

REQUEST FOR PROPOSALS (RFP)

Marina Development and Management Services at the Veterans Memorial Beach

Date of Issue: Thursday, November 30, 2017

Proposal Due Date: Wednesday, December 27, 2017 by 12:00 p.m. EST

PROJECT OVERVIEW

The Town of Webster (Town) is soliciting Proposals from qualified firms or individuals ("Contractor") to provide marina development and management services at Veterans Memorial Beach ("the Marina") located at Memorial Beach Drive, Webster, MA. Contractor will assume management of the Marina beginning April 2018.

The Town owns and operates a beach and boat launch facility at the Veteran's Memorial Beach. Next to the boat launch facility is a cove that is ideal for a marina of approximately 40 to 100 slips. The Town would like to work with a qualified contractor to develop and maintain a marina at this site in conjunction with the other activities at the Memorial Beach.

The selected Contractor will be responsible for managing all operations of the Marina. The scope of services is outlined in Section III - Scope of Services. The Contractor must also be available for emergency response work as described in Section III.

The Town will provide an office at the Memorial Beach for the use of the Contractor, however telephone and internet services are the responsibility of the Contractor.

I. QUALIFICATIONS

The Contractor for this project will be selected on the basis of professional qualifications, experience and demonstrated competence. The selection criteria are described further in Section V.

Previous primary marina management will be considered as key criteria for the selection. Consideration will be given only to those contractors who can clearly demonstrate successful past experience in similar roles.

Ability to communicate effectively, meet schedules, coordinate activities with multiple parties, and work within budget limitations are critical qualities of the successful Contractor.

II. ELIGIBILITY

This request is being sent to individuals and firms that are believed to possess relevant experience.

III. SCOPE OF SERVICES

The Town envisions a long-term contract for Marina Management Services with the selected Contractor, with a term not less than 3 years.

Task 1 – Marina Development

- A. Assist the Town with the Chapter 91 State permitting process.
- B. Construction of the marina docks
 - a. Procure new docks
 - b. Install docks in the appropriate locations
- C. Provide for access control
 - a. Key card access system and appropriate swipe units to access docks, beach entrance gate and restroom facilities.
- D. Security and lighting
 - a. Install a security system with accompanying cameras and software.

Task 2 – Marina Operations

- A. Leasing
 - a. Establish and maintain a current and complete database of all tenants and accounts
 - b. Ensure all leases and agreements have been properly executed
 - c. Collect monthly rent and utility fees from Marina tenants and disperse funds to the Town in a predetermined interval.
 - d. Track and follow up on late payments
 - e. Track, collect, and distribute facility and mail keys from tenants
- B. Tenant Services
 - a. Tenant Requests
 - i. Respond to and address any service requests received from tenants
 - b. Safety
 - i. Maintain the safety and security of the marina for tenants and guests
 - ii. Enforce marina operating rules, regulations, and standards
- C. Manager: The Contractor shall provide a manager point of contact (not required to be on-site) as part of the Marina operations. The Marina Manager will:
 - a. Receive and respond to all complaints, disputes, problems, and all other matters requiring Marina Manager attention
 - b. Attempt in good faith to resolve and settle such complaints, disputes, or problems
 - c. Develop and maintain a good relationship with tenants
 - d. Manage and coordinate the ordinary and usual business and affairs pertaining to the operation, maintenance, and management of the property seven (7) days a week, 24 hours a day
 - e. 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 Town property
 - f. Maintain detailed documentation of expenses via invoices and receipts
 - g. Maintain all historical records (paid invoices, leases, inspection reports, etc.)

- h. Understand and abide by the latest local, state and federal legislation that applies to renting and maintaining Marina facilities.

Task 3 – Marina Maintenance

- A. Docks
 - a. Perform minor repairs and general upkeep of docks, slips, and fingers
 - b. Perform regular bi-weekly inspections of health and safety conditions of premises
- B. Emergency Services
 - a. Set in place emergency protocols to provide emergency services at the Marina when requested by tenants and/or the Town.
- C. Repairs
 - a. Perform minor repairs to docks, facilities, and general areas to maintain safe upkeep of the Marina
 - b. Establish a preventative maintenance policy to identify and deal with repair needs in the Marina
 - c. Maintain and monitor a 24-hour emergency repair hot line

Task 4 – Other Administrative Duties

- A. Town Liaison
 - a. Monthly Marina Report
 - i. Provide a monthly report to the Town by the 10th day of each month for the preceding month regarding all operations of the Marina, including but not limited to the following:
 - o Record of inspections and maintenance performed
 - o Condition of premises (facilities, parking, safety, etc.)
 - o Safety and security issues
 - o Tenant/guest complaints or problems and resolutions
 - b. Annual Maintenance Budget
 - i. Prepare an annual maintenance budget for review and approval by the Town, no later than January 15, 2018, and annually thereafter by March 1
 - c. Notifications and Communication
 - i. Contractor shall communicate any issues or events that occur at the Marina to the Town in a timely manner
 - ii. Advise the Town of any violations of Marina operating rules, regulations, and standards
 - iii. Notify the Town of any necessary major repairs to infrastructure or facilities on the property
 - iv. Provide recommendations to the Town on maintenance issues, sub-contractor scope of services, selection of sub-contractors, and other duties necessary to maintain a public marina
 - d. Vessels
 - i. Upon request by the Town, assist with the sale, donation, or disposal of liened and/or abandoned vessels
 - e. Other

- i. Assist Town with other project related duties as assigned

IV. SUBMITTAL REQUIREMENTS

All proposals must be received no later than 12:00 P.M. EST on December 27, 2017. Late submittals will not be considered.

