**CITY OF DETROIT**

**OFFICE OF CONTRACTING AND PROCUREMENT**

**REQUEST FOR QUALIFICATIONS**

**RFQQ NO. 183554**  
**Operations Management Service and Rehabilitation for Municipal Marinas**

**Detroit Municipal Marinas:**

1. **Erma Henderson Marina**
2. **Riverside Marina**
3. **St. Jean Boat Launch**

**Section 1. Project Summary and Background**

## PROJECT REQUEST

The City of Detroit Office of Contracting and Procurement (OCP) is seeking qualified contractors with experience in rehabilitation, operations, maintenance, and management of waterfront facilities to submit proposals to rehabilitate, operate and maintain Erma Henderson Marina, Riverside Marina (also formerly known as Harbor Hill Marina) and St. Jean boat launch, in the City of Detroit.

## 

## BACKGROUND/DESCRIPTION OF ENVIRONMENT

Erma Henderson Marina:

Erma Henderson Marina is City of Detroit owned marina on the Detroit river. The marina is located at 8800 East Jefferson Avenue, Detroit Michigan 48214.

Originally named Memorial Park, the park and marina were built in the early part of the 20th century. A few of the park’s original features included a hollow whale play structure, swing set, basketball court, sculpture, and a 15-acre marina. The park and marina were renamed sometime after 1982 after Erma Henderson, the first African American woman elected to the Detroit City Council (1972) and council president for twelve years (1977-1989).

Today, Erma Henderson Marina is a 247-slip marina located in the Gold Coast neighborhood only a mile from the McArthur Bridge that leads to Belle Isle.

Erma Henderson Marina underwent a $6 million renovation project in 2000 to upgrade the facility to a more modern marina. The marina was fully operational until 2019, when the marina was closed due to high-water levels which compromised the electrical distribution system.

Riverside Marina and St. Jean Boat Launch:

Riverside Marina and St. Jean Boat Launch are City of Detroit owned properties on the Detroit river. Both sites provide access to the upper Detroit River and Lake St. Clair. Riverside Marina was originally built in the late 80’s and provides full amenities including a clubhouse, pool and occasional food and beverage offerings. The St. Jean Boat Launch is the only publicly held boat launch within a five-mile radius of Downtown Detroit. Based on a public survey conducted by the MDNR[[1]](#footnote-2) in 2019 it is the most used facility accessing the Detroit River.

Riverside Marina was built in the late 1980s and was the vision of businessman Porterfield Wilson, a prominent car dealer, and former Detroit Mayor Coleman A. Young. Their vision included a residential building (which was never built) overlooking a new marina.

Currently, Riverside Marina is a 389-slip marina with 226 operational docks. St. Jean Boat Launch provides 6 boat ramps that are publicly accessible for a fee.

In 2022, The General Services Department, completed the East Riverfront Asset Study[[2]](#footnote-3) (ERAS). The study inventoried existing conditions at the marina, gathered initial community feedback and provides a conceptual vision, as well as recommendations and best practices.

**SECTION 2. STATEMENT OF WORK**

The following scope of work describes general needs at all three sites. Operator is expected to understand the needs of each site and provide qualifications to perform the services outlined below.

* 1. **SERVICES TO BE PERFORMED**

Selected Operator will assume sole responsibility for the improvements and daily operations of the contracted site(s) and at minimum, be responsible for the following tasks:

