

CITY OF BEAUFORT
STATE OF SOUTH CAROLINA
REQUEST FOR PROPOSAL
RFP NO. 2019-101



CITY OF BEAUFORT
MARINA OPERATIONS
DUE: FRIDAY OCT 12, 2018 by 2:00 PM

CITY OF BEAUFORT, SC

REQUEST FOR PROPOSAL

RFP NO. 2019-101

SEALED PROPOSALS will be received in the Finance Department, 2nd Floor, City Hall, 1911 Boundary Street, Beaufort, South Carolina until **2:00 P.M. ET Friday, Oct 12th, 2018**. All qualified contractors are invited to submit proposals to the City of Beaufort for the following:

City of Beaufort MARINA OPERATIONS

SUBMIT: One (1) unbound original and three (3) bound copies of all requested documentation must be received on or before **2:00 P.M. ET Friday, Oct 12th, 2018**.

ADDRESS TO: City of Beaufort, City Hall, 2nd Floor Finance Department, Attention: Paul McGee

MAILING ADDRESS: 1911 Boundary St., Beaufort, South Carolina 29902

OFFICE ADDRESS: 1911 Boundary St., Beaufort, South Carolina 29902

EMAIL ADDRESS: pmcgee@cityofbeaufort.org

PHONE NUMBER: 843-525-7071

FAX NUMBER: 843-986-5606

MARK OUTSIDE ENVELOPE: "RFP NO. 2019-101 Marina Operations"

A PRE-PROPOSAL MEETING WILL BE HELD AT 2:00 P.M. ET ON SEPTEMBER 28th, 2018 IN THE PLANNING CONFERENCE ROOM OF CITY HALL, LOCATED AT 1911 BOUNDARY STREET, BEAUFORT, SC 29902. A SITE VISIT OF THE MARINA WILL TAKE PLACE FOLLOWING THIS MEETING. ALL POTENTIAL OFFERORS ARE HIGHLY ENCOURAGED TO ATTEND. SITE VISITS FOR THOSE UNABLE TO ATTEND WILL BE BY APPOINTMENT ONLY DURING THE WEEK OF 17 – 21 SEPTEMBER. CONTACT PAUL MCGEE AT 843-525-7071 FOR APPOINTMENTS.

DEADLINE ENFORCED

PROPOSALS DELIVERED AFTER THE TIME AND DATE SET FOR RECEIPT OF PROPOSALS SHALL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED TO THE OFFEROR. IT IS THE OFFEROR'S RESPONSIBILITY TO ENSURE TIMELY DELIVERY OF THEIR PROPOSALS. WEATHER, FLIGHT DELAYS, CARRIER ERRORS AND OTHER ACTS OF OTHERWISE EXCUSABLE NEGLIGENCE ARE RISKS ALLOCATED TO OFFERORS AND WILL NOT BE EXEMPTED FROM DEADLINE REQUIREMENTS. E-MAIL, TELEPHONE, OR FACSIMILE PROPOSALS WILL NOT BE ACCEPTED.

Any offer submitted as a result of this RFP shall be binding on the offeror for **NINETY (90)** calendar days following the specified opening date. Any proposal for which the offeror specifies a shorter acceptance period may be rejected.

Proprietary and/or Confidential Information

Your proposal package is a public document under the South Carolina Freedom of Information Act (FOIA), except as to information that may be treated as confidential as an exception to disclosure under the FOIA. If you cannot agree to this standard, please do not submit your qualification.

All information that is to be treated as confidential and/or proprietary must be **CLEARLY** identified, and each page containing confidential and/or proprietary information, in whole or in part, must be stamped and/or denoted as **CONFIDENTIAL**, in bold, in a font of at least 12 point type, in the upper right hand corner of the page. *All information not so denoted and identified shall be subject to disclosure by the City.*

This Request for Proposal is being issued by the City of Beaufort. Direct all questions or request for clarification of this RFP by email, mail, or fax to contact information listed above.

Offerors are specifically directed not to contact any other City personnel for meetings, conferences, or technical discussions related to this request unless otherwise stated in this RFP. Failure to adhere to this policy may be grounds for rejection of your proposal.

Offerors ARE CAUTIONED that any statement made by City staff persons that materially change any portion of this RFP shall not be relied upon unless they are subsequently ratified by a formal written amendment to this RFP. Any revisions to this RFP will be issued and distributed as an addendum. All addenda, additional communications, responses to questions, etc. pertaining to the Request for PROPOSAL may be accessed on the City of Beaufort website under Quick Links – “Bid Opportunities” at www.cityofbeaufort.org.

All Offerors should consult this website for updates before submitting bids.

THE DEADLINE FOR QUESTIONS IS: 4:00 P.M., OCT 5th, 2018. ANSWERS TO SUBMITTED QUESTIONS WILL BE POSTED ON THE CITY WEBSITE BY 4:00 PM ON OCT 8th, 2018.

