street
Tallahassee, Florida 32399-1600

Mahmoud Madkour, Ph.D., P.E., Professional Engineer Administrator
Telephone: (850) 488-5531 FAX: (850) 921-1750
E-mail: mahmoud.madkour@fwc.state.fl.us

OR

Capt. Paul R. Ouellette
Telephone: (850) 410-0656 ext. 17153 FAX: (850) 488-9284
E-mail: paul.ouellette@fwc.state.fl.us

Introduction

The Florida Fish and Wildlife Conservation Commission (FWC), *Division of Law Enforcement, Office of Boating and Waterways*, herein after called “Commission”, is seeking sealed proposals to provide a comprehensive statewide recreational boating facilities inventory for the State of Florida (**inclusive of the entire universe of recreational boating access facilities**). The inventory will include **all counties** of the state (coastal and inland) and includes **saltwater, freshwater and brackish** boating access. While there are databases (some from the government sector and some from the private sector) that identify this type of recreational boating access facilities inventory, the general consensus is that a comprehensive statewide recreational boating inventory, accessible by the public and private sectors, available within a unilateral database application, does not exist. Additionally, the Commission, in order to properly plan for boating access facilities for the state requires knowledge of these facilities consistent with a statewide comprehensive inventory.

The recreational boating access facilities inventory is Phase I of a multiphase project. The second phase (Phase II) of the project is designed to MAP existing recreational boating access facilities using data from Phase I consistent with GIS applications. The third phase (Phase III) of the project is designed to provide an estimation of the present and projected demand (through 2020) and supply of recreational boating facilities statewide (utilizing a peak demand model), develop use profiles of current facilities, project where future boaters will come from and what facilities they will use, identify what capital costs will be necessary to meet future access demand and determine on-the-water boater destinations. The final phase of the project (Phase IV) is designed to develop a prioritization scheme for the placement of new boating access facilities or the rebuilding of existing boating access facility infrastructure. Phase IV will include economic considerations within the decision model including economic impact and economic value considerations.

Purpose of the Proposed Project

The purpose of the proposed project (**Phase I**) is to provide a statewide comprehensive boating access facilities inventory that is inclusive of the entire universe of boating access facilities statewide. The inventory shall include saltwater, freshwater and brackish environments. These facilities that are defined herein in the Definitions Section shall include:

Marinas
Dry Storage
Mooring Fields
Boat Ramps
Docks

The information secured from the inventory shall be placed in a computer database and be made available for electronic access by the government, public and interested parties.

Background

It is currently estimated that there are upwards of 8,000 boat ramps within the state (Florida Department of Environmental Protection, 2000). However, *exact figures are unknown*. Many ramps are unavailable for public use and limited to their owners or members of private marinas boat and yacht clubs. Within the public arena, there are an estimated 1,300 ramps statewide operated by public agencies for public use (Florida Marine Research Institute, 2000).

While the population of Florida is more concentrated along the southeast coast and what is commonly referred to as the I-4 corridor (the area of central Florida located along U.S. Interstate 4), the pattern of boat ownership and location of ramps is somewhat different. Recreational boat ownership per capita in the northern part of the state is nearly twice that of either central or southern Florida. This comes in spite of the more numerous waterways and abundance of lakes in central Florida and the easy saltwater access of the Florida Keys. Yet, the known distribution of public ramps is fairly uniform between the northern and central regions of Florida, with the southern region containing less than a quarter of the state's ramps. This may be due in part to the large number of private marinas and yacht clubs in southern Florida, particularly in Dade, Broward and Palm Beach counties (Assessing the Economic Value and Impact of Florida's Public Piers and Boat Ramps, Florida Fish and Wildlife Conservation Commission, 2001).

The Florida Department of Environmental Protection (DEP) lists 994 marinas located throughout the state. DEP is currently surveying marinas to update the list.