1. **Rehabilitation and Capital Improvements**
2. Develop a Capital Improvement Plan (CIP) for each property outlining estimated costs for repairs, construction timeline and potential funding sources.
3. CIPs will be coordinated and reviewed with the City’s Capital Projects Division and will require approval from the Director of the General Services Department.
4. At minimum, operators will be required to complete the recommendations for rehabilitation and capital improvements provided by the East Riverfront Asset Study in 2022.
5. The operator will be responsible for all the costs for improvements, including but not limited to engineering, testing, permitting and construction costs.
6. The cost for rehabilitation and improvements may be considered as part of the annual fee payment to the City. A fee schedule will be negotiated at the time of the contract based on the rehabilitation and capital improvement approach submission.
7. Coordinated Capital Improvement Plan – Accountability? / Milestones? / Performance?
8. **Marina(s) and Boat Launch Operations and Management**
   1. Develop a comprehensive operation plan for managing and maintaining the site.   
      The plan must ensure a safe and enjoyable recreational facility for boaters and potentially non-motorized vessels, in a cost-effective manner. Operations at the site shall be consistent with the goals set forth by the City of Detroit, aligned with the vision for the East Riverfront and maintain the marina consistent with existing and future marina operations that compete effectively in prevailing market conditions.
   2. Provide facility management to the marina and/or boat launch including, but not limited to, rental of vessel slips, dry boat storage, docks and other facilities.
   3. Provide and maintain necessary equipment to perform marina operations which include but are not limited to transporting vessels for winter storage (where applicable) and/or summer slip rentals.
   4. Maintain all records and reports that pertain to the management operation of the site including, but not limited to:
      * Wet slip tenants
      * Vessel storage tenants
      * Security activities
      * Operational issues
      * Financial and management records
      * Maintenance records
      * Transient slips/ subleases and interim rentals
      * Collection of rents, deposits, and any other related fees
      * Environmental and regulatory fees and permits.

These records and reports shall be made available to the City upon request at any time during the term of the Agreement.

* 1. Maintain copies of, or have ready access to the latest federal, state and local laws and/or regulations applicable to marina and boating activities. The contracted operator shall ensure compliance with all such laws and regulations.
  2. Ensure all vessels, vehicles and equipment berthed and/or stored within the property are currently registered with the pertinent regulatory agency, it is properly documented and insured. Any vehicles, vessels and equipment that do not meet the above criteria shall be auctioned and follow City procedures. The operator shall request copies of each vessel’s current registration and proof of insurance when preparing new and/or renewed winter storage and summer slip rental contracts. Such records shall be maintained by the Designated Operator and submitted to the City of Detroit annually or upon request.
  3. Develop, administer, and ensure compliance with wet slip and dry storage assignment contracts to be entered into by the Operator with each marina tenant. Such contracts shall be reviewed and approved by the City of Detroit annually. The City of Detroit reserves the right to amend these contracts at any time.
  4. Prepare a set of Marina rules and regulations subject to review and approval, within sixty (60) days of execution of the contract. Rules and regulations shall be visibly displayed at the Marina’s entrance and distributed to all Marina tenants. These rules shall be modified or amended as required by the City of Detroit or other federal, state and local laws and regulations.
  5. Prepare a written request to the City of Detroit for any operations the contractor wants to conduct that are outside of its normal marina activities as specified in the contract. All requests must be submitted at least (30) days prior to any suggested Designated Operator activity.
  6. Prepare a written request to the City of Detroit for review and approval, prior to engaging subcontractors for operations at the marina. Sub-contractors are expected to meet the same conditions as the prime operator.
  7. The Operator shall be responsible for all of its employees’ and agents’ wages. Benefits, insurance, and taxes in accordance with City of Detroit policies and procedures.
  8. The Operator shall be responsible for the cost of training and licensing staff required to conduct Marina operations.

Other Services, Sale or Distribution of Products

* 1. The Operator shall be responsible for managing services rendered at the fuel station, general store and repair shop located at Riverside Marina. A sub-agreement will be required with the sub-contractors of those locations and monitored as part of this contract agreement.
  2. Services not outlined as part of this scope of work will require written approval by the City.

1. **Marina(s) and Boat Launch Maintenance**Selected contractor(s) will be solely responsible for all the maintenance requirements for each property.

General Maintenance Duties

* 1. Provide an annual inspection and maintenance schedule to prevent deterioration of facilities and equipment. Severe damages or deficiencies shall be documented in detailed and notify the City immediately.
  2. Perform monthly scheduled inspections and accurately document conditions as required or at the request of the City.
  3. Maintain Marina facilities and equipment including, but not limited to the following:
     1. All docks/fingers and gangways
     2. Interior/exterior of all buildings
     3. Boat hoists
     4. Boater restrooms and showers
     5. Utility services
     6. Storage facilities
     7. Fencing, gates, and locks
     8. Lighting systems
     9. Parking, gates, and access road areas
     10. Dry storage areas
  4. Groom and maintain the Marina landscape and water areas, including, but not limited to the following:
     + 1. Marina parking lots, access roads, and lawn areas
       2. Ensure that harbor waters are kept free of debris and obstructions.
       3. De-icing of water near piles and snow removal
  5. Provide custodial/janitorial services to all Marina facilities. The Designated Operator shall ensure facilities are maintained in a clean and sanitary condition at all times. This includes coordination for maintenance and cleanup of all temporary bathroom facilities.
  6. Repair, replace, rebuild, and paint all or any part of the premises as needed or directed by the City.
* The Operator shall submit a written request to the City for any proposed modification to the interior, exterior, or any surrounding areas on the Premises that is above $20,000 in construction cost.
* For major capital improvements, the operator is expected to follow the capital improvement plan for each facility.

