



REQUEST FOR PROPOSALS
MARINE TRAVELIFT/SHIPYARD OPERATOR
for
CITY OF KODIAK
ST. HERMAN HARBOR
Date of Invitation:
March 9, 2020

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INTRODUCTION

The City of Kodiak (City) owns a Shipyard in St. Herman Harbor, Kodiak, Alaska. The City also owns a 2009 Marine Travelift Corporation (MTI) Model 600C capable of lifting 660-ton vessels up to 180' in length, 43' wide. The infrastructure includes: bulkhead docks; pile supported pier for the lift vehicle; heated concrete wash-down pad; graded gravel vessel laydown area; and associated potable water, sanitary sewer, and electrical utilities. An As-Built drawing of the facility, Marine Travelift Specifications, and other information can be located on the website: <http://kodiakboatyard.com/>. The docks and uplands are designated for the use by the Marine Travelift and Operator with details to be negotiated.

Anticipated Schedule

Operator RFP Advertised <i>by City of Kodiak</i>	March 9, 2020
Operator RFP Received <i>from Proposers</i>	April 8, 2020
Tentative Operator Evaluations <i>by Review Committee</i>	April 10, 2020
Initiate Meetings with Preferred Operator(s), <i>Staff and Proposer</i>	April 13, 2020
Recommendation for Approval of Operator Contract by City Council.....	April 23, 2020

SCOPE OF MARINE TRAVELIFT/SHIPYARD OPERATOR SERVICES

The scope of services is negotiable. One condition is non-negotiable: the facility must be operated as an “open yard.” The term “open yard” will be defined during negotiations, but at a minimum it means that the Operator will not have exclusive rights to provide vessel repair and maintenance services, other than the Marine Travelift.

The services the City envisions being provided by the Operator for a minimum 5 year term include:

- Operating and maintaining the Travelift vehicle;
- Operating the vessel wash-down system;
- Scheduling and Moving vessels;
- Obtaining all required permits and licenses for Operator’s lift/yard operations; and

OPERATOR COMPENSATION

Operator compensation is negotiable. The long-term goal is that the vessel lift/ship yard will be operated as a “for profit” business with adequate compensation for the Operator.

The City envisions the Operator:

- Will schedule lifts, collect fees for vessel lifting, washing, blocking, and launching;
- May provide vessel repair and maintenance services for profit on a non-exclusive basis; and
- Will be compensated by the City during the post selection, pre-contract signing period for travel and other reasonable costs associated with the negotiations.

CITY COMPENSATION

Compensation to the City is negotiable. The City’s primary objective is to establish a thriving commercial Marine Travelift/Shipyard that promotes and nourishes the economic development of Kodiak. However, the City also expects to receive some compensation from the Marine Travelift/Shipyard operations to cover debt and other City operational expenses.

One possible way of compensating the City is to pay a set annual fee plus a percentage of the gross income from the lift/yard. Proposers are encouraged to present other possible compensation methods for negotiation.

EVALUATION AND SELECTION PROCEDURE

Responses to this RFP will be reviewed and scored by a selection committee composed of at least five members selected by the Kodiak City Manager in consultation with the Kodiak City Council. Scores will be based solely on the responses to the evaluation criteria presented in this RFP. After reviewing the scores, the City Manager may request additional information for clarification from proposers. The Proposer with the highest combined score will be tentatively selected and recommended to the City Council for approval as the Marine Travelift/Shipyard Operator. However, the City reserves the right to reject any and all proposals.

The selected Operator will be required to submit a profit/loss statement as requested by the City that fully discloses company ownership and documents the financial standing of the company. The City will evaluate this material and judge if it is in the best interest of the City to enter into an agreement with the company to operate the vessel lift/ship yard.

If the City finds ownership and financial standing are suitable, the City will enter into negotiations with the selected Operator regarding the scope of services and compensation. If agreement between the City and the selected Operator can not be reached within the time frame outlined in this RFP, the City will announce negotiations have halted and will re-issue the RFP, cancel the RFP, or continue the selection process with the next highest scoring Proposer.