Scope of Work Phase I

The Commission is seeking proposals from contractors that can provide labor and equipment to conduct a comprehensive recreational boating facilities inventory for the State of Florida. The following facilities shall be included in the inventory: marinas, dry storage, mooring fields, boat ramps and docks. This inventory shall include all counties of the state (inland and coastal) and shall include both saltwater, brackish water and freshwater environments. A prime responsibility of the contractor (for Phase I) will be to ascertain an accurate count of these facilities statewide and provide an accurate latitude and longitude GPS location as defined of these facilities in the freshwater, saltwater and brackish environments. The contractor will supply complete metadata consistent with the Federal Geographic Data Committee's (FGDC) Content Standard for Digital Geospatial Metadata. The Contractor will also provide a method for the dynamic maintenance and upkeep of the developed inventory data set. Additionally, SPECIFIC MEASURING VARIABLES for boating access facilities ARE TO BE IDENTIFIED WITHIN THE INVENTORY. These variables include the following:

Specific Measuring Variables

BOAT RAMPS

1. Facility Name
2. Address, zip code, county
3. Private/Public, Commercial/Government
4. Freshwater/Saltwater/Brackish
5. GIS Location (latitude and longitude)

6. Fees
7. # OF Boat and Trailer Parking Spaces
8. Lane Width
9. Number of Lanes
10. Ramp Surface
11. Ramp Slope
12. Mean High Water
13. Mean Low Water
14. Ramp Finish
15. # Of Boarding Docks
16. Length of Fixed Dock
17. Width of Fixed Dock
18. Length of Gangway
19. Width of Gangway
20. Length of Floating Dock
21. Width of Floating Dock
22. # of Standard Parking Spaces
23. # of Handicapped Parking Spaces
24. Parking Surface (asphalt, concrete, grass or primitive)
25. Site Limitations (crossing power lines, poor access roads, shallow or narrow channel)
26. Bathrooms (running water or Port a Let)

MARINAS:

1. Site Limitations (poor access roads, crossing power lines), shallow or narrow channels
2. Parking Surface (asphalt, concrete, grass or primitive)
3. # of Parking Spaces
4. # of Handicapped Parking Spaces
5. Repairs (mechanical, electrical, fiberglass, woodworking, sails, canvas)
6. Haul out (capacity in tons of feet)
7. Amenities (Swimming Pool, Whirlpool, Rec. Area, Grills, Picnic Tables, Showers, Laundry Room)
8. Bathroom (running water or Port a Let)
9. Pump Out (Capacity)
10. Fuel (Gas/Diesel)
11. Hookups – Water, Cable, TV, High Speed Internet
12. Power – Amperage
13. Maximum LOA
14. Dock Surface (Concrete, Wood, Plastic, Aluminum)
15. Minimum Depth at Dock
16. Slip Width
17. # of Slips
18. Accept Credit Cards
19. Take Reservations
20. Docking Fees
21. Contact Person on Site
22. Monitor VHF/Other
23. Web Site Availability
24. Is there a marked navigational channel
25. Security provided exclusively to entity (Private Security Company)
26. Clean Vessel Program Participant
27. Convenience (ship store, ice, food and beverage (restaurant))
28. GIS Location
29. Name of Marina

30. Freshwater/Saltwater/Brackish
31. Public/Commercial/Private/Government
32. Address, Zip code, County
33. Telephone Number
34. Contact Person
35. Average Capacity Over last Three Years
36. Waiting List – If yes How Many On Waiting List
37. Dry Storage Capacity