1. Repair all damage to the property resulting from vandalism or other destructive acts. All such damage shall be immediately reported to the City.

Utilities

1. The Designated Operator shall be responsible for all utility costs including, but not limited to, electricity, fuel oil and gasoline, natural gasoline, water, drainage and sewer services, and any other utility or service as required by Marina operations.
2. The Designated Operator shall be responsible for the cost of storage, removal and disposal of all refuse and garbage generated from the Marina operations. Disposal of all refuse left by patrons on the premises is the sole responsibility of the Operator.

Security

1. Provide all necessary security measures to protect patrons, guests, employees, and all other individuals from any disturbance or other occurrence that may be attributable to the Marina operations.
2. Monitor and maintain access to key-locked facilities and repair/replace locks as required. Copies of all keys shall be provided to the City.
3. Provide all necessary security measures to protect the assets and operations of the marinas, as well as the safety of all prospective vendors.
4. All security breaches shall be immediately reported to the City in writing.

Signage

1. All written requests for signage installation shall be submitted to the City for review and acceptance at least thirty (30) days prior to any suggested changes.
2. The City reserves the right to erect, remove, or change signs at the exterior of the property as it deems necessary and desirable for the convenience of the public. No exterior signs shall be erected or removed or changed by the Operator without prior written approval of the City.
   1. **ACCOUNTING AND REPORTING**
   2. The Operator shall keep books and records of account in accordance with generally accepted accounting principles and procedures.
   3. The Operator shall submit monthly revenue and expense statements to the City and maintain books and records in accordance with generally accepted accounting principles. The City reserves the right to audit all sales records. The Operator must retain all such records and provide those records to the City upon its request.
   4. The Operator will provide a yearly, independent audit, at the sole expense of the Operator.
   5. The Operator shall submit a written request to the City for any proposed rate increases and changes. All requests must be submitted to the City for approval, at least thirty (30) days prior to any suggested changes.
   6. Gross receipts shall mean the total amount received by or accruing to, the Operator, its agents, employees, and contractors by reason of the privileges granted under this Agreement, from any and all sales for cash or credit, for consumption, or use on or off the Premises of any goods or services as outlined in the agreement and approved by the City. Only the following may be excluded or deducted from the gross receipts for the purpose of computing the reports and payments due the City:
      * + excise, sales or other taxes which are imposed upon the sale of goods or services, and which are collected by the Operator. This exclusion from gross receipts is not intended to apply to any franchise fees or taxes, capital gains taxes, income or similar taxes that are based upon profits of the Operator.
   7. **OPERATIONAL INFORMATION**

The City has identified the following goals for these recreational assets:

* Bring the existing marina up to a state of good repair.
* Provide boating access to Detroiters through a high-quality marina.
* Provide waterfront access to Detroiters whenever possible.
* Operate and manage the marina with a financially sustainable model.
* Make the marinas an extension of the parks (as appropriate).
* Expand accessible shorelines / connectivity by land and water.

**SECTION 3. PROPOSAL EVALUATION AND SELECTION PROCESS**

Each Respondent is required to submit a narrative describing in detail their proposal for

operation of the sites. Proposals should be submitted via the city’s Oracle Cloud system.

Respondents should highlight their qualifications and be prepared, if selected, to submit a full proposal for the rehabilitation, operations, management, and maintenance of the sites as outlined in Section 2.1 Services to be Performed.

