

City of Gulfport, Mississippi

Professional Services for Bait Shop Operations and Sales
Gulfport Bert Jones Yacht Basin

ALL OFFERORS MUST FAMILIARIZE THEMSELVES WITH THE FOLLOWING INSTRUCTIONS TO OFFERORS AND GENERAL REQUIREMENTS.

INSTRUCTIONS TO OFFERORS

1 PROPOSAL DELIVERY TIME AND DATE

- 1.1 The City of Gulfport will receive written and sealed competitive proposals for **Professional Services for Bait Shop Operation and Sales** until 10:00 AM local time, on April 16, 2012, at the office listed below. Any proposal received after the date and hour specified will be rejected and returned unopened to the offeror. Each proposal and supporting documentation must be in a sealed envelope or container plainly labeled in the lower left hand corner: "PROFESSIONAL SERVICES FOR BAIT SHOP OPERATIONS AND SALES" and the closing date and time. Offerors must also include their company name and address on the outside of the envelope or container. Proposals must be mailed to:

Purchasing Department
City of Gulfport
1410 24th Avenue
2nd Floor, Hardy Bldg.
Gulfport, MS 39501

- 1.2 Offerors are responsible for making certain proposals and proposed contracts are delivered to the Purchasing Department. Mailing of a proposal does not ensure that the proposal will be delivered on time or delivered at all. If offeror does not hand deliver proposal, we suggest that he/she use some sort of delivery services that provides a receipt.
- 1.3 Proposals will be accepted in person, by United States Mail, by United Parcel Service, or by private courier service. No proposals will be accepted by oral communication, telephone, electronic mail, telegraphic transmission, or telefacsimile transmission. **THE CITY WILL NOT ACCEPT FAX PROPOSALS.**
- 1.4 Proposals may be withdrawn prior to the above scheduled time set for closing. Alteration made before RFP closing must be initiated by offeror guaranteeing authenticity.
- 1.5 The City of Gulfport reserves the right to postpone the date and time for accepting proposals through an addendum.

2 CLARIFICATION OF REQUIREMENTS

- 2.1 It is intent and purpose of the City of Gulfport that this request permits competitive proposals. It shall be the offeror's responsibility to advise the Buyer if any language, requirements, etc., or any combination, thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be submitted in writing and must be received by the City of Gulfport Purchasing Office no later than seven (7) business days prior to the proposal closing date. A review of such notifications will be made.
- 2.2 ALL REQUESTS FOR ADDITIONAL INFORMATION OR CLARIFICATION CONCERNING THIS REQUEST FOR PROPOSAL (RFP) MUST BE SUBMITTED IN WRITING NO LATER THAN SEVEN (7) BUSINESS DAYS PRIOR TO THE PROPOSAL CLOSING DATE AND ADDRESSED TO :

Purchasing Department
City of Gulfport
1410 24th Avenue
2nd Floor, Hardy Bldg.
Gulfport, MS 39501

3 ADDENDA & MODIFICATIONS

- 3.1 Any changes, additions or clarifications to the RFP are made by amendments (addenda)
- 3.2 Any offeror in doubt as to the true meaning of any part of the RFP or other documents may request an interpretation thereof from the Purchasing Department. At the request of the offeror, or in the event the Purchasing Department deems the interpretation to be substantive, the interpretation will be made by written addendum issued by the Purchasing Department. Such addendum issued by the Purchasing Department will be sent to all offerors receiving the original Request for Proposals (RFP) and will be become part of the proposal package having the same binding effect as provisions of the original RFP. No verbal explanations or interpretations will be binding. In order to have a request for interpretation considered, the request must be submitted in writing and must be received by the City of Gulfport Purchasing Department no later than five (5) days prior to the proposal closing date.
- 3.3 All addenda, amendments, and interpretations of this solicitation shall be in writing. Any amendment or interpretation that is not in writing shall not legally bind the City of Gulfport. Only information supplied by the city in writing or in this RFP should be used in preparing proposal responses. All contacts that offeror may have had before or after receipt of this RFP with any individuals, employees, representatives of the city and any information that may have been read in any news media or seen or heard in any communication facility regarding this RFP should be disregarded in preparing responses.
- 3.4 The City of Gulfport does not assume responsibility for the receipt of any addendum sent to offerors.
- 3.5 A copy of all addenda issued must be signed and returned with your proposal.

4 EXAMINATION OF DOCUMENTS AND REQUIREMENTS

- 4.1 Each offeror shall carefully examine all RFP documents and thoroughly familiarize itself with all requirements prior to submitting a proposal to ensure that the proposal meets the intent of this RFP.
- 4.2 Before submitting a proposal, each offeror shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of this RFP. Failure to make such investigations and examinations shall not relieve the offeror from obligations to comply, in every detail with all provisions and requirements of the Request for Proposal.

5 PROPOSAL COPIES

- 5.1 Proposers must submit one (1) original, (5) five copies, and (1) one digitally converted copy of their proposal.
- 5.2 All proposals, responses, inquiries, or correspondence relating to or in reference to this RFP and all other electronic media, reports, charts and other documentation submitted by proposers shall become the property of the City of Gulfport when received.