If the Offeror discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, Offeror shall immediately notify the City of such error in writing and request modification or clarification of the document. The Offeror is responsible for clarifying any ambiguity, conflict, discrepancy; omission or other error in the RFP or it shall be deemed waived.

The City of Beaufort reserves the right to reject any or all proposals, or any parts thereof, waive informalities, negotiate terms and conditions, and to select an Offeror that best meets the needs of the City of Beaufort and its employees.

Compliance with the South Carolina Illegal Immigration Reform Act

Any Contractor entering into a service contract with the City of Beaufort must certify to the City of Beaufort that the Contractor intends to verify any new employees’ status, and require any sub-consultants performing services under the service contract to verify their new employees’ status, per the terms of the South Carolina Illegal Immigration Reform Act, and as set out in Title 41, Chapter 8 of the Code of Laws of South Carolina, 1976.

POLICY CONCERNING MINORITY AND WOMAN OWNED BUSINESS ENTERPRISES

Intent

Businesses owned and operated by women and minority persons, in general, have been historically restricted from full participation in the nation's free enterprise system to a degree disproportionate to other businesses.

The City believes it is in the community's best interest to assist minority and woman owned businesses to develop fully, in furtherance of City's policies and programs which are designed to promote balanced economic and community growth.

The City, therefore, wishes to ensure that minority and woman owned businesses (M/WBEs) are afforded the opportunity to fully participate in the City's overall procurement process and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

Goal for Participation

The City adopts the State of South Carolina's goal for participation of M/WBEs: ten percent (10%) of annual controllable procurement expenditures which are defined as agreements between the City and a Vendor to provide or procure labor, materials, equipment, supplies and services to, for or on behalf of the City. However, a specific expectation has not been set for this RFP.

Required Forms

Contractors submitting proposals are required to include completed forms that are found at the end of the General Terms & Conditions. The City's General Terms & Conditions, a required component of all competitive procurement proposals, may be accessed on the City's website under Quick Links – Bid Opportunities – www.cityofbeaufort.org. All proposers are to certify that they have read the General Terms & Conditions and will adhere to them as a component of the contract documents.

Contractors should also be aware that, should a contract be awarded, the City will require reports of the utilization of any minority business enterprises to be filed along with requests for payment. The City reserves the right to audit accuracy of the utilization reports that are filed.

The City of Beaufort reserves the right to reject any or all bids; to waive any informality or irregularity not affected by law; to evaluate, in its absolute discretion, the bids submitted; to award the contract according to the bid which best serves the interests of the City; or to not award the contract if the City determines that it is not in its best interest to do so.

Proposals that are not signed will not be accepted as complete and shall not be considered. Proposals must be signed in ink (not typed) in the appropriate space(s) by an authorized officer or employee of the offeror.

The words "Bidder", "Offeror", "Proposer", "Vendor", "Operator", "Contractor", and "Company" are used interchangeably throughout this RFP, and are used in place of the person, vendor, or corporation submitting a bid.

**REQUEST FOR PROPOSAL
CITY OF BEAUFORT
MARINA MANAGEMENT, ASSESSMENT AND OPERATION SERVICES**

I. INTRODUCTION

The City of Beaufort (hereinafter “City”), Beaufort County, South Carolina, owns and leases, for private operation, the Downtown Marina of Beaufort (Marina). The Marina is located adjacent to the City’s historic shopping/dining district and waterfront park, both nationally recognized as exceptionally desirable and historic destinations. The City recognizes the importance of high quality marina facilities and provision of quality customer services to the boater, visitors and residents as a complement to its Downtown and on-going economic development of the City.

The City of Beaufort is a South Carolina coastal town located on the Intracoastal Waterway near Hilton Head Island, midway between Charleston, South Carolina and Savannah, Georgia. Beaufort is located on Port Royal Island, part of South Carolina’s Lowcountry Sea Islands, along the Beaufort River. It also serves as a county seat of Beaufort County, one of the fastest growing areas in the state. The population of the City is approximately 13,729 (Source: 2017 US Census Bureau estimation). The population of the surrounding Northern Beaufort County market is about 40,000 and of the entire county about 180,000. Beaufort is known for its easy lifestyle, historic antebellum architecture, moss-draped live oaks, and scenic marshlands and waterways. The Beaufort area is home to The University of South Carolina Beaufort, the Technical College of the Lowcountry, Beaufort Memorial Hospital, and significant military installations - the Marine Corps Air Station Beaufort, the Naval Hospital and the Marine Corps Recruiting Depot/Parris Island. Top beach destinations of Hunting Island and Fripp Island are also nearby. In total, these features attract more than eight hundred thousand tourists a year.

The City has leased the Marina to Griffin Enterprises for over forty years. Griffin has indicated their intention to retire and not to renew at the end of the current lease of, June 30, 2019.