Firms or individuals wishing to respond to this request must supply the information requested in this RFP by the date and time required. All submittals shall be in an 8 ½" x 11" format.

Three copies of all proposals shall be submitted. All three copies shall be packaged in one envelope or container marked:

RFP FOR MARINA DEVELOPMENT & MANAGEMENT SERVICES VETERANS MEMORIAL BEACH WEBSTER, MA

Responses must be organized as follows.

Executive Summary

Provide a concise summary of the significant information contained in your proposal. Executive summary paragraphs must correspond to the numbered sections below.

1. Identification of the Firm

Provide the legal name of the firm, the firm's address, telephone number and email. State the year the firm was established. Include a brief description of the organization, its constituent parts and size variation in the past five (5) years. Name the person (with title and project responsibility) to whom correspondence and other communications should be directed.

2. Marina Manager Resume

Identify the individual proposed as the Marina Manager. Use a format that would be easily comprehensible.

Provide a complete listing of all related work undertaken or completed in the past five (5) years. The format for these listings must include:

- marina name, location and description (describe relevance to this project);
- role of the marina manager in the operation;

3. Management Approach

Provide a thorough explanation of the approach planned for this marina including:

- How to manage the tenants, including any internal organizational support;
- How to coordinate with Town departments for timely updates and responses to events beyond Contractor's control as well as events requiring the Town's collaboration.

4. Client References

List a minimum of three relevant client references for the marina manager,

5. Insurance

Contractor shall obtain and maintain insurance against claims for injuries to persons or damage to property which may arise out of or in connection with services performed by Contractor or Contractor's agents, representatives, employees or subcontractors. The insurance will be obtained from an insurance carrier that maintains an A.M. Best Rating of not less than A-:V.

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors with limits indicated below, unless the Town approves a lower amount in writing.

A. Commercial General Liability Insurance with limits not less than \$1,000,000 per occurrence. If the submitted policies contain aggregate limits, such limits will apply separately to the project or location that are the subject of this Agreement or the aggregate will be twice the required per occurrence limit. The policy shall include coverage for bodily injury, property damage and clean-up costs arising from pollution. The Commercial General Liability insurance policy shall be endorsed to name the Town, its officers, agents, employees and volunteers as additional insureds and to state that the insurance will be primary and not contribute with any insurance or self- insurance maintained by the Town.

B. Business Automobile Liability Insurance with limits not less than \$1,000,000 per accident for owned, hired and non-owned automobiles.

C. Workers' Compensation Insurance as required by Massachusetts Law and Employer's Liability insurance with limits not less than \$1 million per accident for bodily injury or disease. The workers' compensation insurance shall contain an endorsement stating the insurer waives any right of subrogation against the Town, its elected and appointed officials, employees and volunteers. For employees performing work on the docks and/or water, the workers' compensation policy shall be endorsed to include coverage as required under the U.S. Longshore and Harbor Worker's Compensation Act and the employer's liability policy shall be endorsed to include coverage under the Jones Act.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Town of Webster and their employees, officers, directors, volunteers and agents are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled,

except with notice to the Town.

Waiver of Subrogation

Contractor hereby grants to Town a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Town by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Town has received a waiver of subrogation endorsement from the insurer.

Contractor will furnish certificates of insurance and required endorsements to Town prior to award of contract.

6. Fee Proposal

The Town estimates that it will cost approximately \$200,000 to install 100 dock slips and provide for security and access control. The Contractor submitting a proposal should describe how they propose to fund the capital improvements (having either the Contractor or Town front the costs or some combination of Town/Contractor). Additionally, submitters should describe their revenue sharing proposal between the Town and the Contractor. Each submittal should include an analysis on the net cost/profit to the Town at the conclusion of the three year contract term. Enough detail should be provided to justify the analysis made.

7. Confirm receipt and review of the Town's standard form contract attached.

The Town reserves the right to reject any and all proposals received as a result of this request.

Please submit your three copies of proposals by 12:00 P.M. EST on December 27, 2017 to:

Doug Willardson
Town Administrator
350 Main Street
Webster, MA 01570

V. SELECTION CRITERIA

The successful Contractor will be selected on the basis of professional qualifications and demonstrated competence. Particular attention will be paid to:

1. Experience, qualifications and previous performance record
2. Proven ability to identify and resolve tenant issues and situations;
3. Proven ability to develop a quality marina;
4. Record of solid management practices.

VI. SELECTION PROCEDURE

All responses to this RFP that meet the submittal requirements will be evaluated by Town Staff. Subsequent to selection by the Town Staff, a final fee and scope of work will be negotiated with the Contractor. The most advantageous proposal from a responsive and responsible proposer,

taking into consideration all evaluation criteria set forth in the solicitation, will be selected.

VII. SCHEDULE

Release RFP: **December 1, 2017**

Proposal Due: **December 27, 2017 by 12:00 PM EST**

VIII. Town Contact

The sole point of contact for this RFP is:

Doug Willardson
Town Administrator
350 Main Street
Webster, MA 01570
508-949-3800
dwillardson@webster-ma.gov