ANCHORAGE/MOORING FIELDS

1. Is the Anchorage/Mooring Field Permitted?
2. Is the ship –to-shore shuttle provided by the controlling entity?
3. What are the FEES?
4. Pump Out Access as part of the Anchorage/Mooring Field
5. Floating (Honey Bridge) or Land Based?
6. Clean Vessel Program Participant.
7. Convenience (ship store, ice, food and beverage (restaurant)
8. Parking Surface (Asphalt, Concrete, Grass, or Primitive)
9. # of Parking Spaces for Vehicles
- 10.# of handicapped Parking Spaces
- 11.Boat Repairs (mechanical, electrical, fiberglass, woodworking, sails, canvas)
- 12.Amenities (Swimming Pool, Whirlpool, Rec. Area, Grills, Picnic Tables, Showers, Laundry Room)
- 13.Bathroom (running water or Port a Let)
- 14.Fuel Gas/Diesel
- 15.Maximum/Minimum Length of vessel (if applicable)
- 16.Minimum Depth at mooring field
- 17.# of Mooring Buoys
- 18.Maximum Capacity of Anchorage/Mooring Field
- 19.Accept Credit Cards
- 20.Security provided exclusively for entity (private Security Company)
21. Take Reservations
22. GIS location
- 23.Name of Anchorage/Mooring Field
- 24.Freshwater/Saltwater/Brackish
- 25.Public/Private
- 26.Address, Zip Code, County
- 27.telephone Number
- 28.Contact Person
- 29.Contact person on site
- 30.Monitor VHF/other
- 31.Average capacity over last three (3) years
- 32.Waiting List – If YES How many on waiting list?
33. Is this a “Special Anchorage”
34. Is there a marked navigational channel to/from Anchorage/Mooring Field

Objectives:

1. Develop a comprehensive inventory of Florida’s boating access facilities to include both the freshwater, saltwater and brackish environments. These facilities shall include: boat ramps, marinas, dry storage, mooring fields and docks.
2. The inventory shall include GPS location (latitude and longitude) of boat ramps and marinas.

3. The inventory shall be inclusive of all SPECIFIC MEASURING VARIABLES identified within the Scope of Work of this Request for Proposal.

Intended Outcomes of Project

The intended outcome of **Phase I** is meant to address the following questions **and concerns**:

Boat Ramps

1. What is the total number of boat ramps and boat lanes in Florida?
2. How many boat ramps and lanes are for public access?
3. How many boat ramps and lanes are for private access?
4. How many boat ramps and lanes are private but offer public access (commercial).
5. GPS location and database listing by saltwater, freshwater and brackish category. Includes number of ramps and lanes in each category.
6. Where are boat ramps located by county (GPS location)?
7. PLUS Specific Measuring Variables for each boat ramp.

Marinas

35. What is the total number of Marinas in Florida?
36. Where are marinas located (by county GPS location)
37. What is the total dry storage capacity for marinas in Florida and by county?
38. What is the total number of wet slips for marinas in Florida and by county?
39. GPS location and database listing by freshwater, saltwater and brackish category.
40. PLUS Specific Measuring Variables for each marina.

Anchorage

1. What is the total number of anchorages in Florida and by county?
2. Where are the anchorages located by GPS location (latitude and longitude)
3. GPS location and database listing by freshwater, saltwater and brackish category.

Mooring Fields

1. What is the total number of mooring fields in Florida and by county?
2. Where are the mooring fields located by GPS location (latitude and longitude)?
3. GPS location and database listing by freshwater, saltwater and brackish category

Docks:

1. What is the total number of docks in Florida and by county?
2. Where are the docks located by GPS location (latitude and longitude)?

Definitions:

Anchorage - An area set apart for anchored vessels in a harbor.

Boat Ramp - A graded and surfaced slope consisting of one or more launching lanes constructed of concrete, timber, or asphalt, which is extending from the shoreline into the body of water and partially above and below the water surface. It is designed to accommodate launching or retrieving a boat from or to a trailer.

Brackish Water Facility – A facility located in a body of water influenced by tidal fluctuations and ultimately accesses one of the major saltwater bodies of water such as the Intercoastal Waterway, Atlantic Ocean or Gulf of Mexico. Additional designation to brackishwater facility will be the distance to and name of the major saltwater body of water it accesses.

Dock – A dock means a fixed or floating structure , including access walkways, terminal platforms, catwalks, mooring pilings, lifts, davits and other associated water-dependent structures used for mooring and accessing vessels.

Dry Storage – a boat storage or parking space, whether covered or uncovered, at a marina or other place where boats are moored for the purpose of storing boats on land between use and includes provisions to transfer to and from the water by mechanical means upon request. A facility located within a freshwater environment such as a lake, river, channel, canal or lagoon with direct access to predominately freshwater areas.

GPS Format – GPS internal settings are WGS 84, Latitude/Longitude, Wide Area Augmentation System (WAAS) real time differential correction. The U.S. Coast Guard Beacon System is acceptable for correction. Contractor must maintain digital custody of the data. Data created by the GPS unit must be stored and downloaded, maintaining its digital format. No manual transcription.