II. PURPOSE

The City is soliciting proposals from qualified marina managers and/or marina management companies to provide Marina Management, Assessment and Operations Services as detailed herein to augment and enhance the City’s Marina. The term of this contract will commence July 1, 2019 for a period not to exceed thirty-six (36) months. The City desires the qualified marina managers and/or marina management companies to develop a transition plan of the operations of the Marina from Griffin Enterprises; operate, market and prepare plans suitable for Staff and Council’s consideration; and develop detailed capital and operational improvement priorities. The City’s goals are to provide a noticeably superior marina experience consistent with Beaufort becoming a Regional Destination by water, a quality amenity for residents, and through a high level of financial control and emphasis on customer service, improve the delivery of marina services to City visitors, residents and businesses. The successful Company shall provide “best practice” management and customer services for the City’s Marina facilities, At the end of the term of this contract, the City’s goal is to have a sound understanding of the operations, revenue potential and capital investment needs of the Marina to

confidently enter into a long-term lease with a future operator that will be secured under a separate competitive bid process. The Company selected under this competitive bid process will be eligible to compete under the long-term operational bid process.

The City has contracted with its marine engineers to perform a detailed analysis of the physical condition of the Marina docks, moorings, and related systems. The Engineers will also review the status of Marina permitting, standard operating and emergency response procedures, and compliance with applicable marine regulations. The results of this study will be made available to bidders. A preliminary Inventory of the Marina's major in water assets is in Attachment 1.

III. SPECIFICATIONS AND SCOPE OF SERVICES

It is the responsibility of the Company to manage and operate the City's Marina facilities as outlined herein in accordance with the policies and procedures established by the City ordinances and in accordance with industry standards and best practices.

A. Among the administrative responsibilities of the Company are the following items:

1. **Personnel Administration:** Company will provide staff to undertake the operation, maintenance, administration, customer service, and other services of the Marina as outlined herein. Company will be required to supply adequate staff, as reviewed by and agreed to by the City, to successfully perform the services as listed herein. The City encourages the retention of current employees of the Downtown Marina. Company will be responsible for the selection, bonding (where applicable) and training of all employees. Company shall assume primary liability for the acts, negligence and omissions of its employees.
 - i. Company shall employ persons who are fully trained, competent, and qualified with the skills and experience necessary to provide the services during the term of the contract.
 - ii. Company will have access to an adequate labor pool within twenty-five (25) miles of the City.
 - iii. Company is required to do background checks and drug testing on all employees prior to employment and provide proof of such to the City upon request. Marina personnel will demonstrate high ethical standards of conduct and will observe all written rules and regulations concerning their work assignments as provided by the Company.
 - iv. Company will ensure that all Marina personnel wear City approved uniforms and be properly groomed while on duty. The uniform must display approved insignia that clearly identifies the wearer as being responsible for City marina services.
 - v. Company shall have an on-duty, full-time Manager who shall oversee the operation and employees of the Company, who shall manage and control the operation, ensuring high quality service and employee performance. The Manager shall be trained in the Company's corporate management training program and be certified by the Company as competent to perform the duties required by the position.

2. **Payroll:** Company will assume all payroll responsibilities for Company employees including the collection, payment and depositing of all applicable Federal, State and Local payroll taxes.
3. **Complaints:** Company shall respond to public complaints regarding marina management and amenity services within twenty-four (24) hours after receipt of the complaint. In the event a report is received alleging an employee of the Company was discourteous, belligerent, profane, or in any way intimidating, the Company will submit a written report to the City within seven (7) days of the date of the report, outlining the details of the incident and actions taken to address the incident.

B. General Company Responsibilities

1. **General:** Company shall supply labor and manage the marina facilities for the use and benefit of the general public and those customers with marina leasing rights. Company shall operate the marina solely for marina purposes. No other activity or use of the marina facilities shall be permitted by the Company without the express prior written permission from the City. Special events involving the marina must be approved in advance by City and Company shall provide any additional services required to accommodate any special events and the cost of any additional services shall be paid from the operating revenues generated from the marina.
2. **Hours of Operation:** All docks and moorings shall be available for docking 24-hours a day, 365 days a year. Fuel sales, payment of dockage and Marina Store shall be available during daylight hours 365 days a year.
3. **Observed Holidays:** Company will determine if any of following City observed holidays: New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day will have altered hours of operation and must be approved in advance by the City and Company will be required to have a mechanism to address any concerns or emergencies on the holiday.
4. **Purchasing:** Company shall be responsible for purchasing all materials necessary to carry out all operation functions. These include but are not limited to envelopes, uniforms, office equipment and supplies, spare parts for maintenance and repair of facilities, and all other necessary equipment. Company will be responsible for engaging third party contractors, to the extent necessary, for the provisions of services outlined herein.
5. **Revenue:** Company will collect and deposit revenues including, but not limited to, dockage rental fees, utility fees, fuel sales, tour ticket sales and Marina Store sales. Should any monies collected by the Company be lost, stolen, unaccounted for or otherwise removed from the custody and control of the Company prior to being deposited into the designated bank account, Company must still report this as earned revenue to the City. Company must obtain insurance to protect against loss, theft or removal. Company will be liable for all mismanagement of funds by its employees or agents.
6. **Reporting:** Company will ensure proper accountability and internal controls of all monies collected and provide financial reports monthly or as requested to the City. Company will