EVALUATION CRITERIA

The evaluation criteria for selecting the vessel lift/ship yard Operator and the relative value of the criteria are presented below. It is highly recommended that the Proposer’s response strictly follow the format of the criteria. The City realizes that the scope of work and compensation outlined in this RFP are only one of many reasonable plans. If the Proposer finds any aspect objectionable and non-negotiable or has non-negotiable conditions that must be included in a final contract, clearly identify these items in the response. Such conditions will not automatically exclude a Proposer from consideration.

Firm Qualifications and Experience

Discuss your firm’s qualifications and experience to operate a Shipyard. 10 Points

You may attach an *existing* company brochure(s) up to six (6) pages maximum.

Discuss experience with operating a wheeled lift vehicle or similar vessel lift device. 5 Points

Discuss experience with operating an “open yard” as planned for this facility. 3 Points

Discuss experience with environmental permitting and compliance for shipyard operations. 2 Points

Proposed Personnel

Present the proposed personnel for key positions. If positions are to be filled by new hires, discuss the qualifications and experience to be required. Attach resumes for persons identified. 5 Points

Marine Travelift Vehicle

Discuss how you will protect the City’s investment in the lift vehicle. Discuss routine and non-routine maintenance and what you envision as the Operator’s responsibilities and the City’s responsibilities. 10 Points

Shared Facilities

Discuss how you will handle access of the facility for maintenance and repair activities with the Kodiak Harbor Department. Discuss how operations will be scheduled to allow the City to utilize the docks, piers and uplands to the greatest benefit of all customers without unduly interfering with lift/yard operations. 5 Points

Scope of Services

Discuss the scope of services you will provide as the lift/yard Operator. 5 Points

Discuss services that you believe should be provided by the City of Kodiak. 5 Points

Compensation

Discuss the proposed financial offer to the City for compensation on an annual basis. Address the relationship between risk and compensation that will be assumed by the Operator and the City. 10 Points

Business Plan

Attach a business plan for the Marine Travelift/Shipyard. The plan should outline key components of the operating agreement and include a proposed term of agreement, fee schedule for lift/yard services, and anticipated revenues and expenses including compensation to the City..... 20 Points

Quality of Proposal

The City believes the success of the vessel lift/ship yard depends on professional operations and a sincere commitment on the part of the Operator to make the lift/yard a vital part of the Kodiak community. The reviewers will score this criterion based on their overall impression of the proposal. 10 Points

PROPOSAL FORMAT

Submit five (5) original copies of the proposal. The narrative response shall include a cover letter, table of contents, and the specifically requested attachments.

Submit proposals to: Mike Tvenge
 City Manager
 710 Mill Bay Road, Room 114
 Kodiak Alaska 99615

Proposals must be received no later than 2:00 PM local time, Wednesday, April 8, 2020.

The cover letter must include the following:

- The Proposer's name, address and contact information;
- A statement that indicates the proposal is valid for at least 90 days from the proposal submission deadline;
- A statement that the signatory has authority to bind the Proposer; and
- Signature of authorized individual.

GENERAL INFORMATION

Contact Person: Questions or requests for additional information regarding this RFP should be submitted in writing to:

Mike Tvenge
City Manager
710 Mill Bay Road, Room 114
Kodiak Alaska 99615
Phone: (907) 486-8640
Fax: (907) 486-8600
e-mail: mtvenge@city.kodiak.ak.us and cc: nnicolas@city.kodiak.ak.us

Deadline for Receipt of Proposals: Proposals may be mailed or hand delivered as long as five (5) copies are physically received by the City at the location for proposal submission described above under "Proposal Format" no later than 2:00 PM local time, Wednesday, April 8, 2020. Faxed or electronically transmitted proposals are not acceptable. Proposals received after the above deadline will not be considered and will be returned unopened.

The envelope must be plainly marked with:

Proposal Document:
St. Herman Harbor Marine Travelift/Shipyard Operator

To be Opened:
Wednesday, 2:00 PM
April 8, 2020

Proposer's Review and Substantive Questions: Proposers should carefully review this RFP for errors, questionable or objectionable materials, and items requiring clarifications. Proposer shall put these comments and/or questions in writing and submit them to the contact person noted above. Questions must be submitted by email no later than five (5) working days before the due date of proposals.