**3.1 MINIMUM QUALIFICATIONS**

Responses will only be accepted from those firms demonstrating the following:

* A minimum of five (5) years of experience providing the services outlined in this RFQQ for projects of similar scope and size (current and past)
* Verification of assets / financial capacity (2 years of financials audited)
* Experience contracting and managing capital improvement projects.
* Provide current professional certifications and licenses related to commercial marina management.
* Insurance Coverage

$1M $1M/2M Statutory $500K N/A N/A $2M

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|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | **Omissions** | | **Liability** |  | **Dishonesty** |  | **Liability** |  | **Coverage** | | **Risk** |  |  |

**3.2 ADHERENCE TO TERMS OF PROPOSAL**

A proposal once accepted by the City of Detroit may become a binding contractual obligation of the respondent. The failure of a successful respondent to accept this obligation and to adhere to the terms of the respondent’s proposal may result in rejection of the proposal and the cancellation of any provisional award to the respondent.

**3.3 QUESTION DEADLINE**

July 21, 2023 at Noon

**3.4 EVALUATION CRITERIA**

To be considered as qualified, each proposal submission must address all (4) criteria listed below:

Criteria 1 – Commercial Marina - Management and Operations Experience (current and past) ; highlight experience with accounting system or services.

Criteria 2 – Key Operations and Management Personnel Credentials & Experience

Criteria 3 – Approach to achieving operational goals (see Section 2.3 “Operational Information”)

Criteria 4 – Property Rehabilitation and Capital Improvement Approach

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| --- | --- |
| **Proposal Evaluation Criteria** | **Possible Points** |
| 1. Commercial Marina - Management and Operations Experience | 30 |
| 1. Key Operations and Management Personnel Credentials & Experience | 10 |
| 1. Approach to achieving Operational Goals | 15 |
| 1. Property Rehabilitation and Capital Improvement Approach | 10 |
| **Total Points Possible** | **65** |

**Section 4. Required Proposal Submission Process**

All proposals must be submitted through the Oracle system. Each respondent is responsible for ensuring that its proposal is received by the City on a timely basis. **Faxed or mailed proposals will not be accepted. See the RFQQ Summary for documents to submit. Contractors shall not distribute their proposals to any other City office, City employee or Sub-contractor of the City. Proposals received become the property of the City**. The City is not responsible for any costs associated with preparation or submission of proposals. All proposals submitted by the due date will be recorded in the Oracle System. Responses received **will not** be available for review. Proposals received will be subject to disclosure under applicable Freedom of Information Act. An officer of the company authorized to bind the company to a contractual obligation with the City must sign the proposals in the Oracle System. The contact person regarding the proposal should also be specified by name, title, and phone number. The successful respondent will receive an award letter. Respondents who are not awarded will receive a notification that the award decision has been made.

**4.2 REQUIRED PROPOSAL CONTENT AND FORMAT**

To be considered responsive, each proposal must, at a minimum, respond to the following RFQQ sections in their entirety, and responses must be uploaded in the Supplier Portal:

| **Required Response Item** | |
| --- | --- |
| **1.** | **Letter of Transmittal** |
| The prospective respondent’s proposal shall include a letter of transmittal signed by an individual or individuals authorized to bind the prospective respondent contractually. The letter must state that the proposal will remain firm for a period of one hundred twenty (120) days from its due date and thereafter until the prospective respondent withdraws it, or a contract is executed, or the procurement is terminated by the City of Detroit, whichever occurs first. |
| **2.** | **Attachment A – Respondent Questionnaire** |
| Respondent shall provide their Proposal Introduction and Solution / Approach, per the requirements provided in Attachment A. |
| **3.** | **Attachment B – Proposal Introduction** |
| Respondent shall provide their Proposal Introduction, per the requirements provided in Attachment B. |
| **4.** | **Attachment C – Forms, Affidavits and Documents** |
| All required forms are attached to the RFQQ in Oracle. |

1. Michigan Department of Natural Resources and Michigan Department of Technology, Management and Budget, September 2019, [Detroit River Boating Access Study](https://www.michigan.gov/-/media/Project/Websites/dnr/Documents/PRD/Mgt/Final_Study_Report_Sep_2019.pdf?rev=e1eb0ac655004910b65051cd16d31df2) [↑](#footnote-ref-2)
2. City of Detroit – General Services Department, August 2022, [East Riverfront Asset Study](https://detroitmi.gov/departments/detroit-parks-recreation/parks-and-recreation-strategic-plan/east-riverfront-assets-study) [↑](#footnote-ref-3)