maintain accurate records reporting all operational disbursements. Company's on-site Manager shall compile, prepare and deliver each month to the City a summary monthly report of all operations. The monthly report shall include comprehensive data for the long & short- term rentals, fuel sales, tour ticket sales, Marina Store sales and the additional marina services, and for the marina as a whole. The report must also include the number of short-term rentals, a list of names of long-term boaters and rental fees collected each month, the number of tour tickets sold and revenue, a list of the names of renters with rental fees over thirty (30) days past due with number of days outstanding, with a detail of collection efforts. The report will be a key tool that the City and Company will utilize to monitor the delivery of marina services. The City and Company will meet on a quarterly basis to review the reports.

7. **Budget:** Company shall prepare and submit an annual (July through June Fiscal Year) operating budget for City review and approval. Budgeted expenses shall be based on an approval line item budget to be derived based on the scope of services to be provided and the available dockage and mooring and potential sales or designated by the City for services. A budget for the following fiscal year shall be submitted annually by April 30 of each fiscal year and approved in writing by the City Manager within thirty (30) calendar days after receipt (the "Approved Budget"). Any expenses incurred more than the Approved Budget for such year shall be at the sole cost of the Company, unless approved in advance in writing by the City Manager.
8. **Accounting and Auditing:** Company shall maintain complete and accurate records, using Generally Accepted Accounting Principles (GAAP), of all costs and revenue collections related to the services provided. Such records shall be open to inspection and subject to audit and/or reproduction, during normal working hours; by the City's agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any collections, invoices, payments, or claims submitted by the Company or any of its payees in connection with the signed Agreement. Records subject to examination will include, but are not limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with the services provided.

IV. MARINA OPERATIONS MANAGEMENT, ADMINISTRATION AND MAINTENANCE

The City presently has a Main Dock, H-Dock, Mooring Field, Dinghy Dock, Boat Landing, Men and Women's Restrooms w/showers, Laundry Room, Ship's Store and Pump-out Boat. (See EXHIBIT 1: Marina Asset Inventory). Marina facilities and services are available seven days a week. The successful Company will be responsible for all aspects of the operation and management of the marina services, including maintenance as outlined herein. The awarded Company will be required to supply adequate staff, as agreed to by the City, to perform the services as listed herein.

A. Leasing

1. Establish and maintain a current and complete data base of all tenants and accounts.
2. Ensure all lease and agreements have been properly executed.

3. Collect monthly rent and utility fees from Marina Tenants and deposit the money in a designated account.
4. Accounts receivables are collected in a timely manner with no account being over sixty (60) days past due.
5. Coordinate with the City Attorney to prepare appropriate paperwork to initiate and compile unlawful detainer actions and/or liens on vessels, as needed.

B. Tenant Services

1. Sewer Services - Provide sewer pump-out services to tenants on a regular schedule and as needed for transient boaters.
2. Tenant Requests - Respond to and address any service requests received from tenants in a timely manner.
3. Safety
 - i Maintain the safety and security of the marina for the tenants and guests.
 - ii Enforce marina operating rules, regulations and standards.
 - iii Fuel Sales - Ensure fuel sales are available during daylight hours.

C. Marina Store Operation

1. Ensure the store is properly stocked with merchandise, food items and boating supplies which appeal to the customers who frequent the store.
2. Sell tour tickets to visitors.
3. Answer radio calls from boaters and arrange for dockhands to assist.

D. On-Site Manager: *The contractor shall provide an on-site manager as part of the marina operations. The Marina Manager will:*

1. Provide on-site supervision during daylight hours, seven days a week.
2. Receive and respond to all complaints, disputes, problems and all other matters requiring attention.
3. Attempt in good faith to resolve and settle such complaints, disputes or problems.
4. Develop and maintain good relationship and interact with tenants on a regular basis.
5. Provide any information City is required or elects to furnish to tenants.
6. Manage and coordinate the ordinary and usual business and affairs pertaining to the operation, maintenance and management of the property seven (7) day a week, 24 hours a day.

7. Take all responsibilities and obligations and perform and take all services and actions customarily performed or taken by property managers of properties which are similar in nature, location and character to the City property.
8. Maintain detailed documentation of expenses via invoices and receipts.
9. Maintain all historical records (paid invoice, leases, inspection reports, etc.).
10. Understand and abide by the latest local, state and federal legislation that applies to renting and maintain marina facilities, including but not limited to the environmental regulations pertaining to Marina operations and U.S. waterways.
11. Perform Harbor Master duties on the waterway in the City's jurisdiction.