Addenda to the RFP: The City reserves the right to issue written addenda to revise or clarify the RFP, respond to questions, and/or extend the due date of proposals.

Cancellation of the RFP; Rejection of Proposals: The City retains the right to cancel the RFP process, and to reject any and all proposals. The City shall not be responsible for costs incurred by Proposers for proposal preparation.

Waiver of Irregularities: The City reserves the right to waive minor informalities, technicalities or irregularities in proposals.

Proposal Withdrawal and/or Correction: A proposal may be corrected or withdrawn by written request received prior to the deadline for receipt of proposals.

Disclosure of Proposal Contents: All proposals become part of the public record and no part of any proposal may be confidential, except company ownership and financial information, as described under "Evaluation and Selection Procedure" above.

Retention of Proposals: All proposals and other materials submitted become the City's property and may be returned only at the City's option.

Cost of Proposal Preparation: Any and all costs incurred by Proposers in preparing and submitting a proposal are the Proposer's responsibility and shall not be charged to the City or reflected as an expense in the resulting contract.

Delivery of Proposals: The City assumes no responsibility or liability for the transmission, delay, or delivery of proposals by either public or private carriers.

Media Announcements: Any and all media announcements pertaining to this RFP require the City of Kodiak's prior written approval.

Binding Contract: This RFP does not obligate the City or the selected Proposer until a contract is negotiated, accepted and executed by both parties.

Insurance Requirements:

The Contractor shall carry, at his sole expense, shall procure and maintain the following insurance:

- a. Minimum Scope of Insurance
 - (1) Commercial Marine Liability
 - (2) Commercial Automobile Liability Insurance
 - (3) Pollution Insurance
- b. Minimum Limits of Insurance
Contractor shall maintain limits no less than:
 - (1) Commercial Marine Liability:
 - (A) \$1,000,000 combined single limit per occurrence for bodily injury and property damage claims arising from operation of the City of Kodiak 660-ton Marine Travelift. The general aggregate limit shall be \$5,000,000.
 - (2) Auto Liability:
 - (A) \$1,000,000 combined single limit per accident for bodily injury and property damage.
 - (3) Pollution Insurance:
 - (1) \$10,000,000 combined single limit per loss applicable to bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed; cleanup costs; and defense, including costs and expenses incurred in the investigation, defense or settlement of claims. Coverage shall apply to sudden and non-sudden pollution conditions resulting from the escape or release of petroleum products, smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials, or other irritants, contaminants, or pollutants.
- c. Other Insurance Provisions
The policies are to contain, or be endorsed to contain, the following provisions:

(1) Commercial Marine Liability and Automobile Liability

(A) The City of Kodiak, its Administrator, officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City of Kodiak, its Administrator, officers, officials, employees and volunteers.

(B) The Contractor's insurance coverage shall be primary insurance as respects the City of Kodiak, its Administrator, officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City of Kodiak, its Administrator, officers, officials, employees and volunteers shall be excess of the Contractor's insurance and shall not contribute to it.

(C) The Contractor's insurer shall agree to waive all rights of subrogation against the City, its Administrator, officers, officials, employees and volunteers for losses arising from work performed by the Contractor or any subconsultant for the City.

(2) Employer's Liability

The Contractor's insurer shall agree to waive all rights of subrogation against the City of Kodiak, its Administrator, officers, officials, employees and volunteers for losses arising from work performed by the Contractor or any subcontractor for the city of Kodiak.

(3) All Insurance

Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after 30 days prior written notice for nonpayment of premium or fraud on the part of the Contractor or 60 days prior written notice for any other reason by certified mail, return receipt requested, has been given to the City of Kodiak. Such notice shall be mailed by the Contractor's insurer(s) to the attention of the City of Kodiak City Manager.

d. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-: VII.

e. Verification of Coverage

Contractor shall furnish the City of Kodiak with approved certificates of insurance and with certified copies of all endorsements effecting coverage required by this clause within ten days of signing agreement.