6 PROPOSAL PREPARATION COSTS

- 6.1 The issuance of this RFP does not commit the City of Gulfport, in any way, to pay any costs incurred in the preparation and submission of a proposal.

- 6.2 The issuance of this RFP does not obligate the City of Gulfport to enter into the contract for any services or equipment
- 6.3 All costs related to the preparation and submission of a proposal shall be paid by the proposer

7 TRADE SECRETS, CONFIDENTIAL INFORMATION AND THE MISSISSIPPI PUBLIC INFORMATION ACT

- 7.1 If you consider any portion of your proposal to be privileged or confidential by statute or judicial decision, including trade secrets and commercial or financial information, clearly identify those portions.
- 7.2 Proposals will be opened in a manner that avoids disclosure of the contents to competing offerors and keeps the proposals secret during negotiations. All proposals are open for public inspection after the contract is awarded, but trade secrets and confidential information in the proposals are not open for inspection
- 7.3 The City of Gulfport will honor your notations of trade secrets and confidential information and decline to release such information initially, but please note that the final determination of whether a particular portion of your proposal is in fact a trade secret or commercial or financial information that may be withheld from public inspection and may be made by the Mississippi Attorney General or a court of competent jurisdiction. In the event a public information request is received for a portion of your proposal that you have marked as confidential information, you will be notified of such request and you will be required to justify your legal position in writing in order that a proper determination can be made by the appropriate authority. In the event that it is determined by opinion or order of the Mississippi Attorney General or a court of competent jurisdiction that such information is in fact not privileged and confidential and not exempt from disclosure under Mississippi Public Records Act, then such information will be made available to the requester.
- 7.4 Marking the entire proposal CONFIDENTIAL/PROPRIETARY is not in conformance with the Mississippi Open Records Act.

8 DISADVANTAGE BUSINESS ENTERPRISE (DBE) REQUIREMENTS

- 8.1 The City of Gulfport hereby notifies all offerors that in regard to any contract entered into pursuant to this RFP; Disadvantaged Business Enterprises (DBE's) will be afforded equal opportunities to submit proposals and will not be discriminated against on the grounds of race, color, sex, disability, or national origin in consideration of an award.
- 8.2 A DBE is defined as a small business concern which is at least 51% owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of the publicly owned business, at least 51% of the stock of which is owned by one or more socially and economically disadvantaged individuals. Socially and economically disadvantaged Women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans.

9 CONFLICT OF INTEREST

- 9.1 The offeror shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the City of Gulfport.

- 9.2 By signing their proposal, the offeror certifies and represents to the City the offeror has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value for the receipt of special treatment, advantage, information, recipient's decision, opinion, recommendation, vote or any other exercise of discretion concerning this RFP.

10 ANTI-LOBBYING PROVISION

- 10.1 During the period between proposal submission date and the contract award, proposers, including their agents and representatives, shall not directly discuss or promote their proposal with any member of the City of Gulfport City Council or City staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.
- 10.2 This provision is not meant to preclude proposers from discussing other matters with City Council members or City staff. This policy is intended to create a level playing field for all potential proposers, assure that contract decisions are made in public, and to protect the integrity of the RFP process. Violations of this provision may result in rejection of the proposers proposal

11 AUTHORIZATION TO BIND SUBMITTER OF PROPOSAL

- 11.1 Proposals must show vendor name and address of offeror. Proposals must be manually signed by an officer of the company authorized to bind the submitter to its provisions. Person signing proposal must show title of **AUTHORITY TO BIND THEIR FIRM IN A CONTRACT**. Failure to manually sign the proposal will disqualify it.
- 11.2 By signing their proposal, the offeror certifies and represents to the City the offeror has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value for the receipt of special treatment, advantage, information, recipient's decision, opinion, recommendation, vote or any other exercise of discretion concerning this RFP.

12 EVALUATION PROCESS

- 12.1 All proposals will be evaluated by an evaluation committee and may include senior management representatives, financial officer and/or an independent consultant.
- 12.2 Respondent to this RFP may be required to submit additional information that the City may deem necessary to further evaluate the proposer's qualifications.
- 12.3 The committee will evaluate and numerically score each proposal in accordance with evaluation criteria included in the request for proposal.
- 12.4 The committee may arrive at a short list of the top respondent's and those short-listed respondents may be scheduled for a structural oral presentation and interview. Such presentation will be at no cost to the City of Gulfport. At the end of the oral presentation and interview, the evaluation of the short-listed respondents will be completed. The oral interview may be recorded and/or videotaped.