E. Marina Maintenance

1. Facility Maintenance & Repairs
 - i Perform routine inspection and maintenance in accordance to the Operations and Maintenance Manual to docks, facilities and general areas to maintain safe upkeep of the Marina.
 - ii Ensure all equipment are in good working condition. Good working condition is defined as repairing/replacing and defective equipment within twenty-four (24) hours.
 - iii Implement and follow regular preventative maintenance schedule for the facilities.
2. Custodial Services
 - i Clean, stock, and inspect Marina facilities on a daily basis so that they are in good working order. Facilities include the restrooms, laundry rooms, and dock areas.
 - ii Maintain outdoor areas by removing trash and debris.
3. Docks & Mooring Field
 - i Perform minor repairs and general upkeep of docks, slips, fingers.
 - ii Perform inspections minor repairs and general upkeep of mooring field.

F. Emergency Services

Set in place emergency protocols to provide emergency services at the Marina when requested by tenants and/or the City. Emergency services may include:

1. Emergency pumping for boats taking on water;
2. Towing assistance;
3. Oil spill containment assistance;
4. Storm damage assistance.

- G. Company will be liable for any lost, stolen, unaccounted for or damaged equipment that is provided to the Company as inventory by the City upon transition of management services.
- H. In the event of a mandatory evacuation, Company will be required to secure the items on the docks notify evacuate boaters from the docks, secure the fuel system equipment from damage, theft, or loss. The City will notify the Company immediately upon notification of an evacuation. Should Company fail to safely secure the facilities, Company will be fully responsible for replacement of all damaged facilities.

V. PARKING PERMIT MANAGEMENT

The City presently provides free parking to tenants/customers of the marina in accordance with City Ordinance (8-2010). Marina staff will be responsible for issuing the parking permits and maintaining and transmitting the records of the permits to Park Beaufort.

VI. SPECIAL EVENTS

If a special event is scheduled parking for boaters are fenced off to ensure there is parking available for the marina guests. Company will be required to provide additional staffing, as applicable, to man the parking area. The City's primary events are the Beaufort Water Festival (July), Beaufort Shrimp Festival (October), Taste of Beaufort Festival (May), Gullah Festival (May) and A Night on the Town event (December). Other festivals and events may occur at any given time.

VII. MARKETING PLAN

The City of Beaufort will require the Company to develop a comprehensive strategic marketing plan within the first six (6) months of contract, to increase the awareness and use by transient and local boaters by identifying priority target markets, recommending and implementing the tactical approaches which will maximize the ROI for the Downtown Marina. It is expected that the overall plan will include analysis and implementation of website/social media/digital marketing; traditional publication-based advertising; and nontraditional marketing strategies that might be appropriate.

The Company will be required to submit an annual report to measure the success of the implemented marketing plan. The report should include the marketing activities, target audiences, costs, and results on revenue and economic impact.

VIII. OTHER ADMINISTRATIVE DUTIES

A. City Liaison

1. Month Marina Report - Provide a monthly report to the City by the 15th day of each month for the preceding month regarding all operations of the Marina, including but not limited to the following:
 - i. Detail of all revenues and expenditures;
 - ii. Record of inspections and maintenance performed;

- iii. Condition of premises (facilities, parking, safety, etc.);
 - iv. Schedule showing when pump-outs, fuel data etc. occurred;
 - v. Safety and security issues;
 - vi. Tenant/guest complaints or problems with resolutions;
2. Annual Maintenance Budget - Prepare an annual maintenance budget for review and approval by the City by March 1.
 3. Notification and Communication
 - i. Contractor shall communicate any issues or events that occur at the Downtown Marina.
 - ii. Advise the City of any violation of Marina operating rules, regulation and standards.
 - iii. Notify the City of any necessary major repairs to infrastructure or facilities on the property.
 - iv. Provide recommendation to the City on maintenance issues, sub-contractor scope of services, selection of sub-contractors and other duties necessary to maintain a public marina.
 2. **Vessels** - Upon request by the City, assist with the sale, donation or disposal of liened and/or abandoned vessels.
 3. **Other**
 - i. Fulfills the role of Harbormaster for the City of Beaufort.
 - ii. Assist City with other project related duties as assigned.

IX. ANALYSIS OF MARINA OPERATIONS

The City will consult with the Company as necessary to provide input, recommendations, and analysis specific to the Marina and the potential upgrades to meet the needs of businesses, visitors, and residents and to fulfil the Council’s desire to have a marina that is a regional destination for boaters. During the duration of this contract period, the Company will provide the following Marina Advisory Services:

- A. Prepare a detailed SWOT (Strengths, Weaknesses, Opportunities, and Threat’s) analysis to include facts, constraints (things we must do), restraints (things we cannot do), and assumptions. This will provide the City leadership with the data elements required to determine the complexion and character of Marina Operations.
- B. Be available to respond to City when needed and attend meetings if asked by the City.
- C. Change Company procedures as necessary to conform to revisions in the State laws, City’s ordinances, parking regulations, policies and initiatives.