For use in GIS, points must have a detailed naming convention and unique identifier. We request these export settings from GPS: ESRI shapefile in documented projection (c.g., State Plane, UTM, Albers) and specified units (meters, feet, geographic).

Marina – “**Marina**” means a licensed commercial facility which provides secured public moorings or dry storage for vessels on a leased basis.

Mooring Fields - An area containing an organized array of fixed point moorings and that is set aside for the mooring of vessels, within which the anchoring of vessels, as distinguished from the attachment to the fixed point moorings, is discouraged or prohibited.

Saltwater Facility - A facility located in a marine environment such as a bay, channel, canal or harbor with direct access to the Intercoastal Waterway, Atlantic Ocean or Gulf of Mexico.

CALENDAR OF EVENTS:

Listed below are important actions and dates for the actions to be taken and completed. If the Commission finds it necessary to change any of these dates and times, it shall be accomplished by addendum.

Release of RFP	TBA
Last day for submittal of Written Questions	
Clarifications/Request for Changes to the RFP (mail or fax)	TBA
Response to Questions/Clarifications Requests (Mailed in Addendum from Commission's Purchasing Office)	TBA
PROPOSAL DUE	TBA
Contract Execution (estimated)	TBA

Proposal

The proposal shall include a detailed plan for implementing and administering Phase I of the project described herein to examine and identify Florida's recreational boating access facilities and develop a comprehensive inventory. The proposal must describe, in detail the method or methods used to achieve the stated **Objectives** and **Intended outcome** of **Phase I** of the project as stated herein.

Each proposal must include a PROJECT PLAN. The project plan must include a Schedule of **Deliverables** that specifies:

1. Deliverables with the an outline of the specific work to be done based on the requirements herein
2. Proposed dates for submission of each deliverable Methods and standards to be employed
3. Costs of each deliverable

The Proposer must develop task and management plans and a fee schedule to explain in detail how the project plan (for Phase I) for implementing and administering a program to assess Florida's recreational boating access facilities will be implemented. The Proposer must also demonstrate experience and understanding with similar or like projects. Documentation substantiating the types of experience must be submitted as part of the proposal package.

Period of the project shall not exceed beyond December 1, 2005.

The Commission will require the contractor to submit a progress report no less than a monthly basis clearly detailing the percentage work completed on each deliverable. Contractor will have the option of payment based on the percentage of work completed or upon completion of each deliverable.

The Contractor shall perform all administrative functions associated with Phase I of the project.

The Contractor shall be responsible for expenses, costs and liability resulting from Phase I of the project. Payment to project participants and subcontractors secured by the Contractor will be the sole responsibility of the Contractor. The Contractor shall not hold the Commission responsible for any liability incurred as part of Phase I of the project

PROPOSAL OPENING LOCATION

The public opening of this RFP will be conducted as specified in the Calendar of Events at the Florida Fish and Wildlife Conservation Commission (FWC) Purchasing Office, Room 364, 620 South Meridian Street, Tallahassee, Florida. RFP'S RECEIVED AFTER THE DUE DATE AND TIME SPECIFIED IN THE CALENDAR OF EVENTS WILL BE REJECTED.

PROPOSAL SUBMISSIONS

The Proposer shall submit an original and five (5) copies of the proposal. All proposals must be submitted by the "PROPOSAL DUE DATE" as stated in the Calendar of Events in a sealed envelope marked "FLORIDA BOATING ACCESS FACILITIES INVENTORY, PHASE I. RFP No.-----". All RFP copies shall be submitted in a SEALED ENVELOPE addressed to the Florida Fish and Wildlife Conservation Commission, Room 364, South Meridian Street, Tallahassee, Florida 32399-1600.

THE COMMISSION IS NOT RESPONSIBLE FOR OPENING ANY ENVELOPES THAT ARE NOT PROPERLY MARKED.