13 SELECTION

- 13.1 Initial selection shall be based on the demonstrated competence and qualifications of the person, including any firm, who is to provide the services; and

- 13.2 After the City makes its initial selection, it shall proceed to negotiate a contract at a fair and reasonable price.
- 13.3 If the City is unable to negotiate a satisfactory contract with the most highly qualified person, the City shall formally end negotiations with that person and begin negotiations with the second most highly qualified person.
- 13.4 Negotiations shall be undertaken in this sequence until a contract is made.
- 13.5 NO INDIVIDUAL OF ANY USING DEPARTMENT HAS THE AUTHORITY TO LEGALLY AND/OR FINANCIALLY COMMIT THE CITY TO ANY CONTRACT, AGREEMENT OR PURCHASE ORDER OF GOODS OR SERVICES, UNLESS SPECIFICALLY SANCTIONED BY THE REQUIREMENTS OF THIS REQUEST FOR PROPOSAL.

14 EQUAL EMPLOYMENT OPPORTUNITY

- 14.1 Offeror agrees that it will not discriminate in hiring, promotion, treatment or other terms and conditions of employment based on race, sex, national origin, age, disability, or in any way violate Title VII of 1964 Civil Rights Act and amendments, except as permitted by law.

**Professional Services for Fuel Dock Operation and Sales
City of Gulfport, Mississippi
Bert Jones Yacht Basin**

PROJECT DESCRIPTION

The City of Gulfport is requesting proposals for professional services for Professional Services for Bait Shop Operations and Sales at the Gulfport Bert Jones Yacht Basin.

The vendor will be required to operate three concession facilities, purchase inventory for sales, provide personnel to handle sales and maintain responsibility accounting, sales collections and reporting.

The Bert Jones Yacht Basin is a \$17 million dollar small craft harbor facility with 319 boat slips and a public launch ramp located south of Highway 90/Jones Park Drive in Gulfport, Mississippi. The City of Gulfport will provide a portable facility from which to operate. This facility will be 400 square feet and will serve as point of sale and retail operation for the Bait Shop vendor.

PROJECT PURPOSE

The purpose of the project is to operate Bait Shop and retail from a 400 square foot portable structure in the Gulfport Bert Jones Yacht Basin for the 319 slip harbor boat owners.

SCOPE OF SERVICES

Vendors are requested to submit proposals to provide professional services for bait shop operation and sales for services in the Gulfport Bert Jones Yacht Basin. The venue consists of 319 boat slips. The vendor will be provided a 400 square foot portable structure from which to operate. The vendor is responsible for all licenses/permits/etc. to operate a bait shop operation at this venue. This facility is expected to be completed and operational for summer 2012. The city expects revenues to be generated in the form of a lease agreement.

Vendor shall be responsible for all permits, licenses, and taxes regarding fuel dock operations applicable for the City of Gulfport and the State of Mississippi.

ORGANIZATION (Organize the proposal as follows):

1. Cover letter
 - a. Address the letter to the Honorable Mayor and City Council
 - b. Summarize the understanding of the project
2. Cover sheet
3. Table of Contents
4. Past Project Experience
 - a. Discuss the firm's experience on similar concession operations.
 - b. Include a brief description of other operations that include: (1) scope of concessions operated, (2) Revenues and fees, (3) location, (4) client name and phone number, (5) actual number of seasons operated and (6) any other pertinent information.
5. Project Approach
 - a. Discuss the approach used to complete the work
 - b. Discuss any suggested additions to the scope of work.
 - c. Indicate the office location from which the work will be performed.
6. Firm Qualifications
 - a. Describe the qualifications of the firm's members as it relates to the Scope of Work
 - b. Include lists of similar operations completed or on-going by the firm.
 - c. Include educational/financial background
7. Revenue and Profit Projection
 - a. Lease Agreement
 - b. Other revenue opportunities associated with running bait shop
8. Additional Information
 - a. Include any information deemed pertinent that has not been included elsewhere in the proposal.
9. Proof of Professional Liability Insurance.
10. Financial Statement.

FORMAT

Proposers are encouraged to use their own format within the guidelines described in this RFP.

PROPOSAL EVALUATION

A selection team will evaluate the proposals. Proposals will be evaluated using the following criteria:

Evaluation Criteria	Points Assessed
1.Past Project Experience Record of related concession operations Ability to operate during the time frames specified	20%
2.Project Approach Proposed approach to operations Internal cash control procedures Type of menu to be provided Ability to meet time line outlined in Scope of Work	20%
3.Project Qualifications Qualifications, experience and competence of the assigned personnel	20%
4.Revenue and Profit Projection Estimated revenues paid to the City of Gulfport Overall benefit to the City of Gulfport	30%
5.Overall responsiveness of the RFP Proof of Professional Liability Insurance Financial Statement Certifications/Permits Additional Information	10%

The selection committee will evaluate all proposals meeting the requirements of the RFP. If necessary, the Team will establish a short list of firms that will be invited to participate in an interview with the Selection Team. After the initial evaluation or interview, as appropriate, the Selection Team will recommend a firm to the Administration and Governing Authority proceed with contract negotiations.

Potential Items to be provided by the City of Gulfport

- 400 sq ft portable facility
- Water/Sewer/Electrical hooks ups to/from facility
- Microwave/Heat & Air/Small refrigerator
- Fuel containers
- Electrical for shutdowns/disconnects