- D. Company will, to the greatest extent possible, adhere to the City’s intent to manage its marina facilities through the application of “best practices” to support transit-oriented and pedestrian friendly development, make infill development viable and create more walkable, livable communities. These “best practices” are based on the principle that the marina should be managed as a resource that has critical impacts on visitor and commuter access, retail health, and economic development.

X. SUBMISSION REQUIREMENTS

A. Response to this Request for Proposal must include the following:

- 1. Those companies interested in marina management services must submit one (1) unbound Original and four (4) bound copies and the proposal must include the items specifically enumerated in section VIII(2)(ii). In addition to the information required as described below, a Respondent may submit supplemental information that it feels may be useful in evaluating its proposal. This information may include documents such as a Respondent’s profile or brochure.

2. Proposal Development

- i. **Required content of proposal:** The detailed requirements set forth in the Proposal Format are recommended. Failure by any Proposer to respond to a specific requirement may result in disqualification. The City reserves the right to accept or reject any or all proposals. Proposers are reminded that proposals will be considered exactly as submitted. Points of clarification will be solicited from proposers at the discretion of the City. Those proposals determined not to be in compliance with provisions of this RFP and the applicable law and/or regulations will not be processed.

All costs incurred by the Proposer associated with RFP preparations and subsequent interviews and/or negotiations, which may or may not lead to execution of a contract, shall be the responsibility entirely and exclusively by the proposer.

- ii. **Proposal format:**

The proposal format requirements were developed to aid Proposers in their proposal development. They also provide a structured format, so reviewers can systematically evaluate several proposals. These directions apply to all proposals submitted.

The purpose of the Proposal is to demonstrate the technical capabilities, professional proposals, past experiences, and knowledge within this industry. Proposer’s proposal must address all the points outlined herein as required, in the following order.

In order to be considered for selection, respondent proposers shall submit a proposal that addresses each of the following criteria and shall also provide resumes and evidence of qualifications to provide the services listed in this RFP.

a. Transmittal Letter

A transmittal letter must be submitted with a Proposer's proposal which shall include:

1. The RFP subject and RFP number in which Proposer is submitting.
2. Name of the Proposer responding, including mailing address, e-mail address, telephone number, and names of contact person.
3. The name of the person or persons authorized to make representations on behalf of the Proposer, binding the vendor to a contract.
4. Prepare an executive summary stating the Proposer's understanding of the marina services including an affirmative statement that Proposer will provide the necessary resources to manage and provide the highest level of service to the City, its residents, businesses, patrons and visitors. Include any general information the proposer wishes the City to consider about the proposal.

b. Experience and Qualifications

Company must demonstrate a minimum of five (5) years' experience in the management and operation of marina facilities or its equivalent is preferred. Your company must describe in detail its organization and pertinent experience. Furnish a list of similar municipal operations and facilities that your company is now operating and/or has operated within the last five (5) years. Information on this list shall include the following for each location:

1. Name and location of facilities operated;
2. Dates business was operated;
3. Summary of Scope of Services;
4. Annual gross receipts and operating budget; and
5. Explain the reasons, if any, that your company's agreements for the operation and/or management of marina management services was cancelled or terminated early.

c. Proposer's Work History and References

Names, contact persons, addresses, emails, and phone numbers of references for verification of experience. Your proposal must specifically address the following:

1. Provide at least three letters of reference from current and/or prior clients for which you provide or have provided similar services.
2. Describe in detail your company's experience in operating and maintaining marina facilities including the place of service.

d. Management and Personnel

Describe in detail your proposed management structure for the Marina Management Services outlined herein and specifically provide the following:

1. A proposed organizational chart of the management and staffing for operations for the proposed services including names, experience, and qualifications of the manager and other key personnel including resume of manager and other key personnel. The manager must have the experience and qualifications in overseeing marina management operations and experience in working in a diverse environment.
2. An attachment which indicates the proposed staffing for all job categories of the marina facilities as described herein by shift on weekdays and weekends including titles and responsibilities. A description of the management policies and practices that your company would use in performing its obligations, including supervision, surveillance, and auditing.
3. A detailed description of the training program for employees, including both the initial instruction on routine duties as well as additional training to enhance job performance.

e. Operations, Transition and Implementation Plan

Describe in detail your company's plan for providing the Marina Management outlined in this RFP and your plan to transition from the existing operations and implement said services in order to provide the highest level of service to the City, its residents, businesses, patrons and visitors. The operations, transition and implementation plan should include a detailed description of the following:

1. Management of Marina Operations and Administrative Duties.
2. Marina maintenance.
3. Collection of monies and accounting, including cash handling, applying financial controls, preparing and submitting reports to the City, addressing employee theft, a description of the internal audit program.
4. Preparations and analysis.
5. Special event assistance.
6. Marina advisory services.
7. Office and personnel administration.
8. Training and customer service.