NOTE: The Commission shall not be responsible for the U.S. mail or other couriers regarding mail being delivered by the specific date and time so that a proposal may be considered. Proposal received after the opening date and time shall be returned to the vendor. The Commission does not accept faxed or electronically mailed proposals, and if a faxed or electronically mailed proposal is received, it will be AUTOMATICALLY REJECTED AS A NON-RESPONSE.

The Commission reserves the right to reject any and all proposals which fail to respond to any of the categories listed in the Proposal Format of this Request for Proposal (RFP) or which fail to meet the other mandatory requirements or contractual requirements stated in this RFP.

The Commission also reserves the right to waive minor irregularities in proposals, providing such action is in the best interest of the state. Minor irregularities are defined as those that have no adverse effect on the state's interest and shall not affect the outcome of the selection process by giving any one Proposer an advantage or benefit not enjoyed by other Proposers. The Commission also reserves the right to reject all proposals

EVALUATION OF PROPOSALS

A committee of at least three representatives of the Commission or interested parties shall evaluate the proposals. Composition of the evaluation committee is the sole responsibility of the

Commission. A committee of at least three representatives of the Commission or interested parties shall

PROPOSAL CRITERIA/FORMAT

The following is the proposal format to be submitted to the Commission, Purchasing Office. The Proposal may be considered non-responsive and rejected if the format is not as specified. The **original and 5 (five) copies** of each proposal shall be submitted in the following format. Up to 100 points shall be awarded based on the categories listed below.

1. **Task Plan – Total Value - 20 Points**
The proposal must include a work schedule of tasks using the proposed/estimated execution date as a starting point. Describe in detail each task required to complete your project plan, including the desired results, methods, work to be performed and time frames for accomplishing each task.
2. **Management Plan – Total Value – 15 Points**
Explain your task plan. The proposal must include a basic management approach and an identification of the resources to be used to efficiently and successfully administer and coordinate the scope of work, goals and objectives and intended outcomes of this project as articulated in this RFP
3. **Fee Schedule – Total Value – 15 Points**
The proposal must include a schedule of deliverables and related payments based on the work schedule. The schedule must specify the time frame and amount of compensation to be provided for each deliverable. A maximum of 15 points will be awarded for the appropriateness and reliability of the proposed schedule
4. **Prior Experience and Understanding – Total Value – 25 Points**
Describe your qualifications and demonstrate your ability to implement and administer the Florida Recreational Boating Access Inventory Project (Phase I). Demonstrate your understanding of the tasks associated with GPS applications and Scope of Work requirements and the Intended Outcomes of the Project for Phase I as articulated in this RFP. The Proposer must provide reference names, addresses, and telephone numbers of clients for whom they have performed similar or like projects. Commission emphasis will be placed on the Proposer's experience with an understanding of recreational boating access inventory issues. Consideration shall be given to the extent and type of experience referenced and references provided.
5. **Approach (Methods) – Total Value – 25 Points**
The approach used may utilize any combination of methods. These may include, mailed surveys, interviews, data mining, field inventory analysis, etc., the principal goal of which is to successfully achieve the requirements established under the Scope of Work and the Intended Outcomes of the Project as articulated in this RFP.

POSTING OF PROPOSAL TABULATION

A Bid Tabulation will be provided upon receipt of a written request and a self-addressed stamped envelope or the Agency Decision may be viewed at the following site:

http://fcn.state.fl.us/owa_vbs/owa/vbs_www.main_menu.

Any Contractor who desires to protest the recommended award must file a notice of protest with the Purchasing Section, Florida Fish and Wildlife Conservation Commission, 620 South Meridian Street, Room 364, Tallahassee, Florida 32399-1600, within the time prescribed in Section 120.53(5), Florida Statutes. Failure to file a protest within the time prescribed will constitute a waiver of proceedings under Chapter 120, F.S.

By Commission policy, a bid or RFP is considered "CLOSED" (or SEALED) and no information will be provided by telephone or in person until it is opened and awarded OR ten (10) days following the opening date, beginning count the day after the opening, which ever comes first. See 60A-1.002(13) Administrative Code, and 120.57 (3)(a) F.S.

The Commission reserves the right to reject any and all proposals and to waive any minor irregularities or technicalities in an otherwise valid bid/proposal.