9. Reporting and samples of the effective management reports for an operation of the marina management and related services described herein.
10. Copies of standard operating procedures for the service outline herein.
11. Staffing and organizational chart for the provision of all services outlined herein.

iii. **Added Value and Best Practice Recommendations**

Include a description of specific added value services, management strategies, and marina industry best practices that have been implemented at other locations.

iv. **Cost of Services Proposal**

Include a Cost of Services proposal for the provision of the Marina Management as outlined herein for each year of the eighteen (18) to thirty-six-month term of the contract. Provide what percentage of all Gross Revenue the Company will charge for the monthly Management Fee. The Management Fee shall be calculated and payable monthly based on Gross Revenue from the immediately preceding month. For this section, "Gross Revenue" shall mean all revenues collected by Company (excluding all sales tax or other charges required to be remitted to other governmental agency) related to Marina Management, including, but not limited to, Long and Short-term Rental Fees, Fuel Sales, Store Sales, Tour Ticket Sales and Collection fees. The Cost of Services Proposal shall be provided for marina management services.

v. **Incentive Proposal**

To incentivize the marketing and utilization of the City's marina assets and the efficient management of the marina facilities, in addition to its Cost of Services proposal the Company may present an incentive proposal. The Company's incentive proposal will outline revenue or operational cost savings sharing, between the Company and the City, resulting from the Company's improved and efficient management of the marina. The incentive proposal may also identify additional services that the Company would provide the City resulting from increased revenues or operational cost savings. Presumably, the incentive proposal would be based on increased marina revenues that exceed a predetermined existing amount that represents the City's existing net marina revenues. The existing net revenue amount would be identified and mutually agreed upon by the Company and the City.

vi. **Financial Data**

Company must include a copy of your two (2) most recent annual financial statements (audited preferred). The Company's financial statements will be kept confidential to the extent permitted by law except as may be required to defend the City against any legal action pertaining to this RFP or arising out of or related to the subject agreement.

vii. **Other Information to Provide**

1. Describe how you provide for responsiveness to phone calls or email from customers and how you discuss any marina issues that arise.
2. List any lawsuits or arbitration proceedings that have been initiated by or against your company in the past five years. Briefly describe the nature of the action and the outcome.
3. Proposer shall be responsible for providing a Bid Bond in the amount of 5% of the total annual management fee. Failure to submit the necessary bond requirements with the proposal will cause rejection of the proposal. Bid Bonds of the unsuccessful Companies will be returned upon award of the bid. Fax copies are unacceptable.

viii. **Required Forms:**

1. Proposals must include the required forms:
 - (a) Certificates of Insurance showing present coverage as described in the "Insurance" section of the General Terms and Conditions.
 - (b) Three most recent Workers Comp Modification Reports
 - (c) Ethics in Public Contracting Certification
 - (d) Non-Collusion Affidavit
 - (e) Small / Woman-Owned / Minority Business Enterprise Form
 - (f) Non-Resident Taxpayer Affidavit (S.S. Department of Revenue I-312)
 - (g) Certification of Compliance with the South Carolina Illegal Immigration Reform Act
 - (h) RFP Signature page (must be signed in ink)

XI. ADDITIONAL DOCUMENTS

These documents include "Marina Asset Inventory" (Exhibit 1).

XII. EVALUATION PROCESS AND SELECTION CRITERIA

The City will evaluate proposals based on the factors outlined within this RFP, which shall be applied to all eligible, responsive proposals in selecting the lowest responsible bidder. The City reserves the right to disqualify any proposal for, but not limited to; person or persons it deems as non-responsive and/or non-responsible. The City reserves the right to make such investigations of the qualifications of the Proposer as it deems appropriate.

Lowest responsible bidder. Contracts shall be awarded to the lowest responsible bidder. In determining "lowest responsible bidder", in addition to price, the City shall consider:

- A. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
- B. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
- C. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- D. The quality of performance of previous contracts or services;
- E. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;
- F. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- G. The quality, availability and adaptability of the supplies or contractual services to the use required;
- H. The ability of the bidder to provide future maintenance and service for the use of the subject: of the contract;
- I. The number and scope of conditions attached to the bid.

It is the City's intent to contract with one Company to provide Marina Management Services as detailed herein. Award of any proposal may be made without discussion with Proposers after responses are received. The Proposers submitting sealed proposals will be evaluated by an evaluation committee. After careful evaluation, the committee will rank the Proposers and make a recommendation to the City Manager of the lowest responsible bidder. The City reserves the right to accept or reject any and all bids that is in the best interest of the City. The scoring of the proposals by the City's RFP Evaluation Committee shall be based on the respondent's qualifications including, but not limited to the following:

A. Experience and Qualifications of the Company

Consideration will be given to companies demonstrating strong capabilities, experience and reputation in undertakings like those described in this RFP. Companies should convey their experience in managing marina similar to City of Beaufort, experience with implementing innovative marina management strategies and "best practices" to reduce operating costs and enhance the delivery of marina services as outlined herein. Similar experience will include providing similar services. Experience in the Southeast US region is preferred. This section should also include detailed information regarding similar contracts successfully managed by the Company including contract performance, the reliability of services, and public interaction.

B. Project Approach / Management Plan

Proposal responses will be evaluated on the comprehensiveness and quality of the approach of the Company to undertake the services outlined herein, including the proposed operating plan,

transition plan, marina enhancements, and strategies to improve the delivery of marina services, reduce operating costs and increase revenues. The project approach shall be sufficiently detailed to convey the Company understands the requirements, staffing levels, organizational structure, and obligations for the successful implementation and operation of this project. Proposals will also be evaluated for clarity/accuracy of the information requested.

C. Cost of Services

Proposal responses will include a cost of services proposal for all services outlined in the RFP. The cost of services proposal should also identify innovative and realistic strategies to reduce the City's marina operating costs and enhance revenues. The cost of services proposal may include an incentive proposal but not required. If included, the Company's incentive proposal will outline revenue or operational cost savings sharing, between the Company and the City, resulting from the Company's improved and efficient management of the marina facilities. Consideration will be given to proposals that present the optimum financial benefit to the City over the term of the contract.

D. Financial Capability

Company will include authoritative documentation of their financial soundness and stability. Company should include the last two (2) annual audited financial statements.

E. Presentation

The City may choose to interview one or more companies responding to this RFP. The City reserves the right to request and obtain, from one or more companies, supplementary information as may be necessary for the City to analyze the proposal pursuant to the evaluation criteria. The City reserves the right to accept or reject all proposals that is in the best interest of the City.

Marina Asset Inventory(Exhibit 1)

<u>Asset</u>	<u>Quantity</u>	<u>Unit</u>	<u>Asset</u>	<u>Quantity</u>	<u>Unit</u>
Main Dock			Mooring Field		
Power Pedestals	66	EA	Mooring Buoys	30	EA
Cleats	344	EA	Boat Landing		
Fire Suppression	1	EA	Concrete	1080	SF
Piles	73	EA	Men's Restroom		
Gangway	1	EA	Urinals	3	EA
Dock Master Cabin	1	EA	Toilets	5	EA
Fuel Pump	3	EA	Showers	3	EA
Deck Boards	15,300	SF	Sinks	4	EA
Pump-out	2	EA	Lights	8	EA
Rub rail	2000	LF	Locks	2	EA
Electrical	1	EA	Hand Dryers	2	EA
H-Dock			Women's Restroom		
Power Pedestals	6	EA	Toilets	6	EA
Cleats	60	EA	Showers	3	EA
Piles	8	EA	Sinks	5	EA
Gangway	1	EA	Lights	8	EA
Deck Boards	1900	SF	Locks	2	EA
Rub rail	690	LF	Hand Dryers	2	EA
Electrical	1	EA	Laundry Room		
Dinghy Dock			Washers	3	EA
Washers			Dryers	3	EA
Cleats	39	EA	Ship's Store and Office		
Piles	12	EA	Floors	1800	SF
Deck Boards	1512	SF	Pump-out Boat		
Rub Rail	500	LF	Boat	23	FT
Day Dock			Motor	200	HP
Dock	200	LF			
Cleats	37	EA			
Gangway	1	EA			

CITY OF BEAUFORT
SOUTH CAROLINA
RFP SIGNATURE PAGE
RFP NO. 2019-101

PROPOSER'S NAME: _____

The undersigned, having become familiar with the existing conditions and the Proposal Scope of Services hereby proposed, agrees to complete the work as described in accordance with the Request for Proposal and Contract Documents.

Proposer warrants that no gratuities, in the form of gifts, entertainment, or otherwise, were offered or given by the **Proposer**, to any officer or employee of the City with a view toward securing the contract or securing favorable treatment with respect to any determination concerning the performance of the contract.

This offer is genuine and not made in interest of or on behalf of any undisclosed person, vendor or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; **Proposer** has not directly induced or solicited any other **Proposer** to submit false or sham bid; **Proposer** has not solicited or sought by collusion to obtain for itself any advantage over any other **Proposer** or other **Owner**.

The words "Bidder", "Offeror", "Proposer", "Vendor", and "Company" are used interchangeably throughout this solicitation, and are used in place of the person, vendor, or corporation submitting a solicitation.

Proposer has examined copies of all documents and of the following addenda (if applicable):

Addendum No.	Date
_____	_____
_____	_____
_____	_____

Address:

Post Office Box: _____ Zip: _____
Street: _____ Zip: _____
City: _____ State: _____
Telephone: _____ Fax: _____
Email: _____

*Signature: _____ Title: _____
Printed Name: _____ Date: _____

Proposal will not be accepted unless signed in ink (not typed) in the appropriate space by an authorized officer or employee of the bidder.